



Travellab's
Terms and Conditions of Sale

The following terms and conditions (referred to herein as these “Terms and Conditions” or this “Agreement”) apply to all travel and travel related Services offered for sale by Travellab, LLC (“Travellab”) and/or its officers, directors, employees, representatives, affiliates, agents, affiliated companies, independent contractors, or subcontractors (hereinafter referred to as “Travellab”, “we,” or “us”). Travellab is located at 925 S. Wolfe Rd., Unit 53, Sunnyvale CA, 94086. Our telephone number is 330-212-8225.

The terms “Service” or “Services” as used in these Terms and Conditions encompass: travel planning, ground transportation, hotel rooms, resorts, or other lodgings, tours, car rentals, air transport, leisure or adventure activities, equipment rentals, passage on ferries, charters, river boats, and other water vessels, expeditions, and any other travel or travel related products offered, sold, or provided by Travellab. The term “Trip” is defined as any package of Services offered or sold by us, including all offered Tours and Expeditions. “Supplier” or “Vendor” refers to any provider of the Services we offer. All Trips we offer are all-inclusive and the Services encompassed in them are not separable. “Itinerary” refers to the particularized schedule for a Trip. References herein to “Traveler,” “you,” or “your” shall apply to each and any of the following: a party participating in an offered Trip and/or the party who purchases, or attempts to purchase, a Trip for themselves and/or others, including their Parent or Legal Guardian who accepts these Terms and Conditions on their behalf if the party participating is not of legal age to enter into a binding legal contract on their own behalf.

All bookings of Trips are also subject to the Terms and Conditions of the supplier of the Service incorporated in a Travellab Trip. By placing an order with Travellab, you agree to abide by all the Terms and Conditions of the applicable Suppliers without reservation, and to be bound by the limitations therein. If the Supplier’s Terms and Conditions are ever in conflict with the Terms and Conditions of Travellab, Travellab’s will control all issues relating to the liabilities and responsibilities of Travellab.

Please read these Terms and Conditions carefully, ask us any questions you have about them, and consult your attorney before you agree to be bound by them. Traveler acknowledges that they have taken note of these Terms and Conditions before making a booking and have accepted the same by checking the “I have read and agreed to the terms & conditions” box on the bottom of our secure online travel booking form and submitting the form electronically to us. When Traveler is purchasing a Trip for one or more Travelers besides themselves, checking the “I have read and agreed to the terms & conditions” box verifies Traveler has informed all other Travelers in their group of these Terms and Conditions and accepts them on their behalf, they have full authority on behalf of all the persons whose names appear thereon, they agree to be responsible for any error in the accuracy of information provided by them, and warrant that the other Traveler(s) in their group, after consideration and with an opportunity to consult legal counsel, also agree to be bound by these Terms and Conditions. Without this acceptance, the processing of an order or inquiry is not technically possible. Therefore, by placing an order with Travellab, you (and all Travelers in your group, if applicable) agree to abide by these Terms and Conditions without reservation and to be bound by the limitations herein.

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1. Eligibility. The Lead Passenger (the Traveler who submits a Trip reservation) must be over the age of 18 to purchase a Travellab Trip and agree to these Terms and Conditions.

U.S. Purchasers: The Services offered by Travellab are available for purchase by residents of the United States (excluding Hawaii, Florida, Washington, or Iowa) while in the United States, its territories, possessions, and protectorates, who have all the requisite power and authority to enter into and perform the obligations under these Terms and Conditions.

2. Modification of Our Terms and Conditions. Our Terms and Conditions may be amended or modified by us at any time, without notice, on the understanding that such changes will not apply to Trips booked prior to the amendment or modification. It is therefore essential that you consult and accept our Terms and Conditions at the time of making a booking, particularly in order to determine which provisions are in operation at that time in case they have changed since the last time you placed an order with Travellab or reviewed our Terms and Conditions.

3. Payments. Full prepayment for your Trip is due 14 days prior to departure (please note that the Cancellations and Alterations Policies may apply: see section 5 below). Travellab accepts payments by:

- a. credit cards, including Visa and MasterCard;
- b. check payable to Travellab, LLC
- c. wire transfer

4. Prices. Our prices are contractual tariffs. No claim relating to the price of a Trip will be considered once the reservation is effective. Prices for tours are listed in tour descriptions on our website(s), and will be confirmed at time of booking.

