

CUZZINS-N-CAHOOTS, LLC

CLIENT TERMS AND CONDITIONS

This Client Terms and Conditions (the “Agreement”), is between The Travel Jewel, LLC, a Maryland Limited Liability Company (collectively “Company,” “we,” “us,” “our,”) with an address of 10413 Gloucester Lane, and the individual to receive Travel Services that has affirmed reviewing Company’s Terms and Conditions below (“Client”).

IMPORTANT NOTICE: PLEASE READ CAREFULLY. THESE TERMS AND CONDITIONS (“Terms”) GOVERN YOUR BOOKING, PURCHASE, AND PARTICIPATION IN ANY TRAVEL SERVICES ARRANGED OR SOLD BY CUZZINS-N-CAHOOTS, LLC. BY SUBMITTING PAYMENT, EXECUTING ANY RELATED AGREEMENT OR WAIVER, OR PARTICIPATING IN ANY TRAVEL ARRANGED BY The Travel Jewel, LLC, YOU ACCEPT THESE TERMS ON BEHALF OF YOURSELF AND ALL PERSONS IN YOUR BOOKING PARTY.

1. Definitions

- 1.1 “Client,” “you,” or “your” means the individual traveler and each person in the traveling party on whose behalf a booking is made.
- 1.2 “Booking” means a reservation for Travel Services arranged or sold by Company.
- 1.3 “Travel Services” means any travel-related goods or services arranged, brokered, or sold by Company, including without limitation transportation (air, sea, rail, ground), accommodations, tours, excursions, activities, transfers, insurance referrals, dining, ticketing, and related services.
- 1.4 “Supplier” means any third-party provider that owns, operates, or supplies Travel Services, including airlines, hotels, cruise lines, tour operators, local ground operators, transfer companies, guides, activity providers, restaurants, ticketing agents, and insurance vendors.
- 1.5 “Lead Traveler” means the individual designated to act on behalf of all travelers on a Booking.
- 1.6 “Package” means any bundle of Travel Services priced or promoted together.
- 1.7 “Final Payment Due Date” means the date specified on your invoice by which all outstanding amounts must be paid.
- 1.8 “Force Majeure Event” has the meaning prescribed in Section 17.
- 1.9 “Arbitration Location” means Prince Georges County, MD.
- 1.10 “Covered Communications” means any telephonic, electronic, or written communications regarding Travel Services, including confirmations, updates, reminders, and marketing (subject to opt-in/opt-out preferences).

2. Role of Company; Independent Suppliers; Client Responsibilities

2.1 Company Role. Company acts solely as an agent for Suppliers in arranging Travel Services and does not own or operate any Supplier or Supplier equipment. The Travel Jewel, LLC does not own or operate any entity which is to or does provide goods or services for your trip including but not limited to, ownership or control over hotels or other lodging facilities, airline, vessel, bus, van or other transportation companies, local ground operators, providers or organizers of optional excursions or equipment used thereon, food service or entertainment providers, etc. All such persons and entities are independent contractors of their respective entities and the Company is not responsible for their respective responsibilities and actions. Company disclaims liability for acts or omissions of Suppliers, as set forth in Section 19.

2.2 Client Duties. You are responsible for: (a) Reviewing all confirmations and documents for accuracy immediately upon receipt and notifying us of any errors within [48] hours; (b) Complying with Supplier terms, conditions, policies, and rules; (c) Providing accurate traveler information (full legal names, dates of birth, passport details, special needs, contact info); (d) Arriving on time for flights, transfers, tours, and activities; and (e) Maintaining required travel documentation and complying with all entry, exit, health, safety, and customs requirements.

3. Identification; Reservation Names; Age; Minors

3.1 Identification; Consistency. Guests must make reservations in the full name that is listed on their passport that they will use for travel. If you need to make any changes to a name after travel documents have been issued, clients will be responsible for all name change fees, if applicable.

3.2 Children/Minimum Age. All children under 18 must be accompanied by an adult. The minimum age for children on tours is 12. Accompanying adults are responsible for the safety of their children. Please note that many countries have adopted practices to prevent international abductions of children. If a person under the age of 18 years will be traveling with an adult other than his/her parents or with only one parent, a notarized letter written by the parents, or non-traveling parent, granting authorization to travel, including the dates of travel, should be carried.

