

Before we finalize arrangements for your trip, we require that you (the "Client") sign this document confirming the following: *"I agree to the terms and conditions of Your Agreement with Travel Culture LLC"* thereby signifying agreement with the following terms and conditions:

1. Agent for Suppliers. Park Avenue Travel, Inc., d/b/a Avenue Two Travel and its affiliates ("we" or "us") act as a sales agent for any airline, hotel, car-rental company, tour operator, cruise line, or other service providers named in Client's itinerary ("Suppliers") and that Avenue Two Travel and its affiliates are not the source or Supplier of any travel services Client requests. Client consents to and requests the use of the Suppliers and agrees not to hold Avenue Two Travel or its affiliates responsible should any of these Suppliers: 1) fail to provide the travel services Client has purchased; 2) fail to comply with any applicable law; 3) engage in any act or omission that causes Client any sort of injury, damage, delay or inconvenience; 4) change or modify any portion of the itinerary, including but not limited to airline, routing, ports of call, or scheduling; or 5) fail to honor future trip credits. We have no special knowledge regarding the financial condition of the Suppliers, and we have no liability for recommending a future trip credit in lieu of a refund.

2. Supplier Terms and Conditions. Airlines, hotels, car-rental companies, cruise lines, tour operators, and other Suppliers have their own contracts covering cancellation penalties and other terms and conditions, and that Client may be bound by those contracts regardless of whether Client receives notice of their terms.

3. Risks of Travel.

a. In General: We have no special knowledge regarding unsafe conditions, health hazards, weather hazards, or climate extremes at locations to which Client may travel, and we have no special knowledge of the suitability for disabled persons of any portion of Client's trip. For information concerning possible dangers at destinations, we recommend reviewing the Travel Warnings Section of the U.S. State Department Website or calling (202) 647-5225. To review the Travel Warnings Section of the U.S. State Department Website, go to: <http://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 information, we recommend contacting the Centers for Disease Control at (877) FYI-TRIP or www.cdc.gov/travel and click on "Destinations". Client assumes full and complete responsibility for checking and verifying any passport, visa, vaccination, or other entry requirements of Client's destination(s), and all conditions regarding health, safety, security, political stability, and labor or civil unrest at such destination(s). CLIENT HEREBY RELEASES US FROM ALL CLAIMS ARISING OUT OF ANY PROBLEM COVERED IN THIS PARAGRAPH.

b. COVID Risks of Travel. **Client agrees that it is Client's personal decision to travel, and Client is doing so with full knowledge of current travel recommendations and travel restrictions with regard to the risks of COVID-19.** We have no responsibility for COVID-19-related requirements that travel suppliers and governments may impose from time to time, such as health affidavit forms, health screenings prior to departure or upon arrival, face coverings, or quarantines. For the latest COVID-19 government travel regulations, we recommend going to IATA's website at <https://www.iatatravelcentre.com/international-travel-document-news/1580226297.htm>. By traveling during the ongoing COVID-19 pandemic, Client acknowledges the contagious nature of

COVID-19 and voluntarily assumes all risks related to exposure to COVID-19. CLIENT HEREBY RELEASES US FROM ALL CLAIMS ARISING OUT OF ANY PROBLEM COVERED IN THIS PARAGRAPH.

4. Check Your Travel Documents. Client agrees to review Client's travel documents for accuracy upon receipt and to contact Travel Culture LLC or Avenue Two Travel if Client has any questions. Discounted fares typically involve restrictions and that changing any aspect of Client's travel arrangements may result in the payment of additional money. Client has been advised of, and is responsible for, any change/cancellation or other penalties that apply to Client's reservation and that any cancellation or modification may result in penalties that may include loss of deposit or no refund.

5. Credit Cards. Travel Culture LLC encourages using a credit card when purchasing travel services so that Client can exercise Client's rights under the Fair Credit Billing Act if Client does not receive the services Client purchased. However, if we are the credit card merchant, our role is to advise Client and facilitate the sale, collect funds on Client's behalf, and remit those funds to the Suppliers. If the Suppliers do not provide the services, Client's only recourse would be against the Suppliers, and Client agrees not to initiate a chargeback against us. As our client, Client hereby appoints Travel Culture LLC to be Client's attorneys-in-fact for the purpose of signing all documents necessary to purchase and issue airline tickets, tours, cruises, and hotel guarantees for late arrival. Client authorizes any of the attorneys-in-fact to sign credit card authorizations for said purchases whenever any of them receives an Internet booking request reasonably believed to be from Client or someone acting on Client's behalf, requesting those tickets be charged to Client's credit card account. Client agrees that Client will pay for all such purchases and will not hold Travel Culture LLC responsible for any of our actions pursuant to this power of attorney.

6. Travel Insurance. We strongly recommend the purchase of travel insurance, including cancellation insurance. However, no representation or description of the insurance made by us constitutes a binding assurance or promise about the insurance.