Unless otherwise stated in the description of the offer, the following will **NOT** be included as part of the advertised price (if applicable):

- items of a personal nature such as incidentals
- baggage charges
- excess baggage charges
- airport taxes
- foreign government departure taxes
- costs of Passports or Visas
- reciprocity entrance fees
- inspection fees
- customs fees
- immigration and naturalization fees
- single room supplement
- travel insurance including health, accidents, lost baggage and trip cancellation
- phone calls
- internet connection
- airport parking
- optional activities
- tips and gratuities
- any other activities or items not explicitly advertised as included in the price of a Trip in the description of the offered Trip

5. Cancellations and Alterations Policies.

a. Cancellations Attributable to Traveler

Unless otherwise stated in the Itinerary, for all cancellations we will refund the following percentages of monies received, refund the cost of your trip less the following per-person charges. Please note that a no show passenger (regardless of the reason for the no-show) forfeits **all** deposits and payments made to Travellab:

Prior to Departure	Charge
60 days and more before the Trip departure	Full Refund of Prepayment
59-45 days prior	85 % Refund of Prepayment
44-30 days prior	70 % Refund of Prepayment
29-15 days prior	50 % Refund of Prepayment
14 days prior or no-show	<u>No</u> Refund of Prepayment

Most Suppliers have their own policies in regards to cancellation or alterations and Travelers should review those policies prior to purchase. Any cancellation or alteration of your booking may result in these costs that will be billed by our Suppliers in addition to our Administrative Fees. The cancellation penalties on payments will be determined by these individual Suppliers and vendors and will be assessed in addition to Travellab's policies.

After the date of departure, **no refunds** will be provided for cancelled, changed, or modified travel, accommodations, or services, regardless of the reason given for said cancellation, change or modification.

This includes any no-shows which result from air travel issues, including delayed or cancelled flights, failure to obtain proper documentation prior to travel, incorrect dates or destinations on traveler purchased tickets, incorrect names provided to airlines, etc.

Important: All tickets for air travel are non-refundable generally unless specifically described otherwise. Any alteration, transfer, or cancellation relating to airfare, or Trips (flight + other Services) which affect the booked flight(s), will involve charges up to the price of the air tickets bought including, without limitation, all fees, taxes, and charges. If you are allowed to change your flight, the penalties may be significantly higher due to availability and fares at the time of change and/or additional fees that may be charged by the air carrier.

b. California and Illinois Residents only:

Upon cancellation of the transportation or travel services, where the Traveler is not at fault and has not canceled in violation of any terms and conditions previously clearly and conspicuously disclosed and agreed to by the Traveler, all sums paid to the seller of travel for services not provided will be promptly paid to the Traveler, unless the Traveler advises the seller of travel in writing, after cancellation. In California, this provision does not apply where the seller of travel has remitted the payment to another registered wholesale seller of travel or a carrier, without obtaining a refund, and where the wholesaler or provider defaults in providing the agreed-upon transportation or service. In this situation, the seller of travel must provide the Traveler with a written statement accompanied by bank records establishing the disbursement of the payment, and if disbursed to a wholesale seller of travel, proof of current registration of that wholesaler.

c. Cancellations and Alterations attributable to Travellab.

In the unlikely event that a major change (involving a change of departure or return date, departure city or destination) becomes necessary, we will notify you as soon as possible and will try to substitute comparable Services.

Travellab Trips are to remote destinations where infrastructure often does not run as smoothly as traveler may be accustomed to. Many things may cause an itinerary to be altered during a Trip, including road closings and blockages, weather, and ever changing government policy. Travellab cannot be held accountable for itinerary changes caused by reasons out of their control.

In the event of complete cancellation by us, our only liability will be limited to a refund of all monies paid. Travellab is not responsible for additional expenses incurred by Travelers in preparation or anticipation of their Trip (i.e. non refundable "Advance Purchase" air tickets, medical expenses, insurance charges, equipment, etc.).

Every Trip has a minimal number of participants. This number is included in the Trip description on our website. Travellab reserves the right to cancel any Trip due to insufficient sign-up which makes the Trip economically unfeasible to operate. If this happens, a full refund of the Trip Cost is given. However, Travellab is not responsible for additional expenses incurred by travelers preparing for the Trip. To try and avoid this situation, when the minimum participant number is met we will advise Travelers who have already purchased a Trip that and the Trip will go as planned. At this point we would recommend purchasing air tickets and finalize travel plans. We will do our best to send out the confirmation as soon as possible.

6. Issuing Travel Documents. Travel documents will only be sent to the purchasing Traveler who places the order and personally agrees to these Terms and Conditions. Should you change your email address, phone number, or address before your departure date, you are required to advise us of the change. If your tickets require a faster delivery time or special attention you must contact us and may be required to pay any additional fees. Almost all tickets are issued as electronic tickets. Paper tickets are required by some airlines.

