

TERMS AND CONDITIONS

Before we make or finalize arrangements for your trip, we require that you sign below or click “I Agree” on our website. Your signature or click will signify your agreement with the following terms and conditions on behalf of yourself and all members of your traveling party.

These Terms and Conditions (“Terms”) become effective between Dose of Luxury Travels (“Agency”) and you (including all travelers on the same booking) (“you” or “Traveler”) upon your signature (electronic or written) or payment authorization until terminated in writing by you and Agency. These Terms are subject to change at any time, without prior written notice. The effective version of these Terms is located at doseofluxurytravels.com.

DEFINITIONS

“**Agency**” means Dose of Luxury Travels.

“**Booking Services**” means travel reservation and booking services provided to you by Agency.

“**Lead Traveler**” means you, acting on behalf of all Travelers on the same booking.

“**Supplier**” means any party who provides Travel Services to Travelers.

“**Terms**” means these Terms and Conditions.

“**Traveler**” means you and all Travelers on the same travel booking.

“**Travel Services**” means travel products and services provided to you by Suppliers, including hotel accommodations, air transportation, cruises, car rentals, tours, activities, and similar products and services involving any type of leisure, business, or other travel.

1. Agent for Suppliers:

Dose of Luxury Travels and Outside Agents (collectively “we” or “us”) act as sales agent for any airline, hotel, car-rental company, tour operator, cruise line, or other service provider named in your itinerary or confirmation (“Suppliers”).

- Suppliers are independent companies who provide Travel Services to you.
- Suppliers operate under their own terms, conditions, and management.
- Your travel documentation identifies each Supplier responsible for providing your Travel Services.
- By paying for Travel Services, you consent to the use of those Suppliers.
- All documentation, receipts, confirmations, and tickets issued are subject to the terms and conditions specified by the Supplier.
- Please read Supplier terms and conditions carefully. You are responsible for understanding and adhering to terms imposed by any Supplier with whom you elect to deal, including, without limitation, payment of all amounts when due and compliance with Supplier’s rules and restrictions regarding availability and use of Travel Services.
- You understand that any violation of any such Supplier’s terms may result in denied access to Travel Services, cancellation of reservations, and forfeiture of any monies

paid. If any such violation results in fees or penalties to Agency, you agree to cover such actual costs.

- Suppliers may require you to sign a liability waiver prior to participating in their Travel Services.
- Suppliers are not subject to Agency's control—they are not employees, agents, representatives, or affiliates of Agency.
- Agency is not responsible for any Supplier's breach of contract, failure to comply with any laws, or willful or negligent acts or omissions, which may result in delay, inconvenience, costs, loss, damage, injury, or death to Travelers or Travelers' companions.
- If a Supplier declares bankruptcy, it is not obligated to transport you or to provide refunds. It might continue to provide some or all Travel Services, or it may stop operations completely.
- Other Suppliers may, but are not required to, provide alternative Travel Services.
- Payments to Agency immediately become the property of Suppliers, as required by law.
- Agency is not permitted to provide refunds for Suppliers who have declared bankruptcy.
- Agency has no special knowledge about the financial condition of Suppliers, and Agency has no liability for recommending a trip credit or a refund.

2. Rates, Inclusions, Fees, Price Drops, & Price Increases:

Rates and Inclusions: Unless specifically itemized on your travel documentation, rates do not include Travelers' costs, fees, or taxes incurred for or related to:

- Airports, ports, stations, security, agriculture, customs, immigration, visas, passports, or any other government-imposed taxes or fees, without limitation; or
- Meals, beverages, alcohol, minibars, entertainment, seat assignments, upgrades, excursions, hospitality, gratuities, copies, telecommunications, energy, laundry, cleaning, bedding, parking, valet, insurance, taxis, transfers, portage, departures, travel segments, health, medical tests or treatment, vaccinations, pharmaceuticals, supplements, or any miscellaneous charges of a personal nature, without limitation.