4. Passports, Visas, and Travel Requirements

4.1 Client Responsibility. Passengers are responsible for ensuring they have the proper travel documents and **MUST CHECK** with the respective consulate(s) or visa agency to determine whether any visas or passports are required. Passports are required to be valid for at least 6 months after the date of travel, and some countries require a full blank visa page for stamping. **Any information provided in the travel description pertains to U.S. citizens only; non-U.S. citizens should check with the respective consulate(s) of countries to be visited for current entry requirements.** Company does not provide or validate travel requirements for non-U.S. citizens.

4.2 Cruises. We strongly suggest all cruise passengers have a valid passport in their possession while cruising.

5. Travel Insurance

5.1 Recommendation and Procurement. We highly recommend travel insurance that provides coverage for trip cancellation, interruption, baggage loss, and more. While optional, purchasing travel insurance will help protect you and your travel items from any unforeseen incidents that may arise through the course of your trip.

5.2 Waiver of Travel Insurance. If you choose to not purchase travel insurance, you agree to waive any potential claims against Company from losses arising from unforeseen incidents and agree to assume any risks associated with traveling without such insurance.

5.3 Claims. Insurance claims must be filed directly with the insurer. Company is not the insurer and has no authority to adjudicate claims.

6. Pricing; Inclusions and Exclusions; Surcharges

6.1 Per-Person Pricing; Exclusions. All prices listed are per person based upon shared twin room occupancy unless otherwise clearly specified. Prices do not include items of a personal nature, such as laundry, beverages, passport and visa fees, insurance, and foreign port taxes unless specifically indicated.

6.2 Fluctuations; Errors; Re-Invoice. As airfares fluctuate and classes of service may have limited capacity, tour package prices and availability will change; in case of human or computer error, we reserve the right to re-invoice for the correct price or service. A full refund will be made to passengers who choose not to pay an increase, provided we receive a written cancellation within five days of the price increase notification.

7. Payments; Deposits; Cancellations; Refunds; Chargebacks

7.1 Deposit and Payment Schedules. A deposit is due at the time of reservation; deposits are non-refundable and non-transferable. All reservations (except where specified) will require a deposit, and the amount due and any monthly payment plan will be clearly noted within the Travel Agreement. Full payment is permitted at the time of booking.

7.2 Late Payment; Reinstatement. If any outstanding balance remains after the Final Payment Due Date, a \$150 late fee will be added **after 11:59PM on the** final payments. If Client does not pay the outstanding balance, the Company will cancel the reservation.

7.3 Last-Minute Reservations. Reservations must be made no later than 90 days before departure; if services cannot be confirmed, payment will be refunded; if confirmed, final payment is due within 24 hours, and cancellation penalties apply.

7.4 Forms of Payment. Accepted forms of payment include major credit/debit cards (American Express, Discover, Mastercard, Visa) as well as Cash App and Zelle. All forms of payment that may be accepted by Company are predicated upon third-party Supplier's accepted payment policy which may be subject to change. Company will notify Client of acceptable forms of payment which may differ from the forms listed above.

7.5 Refunds. All payments are non-refundable and non-transferable due to Supplier contracts that do not allow refunds. The Company has contractual agreements with hotels, airlines, and other vendors that will not allow us to obtain any refunds.

7.6 Cancellation Procedure. Cancellations will only be accepted in writing to thetraveljewel@gmail.com, including invoice number, full name, and travel date; you must complete the cancellation form sent via email to complete cancellation.

7.7 Reservation Name Changes. Name changes due to incorrect information incur a \$150 per-person charge plus Supplier fees; airline reservations may require cancellation and rebooking; replacing a traveler with another individual constitutes a cancellation subject to penalties; changes or additions after departure are subject to local rates payable directly.

7.8 No Refunds for Unused Services. Company will not issue refunds for services the Client has purchased and included in their itinerary but does not use or engage in during their trip. It is the responsibility of the Client to make use of the services included in their package.

7.9 Chargebacks and Disputes. Before filing a dispute with your bank, email thetraveljewel@gmail.com to discuss resolution; filing chargebacks could result in cancellation and may prevent future travel with The Travel Jewel, LLC.

7.10 Delivery of Travel Documents. Provided full payment is received by the Final Payment Due Date, travel documents and instructions will be sent no less than thirty (30) days prior to departure date.

8. Air Travel; Tickets; Seating; Taxes and Fuel; Baggage

8.1 Airline Responsibility and Schedules. Airline schedules and flights are subject to change without notice, and penalties may apply for tickets not issued by the Company due to schedule and/or flight changes. Airlines may demand immediate ticket issuance, requiring immediate and full payment of airfare; if not received, seats may be canceled and may not be rebooked at the same fare, and replacement arrangements are the passenger's responsibility.