7. Government-Issued IDs. Client understands that the Transportation Security Administration (TSA) requires Client to carry a government-issued identification card in order to board a flight. Client has been advised that the name, date of birth and gender that appear on the identification card must exactly match the same such data that is listed on Client's airline ticket and in Client's booking records. Client acknowledges that Client's failure to strictly comply with these requirements may result in denied boarding or an undue delay at an airport security checkpoint causing Client to miss Client's flight. Client further acknowledges that beginning on May 3, 2023, Client must present a driver's license or another form of identification that complies with the requirements of the Federal Real ID Act (see www.dhs.gov/real-id for more information).

8. Passports and Visas. Client understands that if traveling internationally, Client must have a valid passport and, depending upon Client's destination and nationality, Client may need to obtain one or more visas. Passport and visa information may be obtained by contacting the Travel Agent Section of the U.S. State Department at 202.647.5225 or by visiting the State Department's Web site at travel.state.gov. Most countries require that a passport's expiration must be at least six months after Client's scheduled return. Be aware that any foreign country, including Canada, may deny entrance to anyone with any type of criminal record. Non-U.S. passport holders should be sure to contact the embassies of their destination and transit countries to obtain entrance requirements.

9. Price Increases. Client understands that the airline tickets, air tours or other products Client is purchasing 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 a supplier or government. Client acknowledges that Client may be charged additional sums by Travel Culture LLC to offset increased fees, fuel surcharges, taxes, fluctuations in foreign exchange markets or any combination thereof. Client hereby consents to any post-purchase price increases and authorizes Travel Culture LLC to charge Client's credit card for such additional amounts.

10. Fee Structure. Avenue Two Travel advisors provide one-of-a-kind customized travel planning and, therefore, charge for their time and knowledge. Their experience, network of partners, and exclusive access provide the optimum experience and value for clients. Charges are based on the complexity and length of the trip and will be clearly outlined to Client by Client's Avenue Two Travel advisor after the initial complimentary exploratory conversation. Outlined fees will only be charged should Client choose to move forward with the travel planning. **Our fees are nonrefundable.**

Client understands the following policies apply:

- Travel Culture LLC will always outline fees to Client after the complimentary explore conversation and prior to travel planning.
- Travel Culture LLC will not proceed with travel planning and will not process reservations without a Client's signed credit card authorization form.
- Travel Service Fees are charged once the Credit Card Authorization Form is submitted by Client and planning commences.
- Ticketing fees are invoiced by Avenue Two Travel at issuance.
- Hourly fees are invoiced by Avenue Two Travel once planning is completed
- Invoices not paid prior to travel will be charged to the Client's credit card on file.
- Availability and price are subject to change and are not guaranteed until payment is made.
- There may be additional fees charged to Client by supplier and/or airlines for cancellations.
- Price quotes are applicable to the date and time at which they are requested.
- Quotes in a foreign currency are subject to fluctuations in exchange rates and international credit card issuer fees.
- Travel Culture LLC assumes no liability for cancellation fees or non-refundable trip costs.
- Overnight shipping fees for documents are billed to the Client.
- If Client's travel arrangements are cancelled or postponed by a Supplier due to a pandemic or any other reason, we will try to assist with refunds or alternate arrangements, and a fee may apply, but we will discuss it with Client first.
- If a Supplier drops the price of a trip after booking, we will try to assist with rebooking if the Supplier allows it, and a fee may apply. We do not guarantee any refunds or successful rebooking.

11. Website Protection. Client agrees not to use or authorize the use of this information for any purpose other than personal use, and not to engage or authorize anyone to engage in the resale, redistribution, and use of the information on this website for commercial purposes. Third-party links and pointers are included solely for Client's convenience, and do not constitute any endorsement by Travel Culture LLC.

12. NO WARRANTIES. THE CONTENT, CODE, ACCESS, AND OTHER FEATURES OF THIS SITE ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO,

WARRANTIES OF ACCURACY, RELIABILITY, MERCHANT ABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE DO NOT WARRANT THAT ANY SUCH FEATURES WILL OPERATE UNINTERRUPTED OR IN AN ERROR-FREE FASHION, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS SITE OR THE SERVER ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. APPLICABLE LAW MAY NOT ALLOW EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY.

13. LIMITATION OF LIABILITY. IN NO EVENT WILL WE BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS AND COST OF PROCUREMENT OF SUBSTITUTE PRODUCTS, ARISING OUT OF USE OR INABILITY TO USE ANY CONTENT OR FEATURES, OR FAILURE TO ACCESS OR CLICK-THRU ACCESS ANY CONTENT OR FEATURES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSIONS MAY NOT APPLY.

14. Claims Deadline, Governing Law, and Exclusive Forum. Client agrees to present any claims against us within 30 days after Client's trip ends and to file suit within one year of the incident, and Client acknowledges that this expressly limits the applicable statute of limitations to one year. Client agrees that this agreement will be governed by Pennsylvania law and that the courts in Delaware County, Pennsylvania will be the exclusive jurisdiction for all claims brought by Client or us, and Client hereby submits to the personal jurisdiction of those courts.

15. Authority to Agree. The person signing below affirms that he or she has authority to agree on behalf of everyone in his or her party or family.