

TERMS AND CONDITIONS

Horizon Travel Agency, LLC

TERMS AND CONDITIONS APPLICABLE TO LAND ONLY, SCHEDULED AIR PACKAGES AND CHARTER AIR PROGRAMS:

This agreement contains the terms and conditions by which Horizon Travel Agency, LLC ("HTA") in consideration for a customer's payment, agrees to provide travel tours. All products and services depicted on the website are subject to change without notice. THE INFORMATION IS CURRENT AS OF THE DATE OF POSTING AND MAY BE DIFFERENT ON YOUR BOOKING OR TRAVEL DATES.

These terms and conditions together with any other documents we give you (the "Agreement") describes what you are legally entitled to expect from us when you book your trip through us, in addition to important obligations you make as a customer that effect your legal rights. Please read these Terms and Conditions Carefully. If you do not agree with any of the terms, you must speak to us before making any booking. READ THIS AGREEMENT CAREFULLY. PAYMENT TO VEI CONSTITUTES ACCEPTANCE OF THESE TERMS AND CONDITIONS.

The terms "we", "us" and "our" and "HTA" refer to Horizon Travel Agency, LLC, a Alabama limited liability company. The term "you", "client" refers to the customer visiting our website, and/or booking a reservation through us.

Your Acceptance of these Terms and Conditions:

By booking your arrangement with us, you are agreeing to be bound by the terms of this Agreement and any additional terms and conditions of any Supplier that are applicable to your booking, travel arrangements. You agree on behalf of yourself and those you represent to comply with all such terms and conditions, including the payment of all amounts when due, and cancellation terms.

You agree that any violation of any such terms and conditions may result in (a) the cancellation of your reservation or purchase, (b) your forfeiture of any monies paid for your reservation or purchase, and (c) you are being denied access to the applicable travel related product or service.

You represent and warrant that (a) you are of sufficient age to use our services and website and can create binding legal obligations in connection with your use, (b) you are legally authorized to act on behalf of those you represent and accept these terms and conditions on their behalf, and (c) the information supplied by you, or members of your group is true and correct. You are responsible for informing such other persons of all terms and conditions applicable to their travel arrangements. You understand that you are financially responsible for any use of our services or website by you and those for whom you make bookings.

You acknowledge and agree that we may change these Terms and Conditions from time to time and that those changes become effective immediately. If we make material changes, we will provide you notice. Your continued use of our services following the notice of any changes constitutes your acceptance and agreement to be bound by such changes. You agree to be bound by the Terms and Conditions that are in effect at the time of travel or cancellation.

COVID-19 Release:

The client expressly acknowledges that naturally occurring diseases and viruses (including, but not limited to, the currently widespread COVID-19) may be present and actively occurring in all environments in which your vacation will take place. You acknowledge the novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. You acknowledge that COVID-19 has made travel uncertain due to government closures and travel restrictions. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact (however the exact method of spread remains unknown). You also understand that if you are older or have underlying conditions, you may be more prone to serious infection and death due to COVID-19. As a result of the highly infectious nature of this disease, federal, state, and local governments and federal and state health agencies recommend social distancing, wearing of PPE (including masks), and have, in many locations, prohibited the congregation of groups of people. You acknowledge that exposure to such viruses or disease is an inherent risk of traveling, that cannot be controlled or eliminated by HTA.

By making a booking at this time, you acknowledge the highly contagious nature of COVID-19 and voluntarily assume the risk for yourself and any minors traveling with you, that you or they may be exposed to or infected by COVID-19 by traveling and that such exposure or infection may result in personal injury, illness, permanent disability, and death. You acknowledge that due to the uncertainty of travel at this time, your trip may be postponed or cancelled, or changes may be made to itineraries due to closures of certain sites or activities, for which there may be no refund. You understand that you may

become sick before the trip and may not be able to travel and such cancellation will be subject to our cancellation terms below. You also acknowledge that you may become sick during the trip and that your travel plans may change, for which we will not be liable.

You understand the description of the risks due to COVID-19 is not complete and that unknown or unanticipated risks may result in injury, illness, death or any other loss. You agree that having considered these risks, you, for yourself, and any minors traveling with you, desire to book travel at this time and that you freely and voluntarily assume complete personal responsibility for the risk of exposure, illness, death, delay, postponement, change, and cancellation due to COVID-19, for yourself and any minors traveling with you, even if such injuries or losses occur in a manner that is not foreseeable at the time the booking is made.