Bookings that require paper tickets will be charged the higher processing/handling fee and documents will be shipped to the listed billing address. Paper tickets will only be shipped to the billing address of the credit card within the USA used for purchase of the Trip. If a Traveler provides incorrect information to Travellab, we do not assume any liability if the Trip is adversely affected or made impossible by the non-receipt of travel documents.

7. Special Rules Relating to Minors.

a. International Travel by Minors.

Laws require that children under 18 years traveling international without one or both parents must have a notarized letter from the non-accompanying parent or parents stating that they have given consent for the child to leave the country. If one parent is deceased, a copy of the death certificate is necessary. If a child under the age of 18 years on the day of departure is traveling with a parent whose last name differs from the last name of the child, proof of parentage will be required. Parent's name change must be documented.

b. Unaccompanied Minors.

For some Destinations Travelers who have not reached the age of 18 on the day of departure will be denied boarding if not accompanied by an adult. Please contact the consulate of the country you going to visit and/or airline. Some hotels require Travelers to be not less then 21 years old to check-in.

8. Travelers with Special Needs or Disabilities.

If you have special needs (e.g., wheelchair accessible room, traveling with seeing eye dog, etc.) you must call all relevant Service provider for your Trip ahead of time and verify that special needs can be met. Depending on the terms and conditions of the applicable provider, your reservation will be refunded, canceled or modified if special handicapped needs cannot be met. Travellab make no guarantee as to the ability of any Accommodations, transportation, activity provider, or facilities advertised on its site to meet the special needs of disabled clients. We have no special knowledge regarding the suitability for disabled persons of any portion of any Trip or activity offered.

9. Insurance. Should you have to cancel your Trip because of illness, injury or death to you or an immediate family member, depending on the type of coverage purchased, Trip cancellation insurance may protect some or all deposits and payments for both air and tour costs. Purchasing Trip cancellation insurance at a much later date may limit some of the coverage as to pre-existing or other conditions. Travellab strongly recommends the immediate purchase of Trip cancellation insurance including emergency medical evacuation.

10. Passports, Visas, and Health Requirements. It is Traveler's responsibility to verify they have all the necessary visas, transit visas, passport, and vaccinations prior to travel. A full and valid passport is required for all persons traveling to any of the international destinations that we feature. You must obtain and have possession of a valid passport, all visas, permits and certificates, and vaccination certificates required for your entire Trip.

Most out of international Trips require a passport valid until at least six (6) months beyond the scheduled end of your Itinerary. Non-U.S. citizens should contact the appropriate consular office for any requirements pertaining to their Trip. Further information on entry requirements can be obtained from the State Department, by phone (202) 647-5335 or access online at <http://travel.state.gov/travel> or directly from the destination country's website.

Some countries require you to be in possession of a return ticket or exit ticket and have sufficient funds, etc. Similarly, certain countries require that the Traveler produce evidence of insurance/repatriation coverage before it will issue a visa.

You must carefully observe all applicable formalities and ensure that the surnames and forenames used for all passengers when making a booking and appearing in your travel documents (booking forms, travel tickets, vouchers, etc.), correspond exactly with those appearing on your passport, visas, etc.

Immunization requirements vary from country to country and even region to region. Up-to date information should be obtained from your local health department and consulate. You assume complete and full responsibility for, and hereby release Travellab from, any duty of checking and verifying vaccination or other entry requirements of each destination, as well as all safety and security conditions of such destinations during the length of the proposed travel or extensions expected or unexpected. For State Department information about conditions abroad that may affect travel safety and security, go to http://travel.state.gov/travel/travel_1744.html, or contact them by phone at (202) 647-5335. For foreign health requirements and dangers, contact the U.S. Centers for Disease Control (CDC) at (404) 332-4559, use their fax information service at (404) 332-4565, or go to <http://wwwnc.cdc.gov/travel/>.

It is your responsibility to ensure that you hold the correct, valid documents for the countries you are visiting and have obtained the necessary vaccinations, clearance to travel, and hold the necessary confirmations for medications required as we cannot be held liable for any illness, delays, compensation, claims and costs resulting from your failure to meet these requirements.

WE CANNOT ACCEPT RESPONSIBILITY IF YOU ARE REFUSED PASSAGE ON ANY AIRLINE, CRUISE, TRANSPORT OR ENTRY INTO ANY COUNTRY DUE TO THE FAILURE ON YOUR PART TO CARRY OR OBTAIN THE CORRECT DOCUMENTATION. IF FAILURE TO DO SO RESULTS IN FINES, SURCHARGES, CLAIMS, FINANCIAL DEMANDS OR OTHER FINANCIAL PENALTIES BEING IMPOSED ON US, YOU WILL BE RESPONSIBLE FOR INDEMNIFYING AND REIMBURSING US ACCORDINGLY.