8.2 Seat Assignments and Class of Service. The airlines have sole authority for assigning seats on group flights; group contracts are for economy-class seats only; if you require another class of service, consider purchasing your own flights and a land-only package.

8.3 Taxes and Fuel Surcharges. If airfare is purchased, airline taxes and fuel surcharges are included; prior to full payment, price increases may occur due to government-levied taxes/fees and/or fuel surcharges; tickets once issued are non-refundable; certain overseas domestic flights may require local payment of air taxes as indicated in package materials. This policy does not apply to fully refundable tickets that may be selected as part of the travel packages Company procures for Client.

8.4 Airline Baggage. Checked bags are typically limited to total dimensions of 62 inches and 50 lbs; airlines may charge checked bag fees; the agency is not responsible for such

fees; lost/damaged luggage must be reported directly to the carrier before leaving the airport.

9. Hotels; Accommodations; Check-in/Check-out; Substitutions

9.1 Rooming. Standard twin-bedded rooms with private facilities are requested unless a different bed type is requested, which remains subject to availability and hotel discretion; single rooms may be smaller; occupancy count does not dictate room size; hotel rates are not negotiable and based on supplier agreements.

9.2 Air-Conditioning; Facilities; Rates. Air-conditioning abroad may differ, may be shut down at night and seasonally.

9.3 Check-in/Check-out. Hotel check-in is generally not before 3:00 p.m., and check-out is before noon; ensure adequate accommodation arrangements for late-night flights.

9.4 Substitutions; No Refunds for Differences. We reserve the right to substitute hotels of equal standard, with no refunds for any difference in cost.

9.5 Profiles and Ratings. Hotel and cruise ship profiles, star ratings, images, and descriptions are provided by partners and may vary; the Company is not responsible for inaccuracies or changes by third parties.

10. Meals; Special Diets

10.1 Meals. Meals are as specified in the itinerary and generally buffet or set menu; beverages are typically not included unless stated.

10.2 Dietary Requests. While not guaranteed, efforts will be made to honor special dietary requests submitted in writing upon booking Company's services.

11. Transfers

11.1 Inclusions and Deviations. Airport transfers are provided as indicated for each tour or land-only package; if you deviate from itinerary arrival/departure dates, you must procure your own transfers.

12. Luggage on Escorted Tours

12.1 Limits and Charges. Escorted tour buses allow one piece of luggage per person plus a carry-on; additional baggage is subject to a handling charge per piece.

12.2 Loss/Damage Reporting. We are not responsible for loss or damage to luggage and personal belongings; losses must be reported immediately and documented by local authority for insurance submission.

13. Sightseeing; Itineraries; Punctuality; Group Size; Harmony

13.1 Operation and Timing. Sightseeing is operated by motor vehicle sized to group; listed times are approximate; early starts may occur; you are responsible for arriving on

time; late arrival may result in you being considered a “no-show” and you will not receive a refund.

13.2 Group Size. We cannot guarantee the number of passengers on any tour; services remain constant regardless of group size.

13.3 Group Harmony. We reserve the right to accept, reject, or expel any individual deemed disruptive or incompatible, including those under the influence, with related expenses borne by the passenger and no refunds will be issued for unused services. Clients should be able to maintain the pace of the tour. Clients requesting special accommodations for their trip, including but not limited to accessibility, medical, and/or lodging accommodations may be better served independently. We can suggest touring options based on specific requirements.

14. Cruises

14.1 Itinerary/Ship Changes. Cruise itineraries and ships are subject to change without notice; ships may be chartered or departures canceled with monies refunded; the Company is not responsible for losses, including airfare or visa fees, from cruise line changes.

14.2 Medical Services. Many ships carry medical staff; local services may also be contacted, and charges are the Client’s responsibility; the Company and operator are not responsible for services provided.

14.3 Health Requirements. Required inoculations must be recorded on a valid vaccination certificate carried by the client; ill passengers may be quarantined and/or removed and may only be allowed to resume upon accredited medical clearance; all associated costs are borne by the passenger.

15. Travelers with Disabilities; Special Needs; Service Animals

15.1 Suitability and Self-Sufficiency. Participants requiring assistance must notify the Company prior to reservation; tour staff are not able to provide such assistance; the Company may reject or remove individuals where Client unduly breaches the policies set forth within this Agreement, interferes with other Client’s participation and/or enjoyment of Company’s services, is under the influence of intoxicants, and/or unduly burdens other Clients through inappropriate and/or discriminatory words and/or actions, with related expenses borne by the offending Client.