You agree that due to uncertainty cause by COVID 19, HTA has strongly encouraged the purchase of travel protection coverage including cancel for any reason coverage, and that should you fail to purchase travel protection coverage, HTA shall not be liable to any losses howsoever arising.

You, for yourself, and any minors traveling with you, and on behalf of your and their heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS Horizon Travel Agency, LLC, its officers, agents, and/or employees, suppliers, and other participants (RELEASEES), from any and all claims, demands, losses, and liability arising out of or related to any POSTPONEMENT, CANCELLATION, CHANGES, INJURY, DISABILITY, DEATH OR ANY OTHER LOSS you may suffer due to exposure, infection, spread, closure, and travel restrictions related to COVID- 19, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

SCOPE /AGENCY:

HTA acts as a travel agent only. HTA sells various travel related products on behalf of numerous transport Service Providers including but not limited to, airlines, coach, rail, ground transportation, hotels, etc. HTA is independent of these Service Providers and is not liable for their acts or omissions. HTA's only responsibility to you is to make travel bookings on your behalf, negotiate and arrange contracts between the group and the Service Providers. HTA is not responsible for the Service Providers or their services, nor do we have the authority to make any warranty or representation regarding their standards. ALL BOOKINGS ARE SUBJECT TO THE TERMS AND CONDITIONS, LIMITATION OF LIABILITY IMPOSED BY THESE TRAVEL SERVICE PROVIDERS. YOUR LEGAL RECOURSE IS AGAINST THE SPECIFIC SERVICE PROVIDER NOT HTA.

RESERVATIONS AND PAYMENT:

HTA's website displays information about travel locations, airfares, flight times and dates, tours, packages, insurance, foreign currency, schedules, etc. This information is supplied to us by third party providers such as airlines, hotels, and transportation suppliers ("Service Providers"). We have taken reasonable care to ensure the information is correct, however, we cannot take responsibility for information supplied to us by Service Providers. We recommend you confirm all information contained on or linked from our Website with the Service Provider. Service Providers provide their services in accordance with their own terms and conditions which may limit or exclude the providers liability to you.

After booking, you will receive your final itinerary with an invoice and other important travel information. This invoice is subject to change until you receive confirmation that your travel is booked. Some tours and airlines will require a larger or payment in full to hold your booking. Client will be notified if a larger deposit is required. Deposits are NON-REFUNDABLE, unless stated otherwise in the Terms & Conditions of the Service Provider(s).

Final payment is due as indicated on the invoice. Some tours or accommodations require an earlier or later payment. Client will be notified if earlier or later payment is required. If any payment is not paid by the stipulated date, HTA reserves the right to treat the booking as canceled by you in which case the terms and conditions of cancellation become applicable.

HTA accepts payment by cashier's check, money orders, and wire transfer. Credit and debit cards payments are subject to a processing fee of 3.5% for each transaction and will appear on your statement as a charge from "Horizon Travel". In addition to the processing fee, clients will be required to sign a credit card authorization provided by the supplier. HTA receives monies from clients strictly as an agent of client. If for any reason, any Service Provider is unable to provide the services for which you have contracted, your remedy lies against that Service Provider, and not against HTA. In the event we received payment by credit card, you agree that you will not seek to chargeback or recover your payment or any other losses from us or the supplier. If you file a chargeback and lose the dispute, you will be responsible for all costs associated with HTA's dispute of the chargeback including reasonable attorney fees and processing charges. Credit and debit cards will not be accepted from clients who have pursued a chargeback against HTA.

Full payment is applied to the credit card entered the system at the time of booking. Online bookings will be accepted up to 365 days prior to scheduled departure. No changes to a reservation or booking are allowed within 90 days of departure. After final payment is made, all revisions are subject to a \$75.00 per booking HTA fee, plus any supplier fees. Scheduled air change/cancelation fees may be up to 100% of the fare.