11. Accommodations. “Accommodations” are any lodgings in a dwelling or similar living quarters afforded to Travelers including, but not limited to, hotels, lodges, camp grounds, quarters in ships and charters, motels, and resorts. Travellab provides the accommodations for its Trips through third-party Vendors and retains no ownership or management interest in those Accommodations. Travellab does not guarantee the location or the amenities of the Accommodations, nor the performance of the third-party Vendors. Accommodations in the third world and other remote destinations we travel to do not typically have the same amenities travelers may be used to in the western world. Traveler should be prepared for this for different standards of cleanliness, food and water quality, potential lack of running water or electricity. If any issues arise, please contact the owner/operators of the respective Accommodations directly.

Prices of Accommodations are based on double occupancy. If you prefer single Accommodations, most Accommodations require you to pay a single supplement fee which can vary depending on the Accommodations. Please contact us for specifics on the single supplement fees for each Trip.

12. Notices. Any notices required or permitted hereunder shall be given:

a. If to Travellab, via certified mail, return receipt requested, addressed to:

Travellab
925 S. Wolfe Rd., Unit 53
Sunnyvale CA, 94086

Or via email to:

info@travellab-ethiopia.com

b. If to Traveler, at the email or physical address provided by Traveler during the registration process.

c. Such notice shall be deemed given: upon personal delivery; if sent by electronic mail, upon confirmation of receipt; or if sent by certified or registered mail, postage prepaid, three (3) days after the date of mailing.

13. Seller of Travel Disclosures. Travellab is registered with the California Department of Justice. CST# **2120623-50**. Pursuant to California Law, Travellab has a \$10,000 bond. Registration as a seller of travel does not constitute approval by the State of California. This business is a participant in the California Travel Consumer Restitution Corporation fund. Please be advised that passengers physically located in California at time of sale may request reimbursement from TCRC if they are owed a refund of more than \$50 for transportation or travel services which was not refunded in a timely manner by a seller of travel who was registered and participating in the TCRC at the time of sale. The maximum amount which may be paid by the TCRC to any one passenger is the total amount paid on behalf of the passenger to the Seller of Travel, not to exceed \$15,000. * Please note that if you were outside of California at time of purchase, such transactions are not covered by the TCRC.

A claim must be submitted to the TCRC within six months after the scheduled completion date of the travel. A claim must include sufficient information and documentation to prove your claim and a \$35 processing fee.

You must agree to waive your right to other civil remedies against a registered participating seller of travel for matters arising out of a sale for which you file a claim with the TCRC, if you were located in California at the time of the sale.

You may request a claim form by writing to: Travel Consumer Restitution Corporation, P.O. Box 6001, Larkspur, CA 94977-6001; or by faxing a request to : 415-927-7698.

14. Local Customs, Laws, and Travel Risks. Most Travelers will be traveling to foreign countries, with different customs, standards, laws and risks than those Travelers are accustomed to. Traveler understands that they must be prepared to cope with the unexpected, with local customs and shortages, with the vagaries of weather, travel and mankind in general. As such, Traveler acknowledges and accepts the risks associated with travel in a foreign country and agrees to release and hold Travellab harmless for any such problems experienced while participating in their Trip.

All Travelers must obey the local laws and regulations of the countries they visit on their Trip. Travellab is not liable or responsible for any damages, costs and/or added expenses incurred as a result of Traveler's failure to obey any local, provincial or federal laws.

Although most travel to participating destinations is completed without incident, travel to certain areas may involve greater risk than others. Injuries and fatalities can potentially occur during and around climbing at high altitudes or on any traditional Trip. Trips may take you to remote areas and bring you into close contact with wild animals and other hazards, natural and manmade. Travellab cannot be held responsible in the unlikely event that an attack should take place or you encounter any other hazard. You must carry and abide by all information we provide you with in relation to your Trip arrangements at all times as this is crucial for your own safety and security.

You assume sole responsibility for your own safety at any destination traveled to, and acquainting yourself with the know risks of your chosen destination. Travellab cannot guarantee your safety at any time, but while Traveler is with their group leader on their Trip, Travellab will undertake its best efforts to protect traveler from known safety concerns and provide adequate security during the Trip. BY OFFERING OR FACILITATING TRAVEL TO CERTAIN DESTINATIONS, WE DO NOT REPRESENT OR WARRANT THAT TRAVEL TO SUCH POINTS IS ADVISABLE OR WITHOUT

RISK, AND WE SHALL NOT BE LIABLE FOR DAMAGES OR LOSSES THAT MAY RESULT FROM TRAVEL TO SUCH DESTINATIONS.