Fees and Price Drops: If a Supplier drops the price of a trip after booking, we will try to assist you with rebooking if the Supplier allows it, and a fee may apply. We do not guarantee any refunds or successful rebooking.

Price Increases: Travel arrangements involving airline and cruise components are subject to Suppliers' supplemental price increases that may be imposed by the supplier and/or government, even 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. Suppliers have their own contracts covering cancellation penalties and other terms and conditions, and you may be bound by those contracts regardless of whether you receive notice of their terms.

3. Personal Information:

You consent to Agency and Supplier use of your personal information. You understand that, as part of booking any Travel Services, certain personal information may be conveyed to third parties to accommodate your travel.

- Such information includes birth dates, passport numbers, travel dates, occupation, frequent flyer information, bank accounts, credit cards, and other information needed to secure travel arrangements.
- Agency will not be liable for the distribution of your information to any Supplier.

- Our liability for the failure of any foreign Supplier to protect your personal information is specifically excluded.
- You authorize Agency to keep your personal information for as long as needed to provide Booking Services and for a reasonable period thereafter for Agency's legal or business purposes.

4. Review Your Travel Documents Immediately:

Once tickets and confirmations have been issued, it is your responsibility to review and inform us of any errors. Suppliers may have penalties for modifications or refunds. We do not have control over printed prices on the tickets, although some tickets may have BT (Bulk fare) printed on them, and some may have a specific value on them, which may be different (lower or higher) than the fare collected.

5. Risks Related to TRAVEL, PANDEMICS, EPIDEMICS, and OTHER TRAVEL ADVISORIES and Release:

You agree that it is your personal decision to travel, and you are doing so with full knowledge of current travel recommendations and travel restrictions with regards to the risks of COVID-19.

- You are solely responsible to be fully aware of any restrictions related to pandemics, epidemics, and other travel advisories.
- You warrant that you have reviewed and understand all U.S. Center for Disease Control (CDC) and U.S. Department of State travel advisories, notices, warnings, restrictions, and rules, including those regarding pandemics, epidemics, COVID-19, and other health threats.
- You are aware that certain countries, including the United States, may require testing and quarantine upon entering the country, as well as testing and quarantine upon returning to the United States or your country of residence.
- You understand destination countries may have limited availability of tests required for return to the United States.
- Screening procedures and restrictions may take place at airports and in public areas.
- Restrictions may include mandatory face coverings and/or temperature checks in airports, hotels, cruise ships, trains, or other means of transport.
- You are aware that immigration restrictions may be put in place before or during travel that could impede your ability to enter or exit your destination as planned.
- All Travelers, including U.S. Citizens, should refer to current CDC guidelines, country-specific guidelines, and Supplier requirements regarding testing and documentation requirements.
- If you fail to adhere to current regulations or provide any required testing results or documentation, you may be denied boarding, entry, or return to the United States or your country of residence.
- You are responsible for continually checking the latest CDC and State Department travel advisories, which can be navigated via the following links:
 - U.S. Center for Disease Control Information
<https://www.cdc.gov/coronavirus/2019-ncov/travelers>
 - <https://wwwnc.cdc.gov/travel/notices>
 - U.S. Department of State Information
<https://travel.state.gov/content/travel/en/traveladvisories/COVID-19-Country-Specific-Information.html>
<https://travel.state.gov/content/travel/en/traveladvisories/covid-19-travel-information.html>

<https://travel.state.gov/content/travel/en/traveladvisories/traveladvisories.html/>

- CDC and other governmental notices and policies may change before your travel, during your travel, and after you return from travel.
- Neither Agency nor Suppliers are responsible for Traveler testing or documentation.
- You understand the inherent risks of choosing to travel.
- You accept the risks set out above and hold Agency harmless against any travel restrictions, death, illness, cancellations by Suppliers, financial loss, quarantining rules, or measures put in place at airports or destinations you travel through.
- You hold Agency harmless for any financial penalties or fees imposed by Suppliers for cancellations or postponements relating to COVID-19, pandemics, epidemics, natural disasters, accidents, or disturbances, or any similar events and you agree not to pursue any credit card charge-back, reimbursement, or legal action against Agency regarding such penalties or fees.