Exchange Rates: HTA quotes prices in US currency, based on the exchange rates for the respective foreign currency for US Service Providers, as well as Euros or other country's currencies from Inbound Tour Operators (Those Service Providers in foreign countries) which HTA uses to arrange your Travel Related Services. Exchange rates are subject to fluctuation. Client's exchange rate is only fixed when full payment is made, unless otherwise noted on Client's itinerary. Any price that HTA quotes is subject to change without notice until full payment is made, unless guaranteed in writing with a specific expiration date.

Documents: Travel documents, to include airline e-ticket(s) will be sent at least twenty-one (21) days prior to departure. All documents issued to travelers are NON-TRANSFERABLE and all are NON-REFUNDABLE (see Refund Policy). Client is required to immediately review all aspects of their booking to verify (but not limited to): all travelers' names, mailing address, email address, telephone number, date of birth, pricing, airfare, arrival/departure airports, accommodations, and organized activities on your booking receipt. Please notify us immediately if any omissions and/or corrections are needed regarding the booking details. Client(s) voluntarily assumes full & sole responsibility for all risks and/or costs involved with failure to report such errors and/or omissions. Client is required to verify the accuracy of every client's LEGAL first & last names. It is mandatory that client names be identical to the LEGAL first and last names and identical to the names as they appear on booking and travel documents.

Package Price: The package prices include only items specifically stated in the client(s) itinerary. Certain secondary features of a package (e.g., cocktail party, free sports, etc.) are based on supplier policy and may be changed, added, or deleted after printing of literature. HTA has the right to substitute services or accommodations in similar categories for items listed in the literature. Foreign government departure taxes, fees and tourist cards may be collected at the destination by the respective government authority. Please be advised that certain mandatory hotel-imposed charges, including, but not limited to, daily resort or facility fees, may be applicable to your stay and payable to the hotel at check-out from the property. You may wish to inquire with the hotel before your trip regarding the existence and amount of such charges.

The Department of Transportation (D.O.T.) has defined air transportation, tour or tour component as purchased when the full amount of that air transportation, tour or tour component has been paid by the consumer. Our intention is to provide you with the vacation which you have selected, at the price in effect at time of booking. Pre-purchase price increases (increases to a vacation package without full payment on the record) including but not limited to an increase in the price of the air seat, an increase in the price for the carriage of the passenger baggage, an increase in the applicable fuel surcharge, or an increase in a government-imposed tax or fee may apply.

All prices and features described in HTA promotional materials and website are subject to change without notice. Some hotel room photographs do not depict the standard room category.

CANCELLATION POLICY:

All requests for cancellation or rescheduling must be submitted in writing directly to HTA. Travel bookings are NON-REFUNDABLE and cancelled bookings will incur charges from the Service Provider. Where HTA incurs any liability for a cancellation fee or charge for any booking which you cancel, you agree to indemnify us for that fee or charge. HTA is not responsible for issuing any refunds for any of its Service Providers and is not bound by the refund policy of the Service Providers, if it differs from HTA's policy. It is your responsibility to familiarize yourself with the refund policies of Service Providers. We are not responsible for a Service Provider's failure to pay a refund or for Service Provider bankruptcy or insolvency.

No refund will be made for package features the client opts not to use. "No show" penalties could be up to 100% of the package or component costs. Generally, flight tickets, hotel reservation and other items provided for the travel cannot be refunded if they are partially used. The rights and remedies made available herein are in addition to any others available under applicable law.

CHANGES AND CANCELLATIONS BY THE SERVICE PROVIDER:

We will inform you as soon as reasonably possible if the operator needs to make a significant change to your confirmed booking or to cancel. We will also liaise between you and the operator in relation to any alternative arrangements offered by the operator, but we will have no further liability to you. If for any reason a Service Provider is unable to provide the services for which you have contracted, if payment has been made to HTA by credit card, you agree that you will not seek to charge back your payment to HTA. If HTA incurs any costs, including but not limited to attorneys' fees to recover any payments charged back by your credit card company, you agree that you will be liable for these costs.

During local or national holidays, certain facilities such as museums, sightseeing trips and shopping may be limited or unavailable. In such instances itinerary changes are made by Service Providers seeking to reduce inconvenience to clients. Such changes are deemed not to be a major change, and no compensation will be payable to client. Holidays, closing days and other circumstances may necessitate a change of the day of the week for scheduled regional meals, sightseeing or other activities. If you feel

your enjoyment might be diminished by any of these circumstances, please check with the respective national tourist office before selecting a specific departure date.