15. Legal Compliance and Proper Conduct. Traveler understands that their participation in a Trip may be terminated if Traveler is disciplined by any civil or criminal authorities, Accommodation Supplier, charter operator, rental agency, tribal leaders or counsel, or if Travellab, in its sole discretion, determines that Traveler's conduct is incompatible with the interests, safety or welfare of other Travelers or Service providers/Vendors, their employees, or independent contractors. In this event, Traveler is responsible for arranging and paying for substitute travel and Accommodations.

16. Marketing Materials and Illustrative Photos. Travellab endeavors to illustrate the Services it offers using photographs or illustrations that provide a realistic representation of the Services offered. However, please note that photographs and illustrations appearing in descriptions are for illustrative purposes only. They are binding on Travellab only to the extent that they illustrate the type or standard of such Services, and are not contractual nor are they to be construed as guarantees of the conditions of the Services pictured at the time of your Trip. The images of the Services on AnswerTravel.com and its other marketing materials are drawn from the individual Service websites and Travellab cannot confirm the veracity of the pictures or current status of the Trip destinations.

17. Limitation of Liability. IN NO EVENT SHALL TRAVELLAB BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, DAMAGES FOR ANY LOSS OF OPPORTUNITY OR OTHER PECUNIARY LOSS, EVEN IF TRAVELLAB HAS BEEN ADVISED OF THE POSSIBILITY OR PROBABILITY OF SUCH DAMAGES OR LOSSES, WHETHER SUCH LIABILITY IS BASED UPON CONTRACT, TORT, NEGLIGENCE OR OTHER LEGAL THEORY. IN NO EVENT SHALL TRAVELLAB'S TOTAL AGGREGATE LIABILITY TO THE TRAVELER FOR CLAIMS ARISING UNDER THIS AGREEMENT EXCEED THE TOTAL AMOUNTS PAID BY THE TRAVELER TO TRAVELLAB UNDER THIS AGREEMENT.

TRAVELLAB IS ACTING AS A MERE AGENT FOR ALL SUPPLIERS OF ALL THIRD PARTY PROVIDED SERVICES AND ACCOMMODATIONS ADVERTISED AND/OR SOLD BY US. ANY AND ALL SUPPLIERS OF THIRD PARTY PROVIDED SERVICES, AND ACCOMMODATIONS ADVERTISED AND/OR SOLD BY TRAVELLAB ARE THIRD PARTY VENDORS AND TRAVELLAB RETAINS NO OWNERSHIP INTEREST, MANAGEMENT, OR CONTROL OF THOSE THIRD PARTY VENDORS. TO THE FULLEST EXTENT PERMITTED BY LAW, TRAVELLAB DOES NOT ASSUME LIABILITY FOR ANY INJURY, DAMAGE, DEATH, LOSS, ACCIDENT OR DELAY DUE TO AN ACT OR OMISSION OF ANY THIRD PARTIES (INCLUDING THIRD PARTY VENDORS), GOVERNMENTAL AUTHORITY, OR ACTS ATTRIBUTABLE TO YOU YOURSELF, INCLUDING, WITHOUT LIMITATION, NEGLIGENT OR RECKLESS ACTS, EVEN IF TRAVELLAB HAS BEEN ADVISED THAT SUCH DAMAGES WERE POSSIBLE OR PROBABLE.

18. Disclaimer of Warranties. UNLESS OTHERWISE STATED, ALL GOODS AND SERVICES OFFERED BY TRAVELLAB ARE PROVIDED TO YOU ON AN "AS IS," "AS AVAILABLE" BASIS.

TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, TRAVELLAB DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, SUITABILITY FOR A PARTICULAR PURPOSE, TITLE, UNINTERRUPTED SERVICE, AND ANY WARRANTIES ARISING OUT OF A COURSE OF PERFORMANCE, DEALING OR TRADE USAGE FOR ALL GOODS AND SERVICES SOLD

BY/THROUGH TRAVELLAB. Applicable law in your jurisdiction may not allow the exclusion of implied warranties, so the above exclusions may not apply to you.

19. Indemnification and Release. Except as otherwise set forth herein, Traveler hereby releases Travellab from any and all liability, loss, expense, damages, or claims arising out of or resulting from Traveler's participation in a Trip, whether caused by the negligent or reckless conduct of Traveler, a Service Provider, a provider of Accommodations, another third party, or otherwise.