We assume no responsibility for and shall not be liable for the acts or omissions of any party not under our control, or any acts of God, unsafe conditions, terrorism, health hazards including pandemics, illnesses, weather hazards, or the suitability for a disabled person of any portion of any trip. We have no special knowledge of dangers during travel or at destinations. For information related to such dangers, we recommend going to the State Department travel website at www.travel.state.gov, click on "Find International travel Information" then click on "Country Information", and fill in the name of the destination country. For medical and health information, we recommend going to the Centers for Disease Control website at www.cdc.gov/travel, then click on "Destinations" and scroll to the name of the destination country.

- YOU HEREBY EXPRESSLY ASSUME ALL OF THESE RISKS AND DANGERS, AND YOU HEREBY EXPRESSLY AGREE TO FOREVER RELEASE, DISCHARGE AND HOLD US, AND OUR AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, ASSOCIATES, AFFILIATED COMPANIES, GUIDES, GROUP LEADERS, AND SUBCONTRACTORS HARMLESS AGAINST ANY AND ALL LIABILITY, ACTIONS, CAUSES OF ACTIONS, SUITS, CLAIMS, AND DEMANDS OF ANY AND EVERY KIND AND NATURE WHATSOEVER WHICH YOU NOW HAVE OR WHICH MAY HEREAFTER ARISE OUT OF OR IN CONNECTION WITH THESE RISKS AND DANGERS.

6. Travel Insurance:

For your protection, we strongly recommend that you purchase trip cancellation and travel accident insurance. Please note that, unless you buy a cancel-for-any-reason policy, most policies have a specific clause stating they do not cover epidemics and pandemics, especially when travel warnings are in place. Please also note that not all travel insurance includes medical coverage and it is the traveler's responsibility to ensure the travel insurance selected offers all desired coverage. It is the traveler's responsibility to understand all coverage options and if the travel insurance selected is for primary or secondary coverage. We are not qualified or authorized to answer technical questions about benefits, exclusions, and conditions of any of the insurance offered, nor evaluate the adequacy of your existing insurance coverage. No representation or description of the insurance made by our staff constitutes a binding assurance or promise about the insurance. You agree to hold us harmless for your election not to purchase travel insurance or for any denial of claim by travel insurer as it relates to COVID-19 or any other claim under the policy.

- Agency strongly recommends that each Traveler purchase comprehensive travel insurance.
- If you decline to purchase travel insurance that includes coverage for medical needs while traveling and coverage for travel delays, you assume all personal risk and financial loss if you cancel your travel or incur costs or losses during the course of travel.
- Insurance policies may exclude coverage for pandemics and epidemics.
- Insurance claims will only be paid for covered matters, as stated in the insurance policy.
- You hold Agency harmless for your election not to purchase travel insurance and for any denial of any claim by any insurer for any reason.

7. Booking Process:

To start a booking, you need to agree with these terms and conditions, pay the trip deposit and our professional service fees (where applicable) and complete the credit card authorization form. We are free to accept your offer on behalf of the relevant Supplier or reject it at our sole discretion.