FORCE MAJEURE:

We cannot accept liability, provide any refund, or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected, or you otherwise suffer any loss, injury, death, inconvenience, or damage as a result of circumstances amounting to "force majeure". "Force majeure" means any event or circumstances which we or the supplier of the services in question could not foresee or avoid. Such events and circumstances may include, acts of God, actual or threatened, war, insurrection, riots, strikes, civil action, decisions by governments or governing authority, technical or maintenance problems with transport, changes of schedules or operational decisions of air carriers, terrorist activity or the threat thereof, industrial action, natural or nuclear activity, epidemic, pandemic, illness, physical injury, quarantine, medical or customs or immigration regulation, delay, or cancellation, adverse weather conditions, earthquake, volcanic eruption, tsunami, fire and all similar events outside our control. Furthermore, there will be no refunds due to fear of travel from actual or threatened terrorist, health, political, pandemic, or other similar events.

NON-OPERATION OF GROUP TOURS:

All group tours are based on a minimum number of participants. HTA makes every effort to ensure that tours meet their minimum requirements. However, if the tour drops below the minimum number of participants cancellation of the tour may occur at the sole discretion of HTA. In such case, guests will be advised as soon as possible. HTA reserves the right to change the departure date. We may offer alternative tour dates or other travel arrangements. You may choose to accept these arrangements or to cancel your booking, in which case a full refund will not be provided. Any air cancellation will be in accordance with the terms of the carrier and HTA will not be liable for the carrier's refusal to make any refund whatsoever. In such case HTA will not be liable for any additional costs incurred outside of the tour prices such as visa and passport fees, travel insurance or any other purchases made by the client in anticipation of the tour.

CHANGES TO ITINERARY/RATE:

The right is reserved to substitute hotels of similar category (if available) or change schedules without prior notice should circumstances so demand. In the event of a change in the itinerary necessitated by factors or conditions beyond the actual control of HTA no refund can be made, nor will credit be allowed, or refund given for any services provided in the itinerary should any such services not be utilized by tour members. We reserve the right to alter any itinerary, arrangement(s), or date(s), if it becomes necessary or advisable, and each trip client agrees to pay additional expenses required by such alternative(s), if any. All prices are subject to change without notice. Availability of refunds for air transportation included in a tour and additional transportation costs for a person who does not utilize an air transportation part of the tour will vary with the type of transportation and the point at which transportation is not used and shall be made at the sole discretion of HTA. All rates quoted in the description(s)/itinerary(ies)/brochure(s) are based on the current carrier tariffs and current international exchange rates and are subject to adjustment without prior notification in the event of changes therein, and any increase resulting from such adjustment shall not modify the cancellation provisions in the tour description/itinerary/brochure or the Trip Reservations and Details from accompanying this disclosure notice.

TRAVEL PROTECTION:

It is the client's responsibility to protect their purchase. IT IS HIGHLY RECOMMENDED THAT YOU PURCHASE TRAVEL PROTECTION COVERAGE INCLUDING CANCEL FOR ANY REASON COVERAGE TO PROVIDE ADEQUATE COVER FOR MEDICAL EXPENSES, PERSONAL ACCIDENT, LOSS OF LUGGAGE, CANCELLATION OF TRIP, EMERGENCY EVACUATION/REPATRIATION, ETC. THE TERMS AND CONDITIONS THAT APPLY TO THE INSURANCE COVERAGE YOU SELECT SHOULD BE CAREFULLY REVIEWED TO ENSURE IT MEETS YOUR NEEDS. Travel protection plans can help protect you in the event of loss of non-refundable trip deposits and payments that result from cancellation or trip interruption (due to a covered reason such as injury or illness before or during the trip). It also helps with reimbursement for medical emergency costs (including very costly medical evacuation costs), missed connections and baggage loss.

HTA is not qualified to answer technical questions about the benefits, exclusions, and conditions of travel insurance plans. HTA cannot evaluate the adequacy of the prospective insured's existing insurance coverage. If you have any questions about your travel protection, call your insurer or insurance agent or broker.