Traveler hereby also agrees to indemnify, defend and hold harmless Travellab from and against any and all damages, losses, claims, liabilities, deficiencies, costs, fees (including reasonable attorneys' fees) and expenses, arising out of any claim brought against Travellab regarding, resulting, or arising from Traveler's participation in a Trip or Traveler's performance of this Agreement.

20. Force Majeure. Travellab shall not be responsible for failure to perform any of its obligations under this Agreement during any period in which such performance is prevented or delayed due to Force Majeure. "Force Majeure" refers to any event beyond Travellab's reasonable control, including but not limited to severe weather, fire, flood, mudslides, earthquakes, war, labor disputes, strikes, epidemics, World Health Organization's advisories and/or alerts, Center for Disease Control's advisories and/or alerts, U.S. State Department's advisories and/or alerts, any order of any local, provincial or federal government authority, interruption of power Services, terrorism or any other causes beyond the control of Travellab or deemed by Travellab to constitute a danger to the safety and well-being of Travelers. Travellab reserves the right to cancel any Services described in a Trip Itinerary due to Force Majeure.

21. Special Rules Regarding Air Transport.

a. General conditions governing air transport.

Travellab's responsibilities in respect to air travel are limited by the relevant airline's Contract of Carriage. All airline Contracts of Carriage are available for view publicly on their websites and at their office branches. The airline fulfilling your reservation *may* change from the airline mentioned in our electronic brochure and advertisements. In this instance we will contact you to let you know of the change. Travellab is not able to specify the type of aircraft to be used by any airline or guarantee seat assignments. In addition, Travellab is not responsible for losses due to cancelled flights, seats, or changed flight itineraries. Airlines retain the right to adjust flight times and schedules at any time; schedule changes can result in an itinerary that falls outside of contractual agreements. You cannot cancel your reservation without penalty due to a change of airline, aircraft type or destination. If an airline cancels or delays a flight, you should work with the airline to ensure you arrive at your destination on or ahead of time. Travellab will not provide any refund for Trips missed, in part or full, due to missed, cancelled or delayed flights, or other flight irregularities including, without limitation, denied boarding whether or not you are responsible for such denial. Airline flights may be overbooked. A person denied boarding on a flight may be entitled to a compensatory payment or other benefits. The rules for denied boarding are available at all ticket counters in your Contract of Carriage.

Direct flights may be "non-stop" or may involve one or more stop-overs (in the latter case this means the same flight by the airline, because the flight number remains the same). The same applies to connecting flights that may be subject to crew changes. When you reserve a scheduled or charter flight involving a stop-over in a town, and the second flight takes off from a different airport to the airport of arrival, ensure that you have sufficient time for reaching the second airport. The journey to the other airport is at your own expense. Travellab will not be able to reimburse you for these costs, nor will it be liable if you miss the second flight.

Travellab will not bear any liability, particularly in the event of timetable changes, delays, cancellations, etc., attributable to force majeure (labor dispute, strikes, storms, wars, earthquakes, epidemics, etc.) or in the event that, after the specified arrival time at the airport, it is found that the customer is refused boarding for failure to comply with the administrative or health formalities, or failure to check-in.

b. Problems related to the issuance of e-tickets

As of June 1st, 2008, the International Air Transport Association (IATA) has imposed new rules with regard to the issuing of air travel tickets. As of that date, travel agencies and airlines have an obligation to only issue travel tickets via electronic means (i.e. electronic ticket or "e-ticket"). Even so, paper tickets are required by some airlines. Bookings that require paper tickets will be charged the higher processing/handling fee and documents will be shipped to the listed billing address.

Due to technical constraints to do with airline's restrictions in relation to certain requirements (infants under the age of 2, inter-airline agreements, groups, etc.), it may be impossible to issue an electronic ticket to an airline which requires it. Therefore, though a flight may be shown as available, it might prove impossible for us to honor your reservation. This situation, which is outside our control, will not result in liability on our part.

If we cannot issue you an e-ticket for an airline which requires it, we will contact you to propose an alternative route solution. This could involve a different tariff and/or additional costs for which you would be responsible. In the event of the absence of an alternative solution, your refusal to pay any tariff difference, or if the issuance of tickets proves impossible, we would be forced to cancel your reservation at no cost to you. We will provide you with a full refund within 30 days after determining that there is no alternative solution possible.

c. Check-in

Call airline or review their Contract of Carriage to find out how long before the departure passengers have to check in. Usually it is 3 hours prior to departure. Some airlines require Travelers to have a credit card available to check-in. If Travelers come late to check-in they will be denied boarding.