- You hereby authorize us to process the charge to the credit or debit card you provide to us for the total amount of your booking and our professional services.
- You authorize Agency to charge your credit card, debit card, or other means of payment for the charges associated with your travel booking.
- By authorizing Agency to charge your means of payment through Agency's payment authorization platform, written documentation, or by phone, you understand and agree to these Terms, including, without limitation, all cancellation policies.
- We are not responsible for any transaction that is declined based upon a credit/debit card that is declined by the issuing company or a travel provider or if, for any reason, the debit/credit card billing address and/or credit card verification number cannot be verified in a timely manner, nor are we responsible for any changes in fare or any other charges that may occur during the verification process.
- The terms of your booking (such as price, availability and/or dates of travel) are not guaranteed until the ticket or confirmation number is issued. Please note that once you have completed the booking, you can only cancel or change the details (such as names or destinations) of your booking at our sole discretion and in accordance with these and the Supplier's terms & conditions.
- Travel arrangements involving airline and cruise components are subject to Suppliers' supplemental price increases that may be imposed by the Supplier and/or government, even 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. Suppliers have their own contracts covering cancellation penalties and other terms and conditions, and you may be bound by those contracts regardless of whether you receive notice of their terms.
- Traveler payments to Agency in currency other than U.S. Dollars (USD) will be converted at then-current exchange rates.
- Agency payments to Suppliers will be converted at then-current exchange rates between USD and the currency in Supplier's country.
- A purchase is not complete until all deposits and other amounts due have been processed and a booking confirmation has been provided to you in writing.
- If payments are not received by their due date, all components of the booking may be canceled by the Supplier, which may result in NON-REFUNDABLE previous payments.

- Agency is not responsible for Supplier fare increases, fees, or penalties incurred due to late payment, all of which must be paid by you.
- Agency reserves the right to cancel your booking if Agency does not receive full payment for Booking Services or Travel Services within a reasonable time, in Agency's sole discretion.
- If rebooking is requested, Agency will assist with obtaining any refunds due to rebooking trips (e.g., using future cruise credits), but Agency may, in its sole discretion, charge a NON-REFUNDABLE FEE for that Booking Service.

8. Credit Card Merchant:

We strongly recommend that you use a credit card for your purchase, so that you can exercise your rights under the Fair Credit Billing Act if you do not receive the services you purchased. However, if we are the credit card merchant, our role is to facilitate the sale, collect funds on your behalf, and remit those funds to the Suppliers. If the Suppliers do not provide the services, your only recourse would be against the Suppliers, and you agree not to initiate a chargeback against us

9. Changes, Cancellations, & No Shows:

You agree to adhere to the terms and conditions of Suppliers regarding your travel reservations or bookings, and you agree to pay any applicable change or cancellation fees.

- If you change or cancel a reservation or booking, you may be subject to:
 - Agency fees of \$50 USD per traveler AND
 - All Supplier fees, charges, or penalties.
- NO REFUNDS will apply to any canceled, unused, or partially used Travel Service.
- Hotels may not permit changes to or cancellation of reservations, subject to the terms and conditions of the hotel reservation.

Notwithstanding the above, you agree to the following cancellation policies of Agency:

- Cancellations and/or changes to reservations or bookings must be submitted in writing to doseofluxurytravels@gmail.com.
- Cancellations should be requested no later than 72 hours prior to departure when possible.
- Agency cancellation fee must be paid before your advisor cancels your vacation.

Failure to travel or show up for any reservation or booking or showing up late and missing a travel related activity, transfer, flight, or accommodation is considered a "no show."

- No show penalties will be up to the entire cost of travel, subject to terms and conditions of Supplier and Agency policies.

10. Refunds, Chargebacks, & Adjustments:

Any claim for refund or adjustment must be sent to Agency in writing. Full details and proof of payment documentation must accompany all claims.

- You may not be entitled to a refund if you change or cancel your travel plans after: (1) a confirmation of the booking; or (2) payment of a booking.
- **Refunds are subject to Supplier terms and conditions. It is the traveler's responsibility to read and understand all Supplier terms and conditions.**

- Suppliers may not issue refunds for cancellation due to actual, threatened, or fear of potential terrorist events, political unrest, pandemic or health concerns, or similar circumstances. Please carefully review Supplier terms and conditions.
- You waive any right to a chargeback in case of cancellation (except for fraud) including any Force Majeure event (as described below).
- If you attempt a chargeback, reverse charge, or recollection of a travel payment already made without Agency's authorization, Agency has the right to charge you additional costs, fees, and expenses associated with such chargeback, reverse charge, or recollection, including, without limitation, attorney fees.