Certain countries have a requirement for foreign visitors to have valid medical insurance on entry. HTA cannot be held responsible for denied entry if a guest is unable to provide details to authorities of insurance or denial of entry for any reason. Declining to purchase an adequate travel protection plan could result in the loss of your travel cost and/or require more money to correct the situation. You also acknowledge that without this coverage, there may be no way to recoup any losses, costs or expenses incurred. If you choose to travel without adequate coverage, we will not be liable for any of your losses howsoever arising, for which trip protection plan coverage would otherwise have been available.

DESTINATIONS AND DOCUMENTATION

DESTINATIONS: Travel to many parts of the world may involve the risk of a variety of hazards to health and/or safety, including but not limited to disease, crime, terrorism, and warfare. Because each guest's risk tolerance is different, HTA is not able to advise or recommend whether travel to any place at any time should take place. It is recommended that the guest should refer to objective third-party sources of travel information, such as that maintained by the U.S. Department of State (travel.state.gov). In addition, you should consult with government websites to ensure that you follow all requirements for admittance into that country as well as understanding local laws that govern travel within a country, such as tracking. Should you choose to travel to a country that has been issued a travel warning or advisory, HTA will not be liable for damages or losses that result from travel to such destinations.

TRAVEL DOCUMENTS:

You and any minors traveling with you must be in possession of a machine-readable passport valid for 6 months after their trip return date along with applicable visas. Some countries require that your passport have two to four blank visa/stamp pages. Some airlines will not allow you to board if this requirement is not met. For information about passport requirements, you can visit the State Department's website at <https://travel.state.gov/content/travel/en/passports.html>. It is your sole responsibility to secure and/or pay for all visas, reciprocity fees, affidavits, immunizations, etc. that are required to be permitted entry into each destination. In some countries you may be subject to entry (reciprocity) fees and/or departure taxes/ exit fees which will be collected at the airports upon entry/departure by local government authorities. Please note that entry to any country may be refused even if the required information and travel documents are complete.

Visas: Some countries require visas to enter. Without a valid visa, you may be denied entry into the country. You can find out if you need a visa by visiting the embassy website of the country you'll be traveling to. Although you can always contact us with questions it is your responsibility to ensure you have all the proper travel documents, to include your visa(s).

Children Traveling with One Parent, or Someone Who is Not a Parent/Legal Guardian, or Children Traveling in a Group: Foreign border officials may require custody documents or written consent from the other parent/both parents. Requirements vary by country, so if this applies to anyone in your traveling party, please research the requirements and leave prepared.

When travelling domestically or internationally, the U.S. Transportation Security Administration (TSA) and U.S. Department of Homeland Security (DHS) advise that everyone carry at least two forms of acceptable identification to board a flight. Examples: DHS designated enhanced driver's license, USA Passport, a foreign government passport. The name, date of birth and gender that appears on the identification card must exactly match the same such data that is listed on airline ticket(s) and booking records. For more information you can visit the TSA website at <https://www.tsa.gov/travel/security-screening/identification>.

For up-to-date detailed information on travel documents and visas, entry/exit taxes and further information on entry and exit requirements please check with your local consular services. Obtaining and carrying these documents is your sole responsibility. HTA bears no responsibility for such information and will not be responsible for advising and/or obtaining required travel documentation for you, or for any delays, damages, and/or losses including missed portions of your vacation related to improper documentation or government decisions about entry.

Health: Recommended inoculations for travel may change and you should consult your provider for current recommendations before you depart. It is your responsibility to ensure that you meet all health entry requirements, obtain the recommended inoculations, take all recommended medication, and follow all medical advice in relation to your trip. Inoculation requirements can be found on the Center for Disease Control website at <https://www.cdc.gov/>.

Disinertion: Most countries reserve the right to disinert aircraft if there is a perceived threat to public health, agriculture, or environment. While this is not a common practice, we want you to be aware that it is a possibility. This process includes the following: (1) spray the aircraft cabin with an aerosolized insecticide while passengers are on board or (2) treat the aircraft's interior surfaces with a residual insecticide while passengers are not on board. For more information you can visit the U.S. Department of transportation website at: <https://www.transportation.gov/airconsumer/spray>.