Failure to check-in for a flight on the outward journey will automatically result in cancellation of the return flight by the airline. Any interrupted or shortened journey, or any Service that you do not take up, will not entitle you to a refund. If you have taken out insurance coverage, and in particular insurance for the interruption of a stay, you must comply with the procedures for cancellation appearing in your insurance contract.

d. Flight connections

If any booked flight connecting with your outbound or inbound flight is cancelled or delayed, the airlines reserve the right to provide that transport by any other means (coach/bus, train, etc.).

If you organize your own connecting transport with the arrangements booked with Travellab, we would advise that you reserve flexible or refundable tickets in order to avoid the risk of any financial loss. You are also advised not to make any important appointments for the day following your return date.

Travellab cannot accept responsibility for the consequences of delays (such as a cancelled scheduled flight) in the context of connecting transport organized by you.

e. Luggage

Travellab assumes no liability for any loss or damage to baggage or personal effects, whether in transit to or from a Trip, or during a Trip. The airline is liable to you for the baggage you entrust 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, you should contact the your airline and declare the damage, absence or loss of your personal effects before leaving the airport, and then submit a declaration, attaching the

originals of the following documents: the travel ticket, the baggage check-in slip, and the declaration. It is recommended that you take out an insurance policy covering the value of your items.

Additional and oversized baggage fees: Most airlines have their own policy regarding luggage. We recommend that you check with your airline ahead of time for any weight restrictions and additional charges relating to checked baggage. Some airlines are now charging fees for even one checked bag. You will be responsible for paying to the airline any additional charges for checked or overweight baggage, including, but not limited to, golf bags and oversized luggage. If you exceed the weight limit set by your airline, and excess weight is permitted, you must pay a supplement directly to the airline at the airport.

22. Airport Transfers. Airport transfers are provided by Travellab to and from the airport in your featured destination. No airport transfers are provided in your country of origin or during any stop or layovers if applicable.

23. Activities Offered During your Trip. An offered activity may not be appropriate for all ages or for individuals with certain medical conditions. Travellab may not be held liable in the event of an incident or accident which is due to a lack of vigilance on your part.

It may happen that certain activities referred to in the Trip description are no longer provided by the local provider for climatic reasons, in the event of force majeure, during a stay out of the tourist season, or when the minimum number of participants required for providing a given activity is not reached. In the early or late season some activities may not be available, some of the facilities (restaurants, parks, etc.) may be closed, or maintenance work may be in progress. Travellab cannot be liable for activities unavailable due to any of the reasons listed above.

YOU ACKNOWLEDGE THAT THE USE OR ENJOYMENT OF AN ACTIVITY MAY BE HAZARDOUS AND INHERENTLY RISKY, AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, TRAVELLAB SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURY OR DEATH; LOST, STOLEN, DAMAGED OR DESTROYED PROPERTY; OR OTHER LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE ACTIVITY, AND ALL ACTIONS OR EVENTS OCCURRING PRIOR TO, DURING, AT OR AFTER, THE ACTIVITY.

24. Representations and Warranties. Traveler represents and warrants that Traveler: (i) has all requisite power and authority to enter into and perform the obligations under these Terms and Conditions; (ii) will abide by all laws, rules and regulations and will endeavor to comply with all local customs; and (iii) all of the information provided to Travellab to facilitate Traveler's Trip is true and accurate. Traveler authorizes Travellab to make any such investigations as Travellab determines to be necessary, at their sole discretion, to determine Travelers eligibility.

25. Medical and Physical Condition, Medical Emergencies. Some activities available on Travellab's Trips are physically active and interactive, so you must be in good physical condition and health to participate in them. Traveler certifies they will not take any alcoholic beverages or drugs that may impair their physical or mental abilities before their participation in any physically active activity while on a Trip.

Traveler certifies that they are responsible for managing their own medication and medical, physical, or allergic conditions during their Trip. Traveler understands that in the event of injury to Traveler, or exacerbation of Traveler's medical condition, Travellab may not be held responsible. If a serious emergency arises, it may be necessary for a physician to attend to Traveler, but Traveler recognizes that Travellab or is not obligated to take any action to facilitate or assist that treatment. The quality of medical personnel and facilities vary from region to region and cannot be controlled by Travellab. In some parts of the world, substandard medical care is common and unavoidable. Hospital facilities are often unavailable and evacuation can be prolonged, difficult and expensive. Travellab is not responsible for the costs of any

medical treatment you may require during a Trip and assumes no liability regarding provision of medical care or lack thereof that you may receive while on the Trip. YOU ARE RESPONSIBLE FOR RISKS ASSOCIATED WITH, AND COSTS, OF ANY AND ALL MEDICAL TREATMENTS YOU MAY REQUIRE OR RECEIVE DURING YOUR TRIP. Traveler releases Travellab from any liability relating to any such medical care, whether secured by a Service provider on behalf of Traveler, Travellab, or otherwise, and agrees to be responsible for any and all expenses incurred for said medical care.