11. Accommodations:

Hotel accommodation is subject to availability at the time of reservation. Some hotels require NON-REFUNDABLE and NON-TRANSFERABLE deposits to guarantee a booking. In such cases, Agency will notify you regarding the NON-REFUNDABLE prepayment for that portion of your travel.

- Amenities such as elevators, air conditioning, bedding size, and similar preferences are not guaranteed at all properties. In addition, even if a property has amenities such as air conditioning or elevators, such amenities are not guaranteed to be operational or available during your stay.
- Reimbursement for lack of amenities is solely the responsibility of the hotel. Agency may elect to act as an intermediary, but it is not responsible for such reimbursement under any circumstances.

12. Air Travel:

Most airlines consider a name-change to be a cancellation. Travelers are responsible to confirm airline baggage allowances for all flights and travelers are responsible for any excess baggage fees. Tickets of any kind are payable in full at the time of booking.

- International flights may have different requirements than domestic flights.
- Airline tickets, once purchased, may be **NON-REFUNDABLE** and **NON-EXCHANGEABLE**, subject to airline terms and conditions.
- Agency is not responsible for any loss, accident, injury, delay, defect, omission, or irregularity that may occur, such as changes, additional expenses, and cancellations due to weather conditions, schedule changes, and other changes beyond Agency's control.
- You agree to adhere to safety guidelines of all airlines and hold Agency harmless from any liability due to airline restrictions.
- Airline seat assignments are not complimentary on every airline.
- Charges for pre-assigned seats in advance of flight time may be subject to additional charges.
- Agency cannot guarantee seats in specific locations or next to each other. Seat assignments are strictly based on availability at the time seats are being selected and paid for.
- Airlines retain the right to change aircraft and seat assignments at any time.
- Agency is not responsible for any changes made by airlines or any additional charges imposed by airlines for any changes to seat assignments after selection and payment.
- Agency is not responsible for delayed flights and/or missed connections.

13. Driver's Licenses, Passports, Visas, and Other Foreign Entry Requirements:

It is the traveler's responsibility to obtain and carry a valid passport, visa(s), and all other documents required by applicable government regulations.

- Traveler is responsible to be familiar with the laws and rules governing any travel to any country.
- Traveler are responsible to determine the documents needed, to acquire such documentation, and to ensure your passport is up to date and valid to enter or exit any country. This includes ensuring your passport abides by the six-month validity rule required to enter most countries.
- Traveler is responsible for ensuring that they meet all entry and travel requirements including, but not limited to traveling with children, traveling without the other parent, or traveling with a criminal record.
- Agency is not responsible or liable for your failure to hold visas or documentation or to determine the validity of your passport or any other travel document to enter or exit any country.

14. Traveler Identification & Proof of Citizenship:

Travelers are responsible to confirm current entry and exit requirements and to obtain the necessary travel documentation based on the country of origin, destination, and stops in any additional countries.

- The Transportation Security Administration (TSA) requires all airline passengers to provide:
 - Secure Flight Passenger Data (SFPD);
 - Full name as it appears on government-issued identification;
 - Date of birth;
 - Gender; and
 - Redress number (if available).
 - The name of Travelers on all reservations and travel documents must match the name as it appears on that Traveler's government-issued identification.
 - Traveler is responsible for any fees and expenses that may be incurred due to an incorrect name or the denial of travel resulting from incorrect information.
 - Updated information regarding security measures and requirements for air travel are available at www.tsa.gov. Agency highly recommends that Travelers check this website well before travel.
 - All U.S. citizens traveling to or from any international destination must have a valid passport, which must be valid for at least six months beyond Traveler's date of return.
 - Minors of age 17 and under traveling alone or with a single parent may be required to have additional documentation on domestic or international flights.
 - **NO REFUND** will be issued for any costs or losses incurred as a result of Traveler's failure to obtain or provide required travel documentation.

15. Entry Refusal:

Countries may restrict entry for persons with criminal records.

- You are responsible to understand all destination entry laws and to know if you or anyone in your party has a criminal record.
- Agency does not inquire about Traveler criminal records in the interests of privacy.
- Refusal of entry is not a valid reason for cancellation, chargeback, or refund.