15.2 ADA; USA Tours. Pursuant to the ADA, the Company seeks to accommodate disabled travelers to the extent possible and consistent with the itinerary; some features may not be accessible; mobility-device users may not receive individual assistance; some itineraries cannot accommodate wheelchairs or scooters; advise accessibility requirements prior to booking.

15.3 International Tours. Hotels and vessels outside the U.S. are not required to comply with ADA and may lack ramps, wide entryways, or elevators; wheelchairs, walkers, and scooters may not be allowed aboard motor coaches and river cruises due to constraints.

15.4 Service Animals. Service animals will not be accommodated on international tours due to potential conflicts with other participating Clients, Suppliers, and/or guests. For

domestic travel and trips, Company will abide by all requirements of the Americans with Disabilities Act (“ADA”), but Client is responsible for complying with all ADA policies of Suppliers including but not limited to airline, hotel, accommodation, tour, and all other third-party Supplier requirements. Clients will be responsible for any additional costs, fees, or other expenses imposed by third-party Suppliers to accommodate Service Animals.

16. Health; Fitness; Assumption of Personal Risk in Activities

16.1 Fitness to Travel. Individuals with certain conditions (including but not limited to, heart disease, chronic illness, advanced pregnancy, mental illness, and all other high-risk medical conditions) should not participate in rigorous programs; persons arriving or becoming ill may be removed until medically cleared, with costs borne by the passenger.

16.2 Activity Risks; Medical Authorization. Travel involves hazardous activities and risks, including from nature, animals/insects, weather, limited medical access, and negligence of the Company or others; the client accepts and assumes all risks, agrees to hold harmless and release the Company from third-party negligence claims, and authorizes emergency medical treatment and hospitalization as necessary.

17. Force Majeure

17.1 Definition and Effect. Force majeure events making performance inadvisable, impracticable, illegal, or impossible include, without limitation, acts of God, government, war, civil unrest, strikes, terrorism or threats, unexpected airspace closures, pandemics/epidemics, health conditions, earthquakes, hurricanes, lightning, explosions, and unexpected legislation.

17.2 Consequences. In a force majeure event, the parties will look to and follow Supplier cancellation policies, the travel proposal, and these Terms; changes to policies are at the sole discretion of the Supplier (if applicable) and the Company; Clients will be informed of options.

18. Compliance; Conduct; Safety; Legal Requirements

18.1 Laws and Regulations. You must comply with all applicable laws, regulations, health protocols, and safety rules of destinations and Suppliers. You are solely responsible for any fines, penalties, or costs arising from non-compliance.

18.2 Prohibited Conduct. Disorderly, abusive, illegal, or unsafe conduct may result in removal from an activity or the entire trip without refund and at your expense.

19. Disclaimers; Release; Limitation of Liability; Indemnification

19.1 Independent Contractors and Release. All Suppliers are independent contractors; the Company is not liable for any negligent or willful act or failure to act of any such person or entity or other third party. Without limitation, the Company is not responsible for injury, loss, damage, death, delay, or inconvenience from causes beyond its control, including acts of God/government, force majeure, war/civil unrest, strikes, overbooking,

structural or defective conditions in lodging, mechanical or other failures of transportation or failures to arrive/depart safely or timely, hazards from animals/insects/marine life/vegetation, recreational activities, sanitation, food poisoning, lack of medical care, evacuation difficulty, illness or epidemics. Client releases the Company from its own negligence and assumes all risk thereof.

19.2 Limitation of Damages. To the maximum extent permitted by law, in no event shall Company be liable for indirect, special, incidental, consequential, exemplary, or punitive damages, lost profits, loss of opportunity, emotional distress, or reputational harm. Company's aggregate liability, if any, shall not exceed the total amounts actually received by Company for the specific Travel Service giving rise to the claim.

19.3 Indemnification. You agree to defend, indemnify, and hold harmless Company, its affiliates, members, managers, employees, and agents from and against any claims, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) your breach of these Terms or Supplier terms; (b) your negligence, willful misconduct, or violations of law; or (c) claims by members of your traveling party or third parties arising from your acts or omissions.

20. Tipping; Fees; Taxes; Surcharges

20.1 Tipping. Actual tipping remains discretionary and may vary by Supplier, destination, and service level.

20.2 Tipping Guidance. Drivers, including private cars and motorcoach drivers: \$5–\$10 per person per day; Tour Guides: \$10–\$20 per person per day.