NON-RESPONSIBILITY:

Client hereby understand, acknowledge, and agree that Horizon Travel Agency, LLC, its owners, officers, members, employees, agents, representatives, affiliates, vendors, and independent contractors (collectively "HTA") does not own or operate any entity which is to or does provide goods or services for the Trip including without limitation, for example, partnership with, or 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 or included excursions or equipment used thereon, food service or entertainment providers, etc. All such persons and entities are independent contractors that HTA works with as such. Client therefore release and hold harmless HTA, its owners, officers, members, employees, agents, affiliates, and vendors for any negligent or willful act or failure to act of any such person or entity, or of any other third party, and you agree to and shall not make any claims against HTA for any such actions or omission by HTA or any such third parties. Without limitation, HTA is not responsible for any injury, loss, or damage to your person or property, death, delay or inconvenience in connection with the provision of any goods or services occasioned by or resulting from, but not limited to, acts of God, acts of government, force majeure, acts of war or civil unrest, insurrection or revolt, strikes or other labor activities, criminal or terrorist activities of any kind, or the threat thereof, overbooking or downgrading of accommodations, structural or other defective conditions in hotels or other lodging facilities, mechanical or other failure of airplanes or other means of transportation or for any failure of any transportation mechanism to arrive or depart timely or safely, dangers associated with or bites from animals, pests or insects, marine life or vegetation of any sort, dangers incident to recreational activities such as zip lining, snorkeling or scuba diving, paddle boarding, horseback riding, surfing, swimming, kayaking, sailing, canoeing, rafting, hiking, bicycling, rock climbing, etc., sanitation problems, food poisoning, lack of access to or quality of medical care, difficulty in evacuation in case of a medical or other emergency, illness, epidemics or the threat thereof or for any other cause beyond the reasonable control of HTA. HTA reserves the right to change hotels, the itinerary, or other features of the Trip if HTA believes it will enhance the safety, comfort, or enjoyment of the Trip for you and the other participants, but in each case, if feasible, with Client's prior consent.

ASSUMPTION OF RISK/WAIVER:

Client is aware that travel such as client is undertaking on the Trip may involve hazardous activities, some in remote areas of the world. Inherent hazards and risks include, but are not limited to, risk of

injury or death from: motor vehicles collisions, animals, roadway hazards, slips, and falls, consumption of alcoholic beverages, tainted food, or non-potable water; exposure to the elements, including heat, cold, sun, water, and wind; my own negligence and/or the negligence of others, including tour guides, other guests, HTA and its employees, agents and/or representatives; attack by or encounter with insects, reptiles, and/or animals; accidents or illness occurring in remote places where there are no available medical services; fatigue, chill, overheating, and/or dizziness;; known or unknown medical conditions, physical excursion for which you are not prepared or other such accidents; the negligence or lack of adequate training of any third-party providers who seek to assist with medical or other help either before or after injuries have occurred; accident or illness without access to means of rapid evacuation or availability of medical supplies or services; and the adequacy of medical attention once provided.

Client understands the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death. In order to partake of the enjoyment and excitement of this trip, client is willing to accept the risks and uncertainty involved as being an integral part of travel. Client hereby accepts and assumes full responsibility for all risks of illness, injury or death and of the negligence of HTA and agrees to and shall hold harmless and fully release HTA from any and all claims associated with the trip, including any claims of third-party negligence and you hereby covenant not to sue HTA for any such claims or join any lawsuit or action that is suing HTA. This agreement also binds your heirs, legal representatives, and assigns.

LIMITATIONS OF LIABILITY AND INDEMNIFICATION. CLIENT AGREES THAT HTA, ITS SUBSIDIARIES, AFFILIATES, LICENSORS, LICENSEES, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS WILL NOT BE LIABLE FOR ANY INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR OTHER DAMAGES, INCLUDING LOSS OF REVENUE OR INCOME, PAIN AND SUFFERING, EMOTIONAL DISTRESS, OR SIMILAR DAMAGES, EVEN IF HTA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, SUCH DAMAGES WERE REASONABLY FORESEEABLE OR VEI WAS GROSSLY NEGLIGENT. IN NO EVENT WILL THE COLLECTIVE LIABILITY OF Horizon Travel Agency, LLC AND ITS SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS, REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, OR OTHERWISE), EXCEED THE FEES PAID BY CLIENT TO HTA FOR THE APPLICABLE SERVICE OUT OF WHICH SUCH LIABILITY AROSE. Some jurisdictions do not permit the exclusion or limitation of liability for consequential or incidental damages, and, as such, some portion of the above limitation may not apply to Client. In such jurisdictions, the liability of HORIZON TRAVEL AGENCY, LLC, its Subsidiaries, Affiliates, Licensors, Licensees, Service Providers, Employees, Agents, Officers, and Directors will be limited to the greatest extent permitted by law.