16. Disabilities & Special Needs:

If you have disabilities or special needs that may require non-emergency special services, additional support, or disability accommodations, please advise Agency in advance of booking.

- If you are unable to use your own wheelchairs, mobility devices, or other medical equipment or devices, rentals may be available, potentially subject to additional charges.
- Airlines and other Suppliers may impose charges for additional baggage and may have size restrictions for wheelchairs they can accommodate.
- If you travel with a service animal or emotional support animal, Suppliers may require advance arrangements and documentation regarding the animal's health, training, and related factors.
- Countries outside the United States and Canada often apply different laws, rules, regulations, standards, and accommodations for persons with disabilities or special needs.
- Travel destinations may have limited medical facilities, limited availability of prescription medications, and limited means to accommodate your disability or special needs.
- Please consult your health provider prior to planning or booking your travel.
- Travel insurance plans may provide access to emergency medical care, medical evacuation, and replacement of prescription medications. Agency strongly recommends the purchase of comprehensive travel insurance.
- Agency will make all reasonable efforts to request assistance or arrange for appropriate services or equipment regarding Traveler disabilities or special needs. However, Agency is not responsible for the failure of Suppliers to meet Traveler needs and expectations.

17. Our Professional Service Fees:

In addition to each Supplier's cost and fees, our agency may charge professional fees. See below for details. All our fees are non-refundable.

Travel Consultation/Research/Planning - \$200

Cancellation - 10% of total booking

Air Transaction Service* - U.S. Domestic and International - \$0 to \$35

Hotel Transaction** - All Hotels - up to \$45

Car Rental Transaction - All Car Rentals - up to \$35

Unaccompanied minor tickets* - up to \$75

Changes to Existing Tickets (after 24 hours of booking) - up to \$75

*Fee is per passenger

**Fee is per night/per room

18. Claims Deadline and Exclusive Jurisdiction:

You agree to present any claims against us within 30 days after your trip ends and to file suit within one year of the incident, and you acknowledge that this expressly limits the applicable statute of limitations to one year. You agree that the courts in will be the exclusive jurisdiction for all claims brought by you against, and that the courts in Loudoun County, VA will be the exclusive jurisdiction for all claims brought by you against Dose of Luxury Travels and you hereby submit to the personal jurisdiction of those courts.

- In case of a dispute between Traveler and the Agency relating to or arising out of these Terms, we will first attempt to resolve the dispute personally and in good faith. If these personal resolution attempts fail, then we will submit the dispute to binding arbitration.

- The arbitration shall be conducted as follows:
 - State of Virginia, County of Loudoun
 - The arbitration shall be conducted by a single arbitrator, and such arbitrator shall have no authority to add parties, vary the provisions of these Terms, award punitive damages, or certify a class.
 - The arbitrator shall be bound by applicable and governing federal law as well as the law of the State of Virginia, County of Loudoun
 - Each party shall pay their own costs and fees.

FL Seller of Travel License ST15578
 CST: 2090937-50
 Washington UBID No. 603189022

19. FORCE MAJEURE:

No failure or delay in the performance of any obligation under these Terms will be a breach if such failure or delay arises from a force majeure or any cause beyond the reasonable and foreseeable control of Agency, including, without limitation, acts of God, floods, weather conditions, fires, explosions, accidents, war or threats of war (declared or undeclared), acts of terrorism, sabotage, insurrection, riots, strikes, or civil disobedience, sickness, epidemics, pandemics, quarantines, government interventions, defects in machinery or vehicles, delays or other events (collectively, "force majeure").

- Agency is not liable to you and will not provide any refunds caused by delay or non-performance of any obligation under these Terms to the extent any such delay is due to any force majeure.
- If any Suppliers are affected by any force majeure, they may, in their sole discretion, vary or cancel any itinerary or arrangement in relation to your travel without notice.
- If an accident occurs and you seek assistance from us, you will be responsible (financially and otherwise) for all alternative travel arrangements.