26. Disputes: Binding Arbitration, Governing Law, Jurisdiction, Venue, etc. These Terms and Conditions and the relationship between You and Travellab will be governed by the laws of the State of California without regard to its conflict of law provisions.

You and Travellab shall attempt in good faith to resolve any dispute concerning, relating, or referring to a Trip, Services sold by us, our Privacy Policy, Credit Card charges, Travellab's website, any literature or materials concerning Travellab, and these Terms and Conditions or the breach, termination, enforcement, interpretation or validity thereof, (hereinafter a "Dispute") through preliminary negotiations. If the Dispute is not resolved through good faith negotiation, all Disputes shall be resolved exclusively by binding arbitration held in San Francisco, California and presided over by one (1) arbiter. The arbitration shall be administered by ADR Services, Inc. pursuant to JAMS' [Comprehensive Arbitration Rules and Procedures](#) and in accordance with the [Expedited Procedures](#) in those Rules. The arbitrator's decision shall be final and binding and judgment may be entered thereon. In the event a party fails to proceed with arbitration the other party is entitled of costs of suit including a reasonable attorney's fee for having to compel arbitration. Nothing herein will be construed to prevent any party's use of injunction, and/or any other prejudgment or provisional action or remedy. Any such action or remedy shall act as a waiver of the moving party's right to compel arbitration of any dispute.

You and Travellab agree to submit to the personal jurisdiction of the federal and state courts located in San Francisco, California with respect to any legal proceedings that may arise in connection with, or relate to, our Binding Arbitration clause and/or a Dispute. The Client and Travellab agree the exclusive venue for any and all legal proceedings that may arise in connection with, or relate to, our Binding Arbitration clause and/or a Dispute, shall be the federal and state courts located in Brooklyn, New York and to irrevocably submit to the jurisdiction of any such court in any such action, suit or proceeding and hereby agrees not to assert, by way of motion, as a defense or otherwise, in any such action, suit or proceeding, any claim that (i) he, she or it is not subject personally to the jurisdiction of such court, (ii) the venue is improper, or (iii) this agreement or the subject matter hereof may not be enforced in or by such court. YOU RECOGNIZE, BY AGREEING TO THESE TERMS AND CONDITIONS, YOU AND TRAVELLAB ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION WITH RESPECT TO THE CLAIMS COVERED BY THIS MANDATORY BINDING ARBITRATION PROVISION.

27. Attorney's Fees, Costs, and Expenses of Suit. If any act of law or equity, including an action for declaratory relief or any Arbitration Proceeding, is brought to enforce, interpret or construe the provisions of these Terms and Conditions, a Trip, our Privacy Policy, Travellab's website or any literature or materials concerning Travellab, the prevailing party shall be entitled to recover actual reasonable attorney's fees, costs, and expenses.

28. Assignment. Traveler may not assign his rights or obligations hereunder without the prior written consent of Travellab.

29. Severability and Survivability. If any provision, or portion of a provision, in these Terms and Conditions shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable and shall not affect the validity and enforceability of any remaining provisions. Traveler and Travellab agree to substitute for such provision a valid provision which most closely approximates the intent and economic effect of such severed provision.

Notwithstanding any other provisions of this these Terms and Conditions, or any general legal principles to the contrary, any provision of these Terms and Conditions that imposes or contemplates continuing obligations on a party will survive the expiration or termination of these Terms and Conditions.

30. Entire Agreement, Waiver, Etc. These Terms and Conditions constitute the entire understanding and agreement of the parties with respect to the subject matter covered by them, and supersede all prior and contemporaneous understandings and agreements, whether written or oral, with respect to such subject matter. No terms contained on any proposal, acknowledgment, or other document will be effective with respect to affecting the terms hereof. No delay or failure by either party to exercise or enforce at any time any right or provision hereof will be considered a waiver thereof of such party's rights thereafter to exercise or enforce each and every right and provision hereof. No single waiver will constitute a continuing or subsequent waiver. Travellab does not guarantee it will take action against all breaches of these Terms and Conditions. No waiver, modification or amendment of any provision hereof will be effective unless it is in a writing signed by both the parties.