You indemnify and agree to defend and hold harmless HTA, its and their officers, employees, agents, affiliates, licensees, and web hosting services and third parties for any losses, costs, liabilities and expenses (including but not limited to court costs, legal fees, awards or settlements) relating to or

arising out of your use of HTA services, including any breach by you of the Terms contained in this Agreement.

Pre-Existing Medical Conditions/Persons with Disabilities:

It is essential that you advise us before booking if you have any disability or pre-existing medical condition which may affect your trip, or if you have any special requirements as a result of any disability or medical condition (including any which affect the booking process) so that we can assist you in considering the suitability of the arrangements and/or in making the booking. HTA will make reasonable efforts to accommodate requests but cannot be responsible if ADA accommodations are not available. Any accommodations provided will be at the sole expense of the guest requiring the accommodation. Please note that accommodations outside of the USA may not follow the Americans with Disabilities Act and may not have wheelchair accessibility.

Baggage Fees:

Due to continual changes in airline baggage policies, it is suggested that you inquire with your airline's website for up-to-date fees & information. HTA is NOT responsible for additional fees incurred for baggage or seating.

Airline Schedule Changes and Cancellations:

Occasionally airlines change flight schedules & may even cancel flights entirely. These changes are beyond HTA'S control. If such a situation occurs; HTA will do it's very best to assist you with finding best possible alternate option(s). If the flight time change is minor (2 hours or less) the airline will automatically make the change (airline policies/rules entitle them too legally do so). HTA will notify you of major changes. Please Note: there may be additional costs to re-book a new flight should the airline cancel or make a major change to your original flight itinerary. HTA is NOT responsible for any additional

costs or fees imposed by the airlines. It is the responsibility of the passenger to check for last minute airline flight time changes within 24 hours of departure. HTA is not responsible for changes that may occur within 24 hours of original flight departure time.

CHECK-IN PROCEDURE: Failure to check-in for your flight at the appropriate time may result in denied boarding and the Service Provider will not grant a refund for a missed flight. Check-in times vary by carrier/airport and all clients are required to check with the airline carrier for the most current information, to include recommended check-in times and boarding deadlines.

Re-Confirm Your Flight:

HTA advises you personally to re-confirm your flight schedule within 24 hours prior to departure directly with the airline in case of any last-minute changes or delays. Most airlines allow you to check in online 24 hours prior to departure.

SEVERABILITY:

If any term or provision of this contract is held invalid or otherwise unenforceable, the enforceability of the remaining terms or provisions will not be impaired thereby.

SELLER OF TRAVEL:

Due to seller of travel restrictions HTA cannot accept reservations from residents of California, Florida, Washington, Iowa, or Hawaii.

CHOICE OF LAW/VENUE/WAIVER OF CLASS ACTION:

This Agreement and all attachments hereto and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Alabama, exclusive of conflict or choice of law rules. Any claims shall be brought in a court of competent jurisdiction located in Alabama. You agree that you will only bring claims against HTA in your individual capacity and not as a plaintiff or class member in and purported class action or representative proceeding. HTA shall not in any case be liable for other than compensatory damages, and your payment of a deposit on a tour means that you agree to these conditions of sale and expressly waive any right to punitive damages. You understand and agree that no claims will be considered and that you will not sue HTA unless you have first provided a typewritten notice of claim to HTA within 30 days after the tour or cancellation of the tour.

TRANSMISSION OF PERSONAL DATA:

You acknowledge and agree that by providing HORIZON TRAVEL LLC. with any personal information for the purpose of reserving or purchasing products or services, you consent to HTA. transmitting such information to our Service For more information regarding how we treat your personal information, please review HTA'S materials (including, but not limited to, names, trademark, service marks, logos, marketing materials, etc.) shall not be used, reproduced, transmitted, or distributed in any way, except with the express written consent of HTA.

ALL BOOKINGS ARE SUBJECT TO THE TERMS AND CONDITIONS, LIMITATION OF LIABILITY