20. Limitations of Liability:

- BECAUSE AGENCY ACTS AS AGENT FOR SUPPLIERS AND DOES NOT HAVE THE RIGHT TO CONTROL THE OPERATIONS OF SUCH SUPPLIERS, YOU AGREE THAT AGENCY IS NOT LIABLE FOR ANY PERSONAL INJURY OR PROPERTY DAMAGE, WHICH MAY ARISE OUT OF BOOKING SERVICES.
- AGENCY DISCLAIMS ANY LIABILITY WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR SPECIAL DAMAGES, IN CONNECTION WITH THE GOODS OR SERVICES PROVIDED BY ANY SUPPLIER BOOKING THROUGH US, INCLUDING, WITHOUT LIMITATION, LIABILITY FOR ANY ACT, ERROR, OMISSION, INJURY, LOSS, ACCIDENT, DELAY, OR IRREGULARITY THAT MAY BE INCURRED THROUGH THE FAULT, WILLFUL ACTS, NEGLIGENCE, OMISSIONS, OR OTHERWISE OF SUCH SUPPLIER OR ITS EMPLOYEES, AGENTS, CONTRACTORS, OR REPRESENTATIVES, INCLUDING, BUT NOT LIMITED TO, THEIR FAILURE TO DELIVER OR THEIR PARTIAL OR INADEQUATE DELIVERY OF TRAVEL SERVICES, THEIR CANCELLATION AND REFUND POLICIES, FUEL INCREASES, BANKRUPTCY OR CESSATION OF OPERATIONS, AND ANY OTHER MATTERS OUTSIDE OF AGENCY'S CONTROL, AND YOU EXONERATE US FROM ANY LIABILITY WITH RESPECT TO THE SAME.

- ANY RECOVERY BY YOU FROM AGENCY WILL BE LIMITED TO THE AMOUNT OF COMMISSIONS OR FEES ACTUALLY RECEIVED BY AGENCY FOR PROVIDING BOOKING SERVICES TO YOU DIRECTLY RELATED TO SUCH RECOVERY ON A CASE-BY-CASE BASIS.
- AGENCY'S SOLE OBLIGATIONS AND LIABILITIES ARE AS STATED IN THESE TERMS. ALL OTHER REPRESENTATIONS OR WARRANTIES—EXPRESS OR IMPLIED, BY STATUTE, LAW, OR OTHERWISE—ARE EXCLUDED.

21. General:

- Amendments. These Terms may be amended only in writing by Agency.
- Assignment. You may not assign any right or obligation under these Terms without Agency's prior written consent, which will not be unreasonably withheld or delayed.
- Waiver. No forbearance or delay in enforcing these Terms will prejudice or restrict any rights of you or Agency. No waiver of a right will operate as a waiver of any subsequent right. No right is exclusive of any other right, and each right is cumulative.
- Severability. If any part of these Terms is found unenforceable, that part will be enforced to the fullest extent permitted by law and the remainder of these Terms will remain fully in force.
- Relationship of Parties. These Terms do not create an agent relationship, legal-entity partnership, joint venture, or employment relationship between you and Agency. You have no authority to bind Agency or incur any obligation on Agency's behalf.
- Notices. Notices under these Terms will be in writing and deemed given when sent to the receiving party's email or other address provided for purposes of notice.
- Counterparts. These Terms may be signed or accepted electronically in more than one counterpart; each will be an original. Counterparts together constitute a single instrument.
- Governing Law. These Terms are governed exclusively by the laws of Virginia without regard to conflicts of law provisions.
- Further Assurances. Traveler and Agency will perform any additional acts as necessary to effect these Terms and will address together in good faith any unforeseen issues that arise under these Terms with a view to mitigating any material adverse impact on either party.
- Entire Agreement. These Terms, together with the Travel Services Agreement, is the entire agreement between Traveler and Agency and supersedes all prior agreements, written or oral, between us regarding its subject matter.