20.3 Additional Fees and Taxes. You are responsible for Supplier-imposed fees, resort fees, port taxes, city taxes, visa fees, equipment rental fees, baggage fees, seat assignment fees, and similar charges unless expressly included in your Package.

21. Communications; Privacy; Data Use

21.1 Consent to Communications. By providing contact information, you consent to receive Covered Communications related to your Booking. You may opt out of marketing communications at any time.

21.2 Data Sharing. You authorize Company to share necessary personal data with Suppliers and service providers to fulfill your Booking, process payments, and provide support.

22. Marketing; Photographic and Video Release

22.1 Trip Media. The Company may take photographs or video of trips, and participants grant permission to use the same for promotional or commercial use without payment of compensation.

22.2 Opt-Out. If you wish to opt out of appearing in marketing media, notify us in writing at least [7] days prior to departure; we will use reasonable efforts to accommodate, but cannot control images captured in public spaces or by third parties.

23. Documentation Delivery; Electronic Signatures

23.1 Electronic Delivery. You agree to receive confirmations, itineraries, invoices, and documents electronically.

23.2 E-Sign Consent. Electronic signatures and records are valid and enforceable for all purposes.

24. Complaints; Support; Escalation

24.1 On-Trip Issues. Report any service issue immediately to the relevant Supplier and to Company so we can attempt to assist while remedial options may still be available.

24.2 Post-Trip. Provide written notice of any unresolved issue within [10] days of trip end to thetraveljewel@gmail.com. Please denote the details of the issue, the individuals, Suppliers, or entities involved, including but not limited to all evidence and all other relevant information pertaining to the issue for Company review.

25. Governing Law; Venue; Jury Trial Waiver; Class Action Waiver

25.1 Governing Law. These Terms are governed by the substantive laws of the State of New Jersey, without regard to conflicts principles.

25.2 Jury Trial Waiver. To the extent not prohibited by law, you and Company waive any right to a jury trial in any court proceeding arising out of or related to these Terms or the Travel Services.

25.3 Class Action Waiver. Disputes will be resolved only on an individual basis. Neither party will bring or participate in any class, collective, consolidated, or representative action.

26. Binding Arbitration

26.1 Agreement to Arbitrate. Any dispute concerning, relating, or referring to this Agreement, promotional materials, or the trip itself shall be resolved exclusively by binding arbitration pursuant to the Federal Arbitration Act, either under the then-existing Commercial Rules of the AAA or the Comprehensive Arbitration Rules & Procedures of JAMS.

26.2 Venue and Law. Proceedings will be governed by substantive (but not procedural) law and will take place in Prince Georges County, MD.

26.3 Delegation. The arbitrator shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, conscionability, or formation of this contract, including any claim that all or any part is void or voidable.

26.4 Waiver. By agreeing to these terms, the parties waive the right to a trial by jury.

27. Supplier Terms; Additional Conditions

27.1 Incorporation by Reference. Supplier terms, conditions, carriage contracts, fare rules, and liability limitations are incorporated by reference and apply in addition to these

Terms. In case of conflict, the more restrictive term in favor of Supplier's protections typically applies as to the Supplier-provided service.

27.2 Separate Responsibility. Suppliers are solely responsible for the nature, safety, and quality of their services.

28. Name/Branding and Successors

28.1 Assignment. Company may assign these Terms or delegate performance in whole or part to an affiliate or successor without notice. You may not assign your rights or obligations without Company's written consent.

29. Notices

29.1 Method. Notices to Company must be delivered by email to thetraveljewel@gmail.com. Notices to you may be delivered electronically to the email on file.

30. Confirmation of Entire Agreement & Disclosures

30.1 Entire Agreement. These Terms, your invoice, itinerary, and any signed waivers constitute the entire agreement and supersede prior proposals or communications regarding the Travel Services.

30.2 Severability. If any provision is held unenforceable, it shall be modified to the minimum extent necessary to be enforceable, and the remainder will remain in effect.

30.3 No Waiver. Failure to enforce any provision is not a waiver of that or any other provision.

30.4 Updates. We may update these Terms at any time; the version in effect on the date you make or modify a Booking applies.

30.5 Headings. Section headings are for convenience only.

31. Acknowledgment and Acceptance

By paying any amount, signing electronically or physically, or participating in Travel Services, you acknowledge that you have read, understood, and agree to be bound by these Terms on behalf of yourself and all persons in your party, and that you are authorized to accept on their behalf.