**Terms and Conditions**

**Agreement between User and Travel Voiage** Welcome to Travel Voiage. The Travel Voiage website (the "Site") is comprised of various web pages operated by Travel Voiage. Travel Voiage is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of Travel Voiage constitutes your agreement to all such Terms. Please read these terms carefully, and keep a copy of them for your reference.

Travel Voiage is an E-Commerce Site.

We provide Customized travel products and Travel Services: \* Solo, Group, Romantic getaways \* Honeymoons & destination weddings \* Voiage Club meetup trips

**Privacy** Your use of Travel Voiage is subject to Travel Voiage's Privacy Policy. Please review our Privacy Policy, which also governs the Site and informs users of our data collection practices.

**Electronic Communications** Visiting Travel Voiage or sending emails to Travel Voiage constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

**Your Account** If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that Travel Voiage is not responsible for third party access to your account that results from theft or misappropriation of your account. Travel Voiage and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

**Children Under Thirteen** Travel Voiage does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use Travel Voiage only with permission of a parent or guardian.

**Cancellation/Refund Policy** Cancellation Penalties for Tour/Land Arrangement

Because of the special nature of the tours offered by Travel Voiage, suppliers impose rigid cancellation fees. Travel Voiage has no control over these fees and cannot make any exceptions to these charges.

*The following cancellation penalties apply per person:*

Initial deposits made with Travel Voiage are non-refundable after 48 hours from payment. All payments thereafter are non-refundable, but bookings may be transferred to another individual or trip on a case-by-case basis at least 61 days prior to departure. This credit must be used within 6 months of the cancelation date.

A revision fee will be charged for any alteration or revision made to a confirmed reservation once final documents have been issued. No changes are permitted whatsoever within 30 days of tour departure; any change requested during this time will be treated as a cancellation, and new services provided subject to revision.

Depending on the reason for cancellation, your travel insurance may cover your cancellation. To receive credit with Travel Voiage client must email with reason for cancellation and documentation with denial of refund coverage from traveler insurance.

*Not Included in Tour Costs*

Fees for obtaining passports or visas, excess baggage charges, inoculations, accident or baggage insurance, international airline ticket taxes, airport departure taxes that are not included in the airline ticket, optional tours, any items of a personal nature, such as phone calls, faxes or room service; excess mileage carried out at the request of the traveler or transportation not specifically listed as included.

**Travel Insurance**

We highly recommend opting for travel insurance as it protects the traveler against cancellation penalties if the trip is cancelled for covered reasons prior to departure. It also may cover trip interruption, baggage, medical expenses, and other circumstances that may occur after departure. Affordable travel insurance can be obtained

**Links to Third Party Sites/Third Party Services** Travel Voiage may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of Travel Voiage and Travel Voiage is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Travel Voiage is providing these links to you only as a convenience, and the inclusion

of any link does not imply endorsement by Travel Voiage of the site or any association with its operators.

Certain services made available via Travel Voiage are delivered by third party sites and organizations. By using any product, service or functionality originating from the Travel Voiage domain, you hereby acknowledge and consent that Travel Voiage may share such information and data with any third party with whom Travel Voiage has a contractual relationship to provide the requested product, service or functionality on behalf of Travel Voiage users and customers.

**No Unlawful or Prohibited Use/Intellectual Property** You are granted a non-exclusive, non-transferable, revocable license to access and use Travel Voiage strictly in accordance with these terms of use. As a condition of your use of the Site, you warrant to Travel Voiage that you will not use the Site for any purpose that is unlawful or prohibited by these Terms. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Site, is the property of Travel Voiage or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. Travel Voiage content is not for resale. Your use of the Site does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of Travel Voiage and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of Travel Voiage or our licensors except as expressly authorized by these Terms.

**International Users** The Service is controlled, operated and administered by Travel Voiage from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the Travel Voiage Content accessed through Travel Voiage in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

**Indemnification** You agree to indemnify, defend and hold harmless Travel Voiage, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including

reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. Travel Voiage reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Travel Voiage in asserting any available defenses.

**Arbitration** In the event the parties are not able to resolve any dispute between them arising out of or concerning these Terms and Conditions, or any provisions hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved only by final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Association, or a similar arbitration service selected by the parties, in a location mutually agreed upon by the parties. The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding or arbitration arises out of or concerns these Terms and Conditions, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The parties agree to arbitrate all disputes and claims in regards to these Terms and Conditions or any disputes arising as a result of these Terms and Conditions, whether directly or indirectly, including Tort claims that are a result of these Terms and Conditions. The parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. The entire dispute, including the scope and enforceability of this arbitration provision shall be determined by the Arbitrator. This arbitration provision shall survive the termination of these Terms and Conditions.

**Class Action Waiver** Any arbitration under these Terms and Conditions will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and Travel Voiage agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

**Liability Disclaimer** THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. TRAVEL VOIAGE AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE AT ANY TIME.

TRAVEL VOIAGE AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY

OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE SITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. TRAVEL VOIAGE AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL TRAVEL VOIAGE AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, WITH THE DELAY OR INABILITY TO USE THE SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF TRAVEL VOIAGE OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

**Alteration to Tours and Acceptance of Passengers** Between planning time, as well as during actual tour operation, Travel Voiage and associated companies reserve the right to alter any tour, itinerary, or other arrangements, as well as offer substitutes, or to completely cancel the whole or any portion of a tour, if air schedule or surface transportation charges, security matters, and/or events beyond their control make such alterations necessary in the sole opinion of Travel Voiage and associated companies. Travel Voiage reserves the right to decline to accept any person as a member of a tour should the presence of that person be prejudicial, disruptive, or negatively affect the positive conduct of the tour, or be contrary to the prevailing laws of the country visited.

**Use of Photography** Travel Voiage and associated companies reserve the right to take photographs during the operation of a tour and may use the same for promotional purposes. By reserving a tour with Travel Voiage, tour participants agree to allow their images to be used for the purpose stated. If a

tour participant does not wish to allow his or her image to be used, he or she must advise the guide/escort at the commencement of the tour.

**Tour Operator Responsibility and Liability** Travel Voiage acts as a booking agent for disclosed principal hotel/lodge/camp accommodations, airlines, air charters, bus companies ground transportation, board purveyors or owners, and other independent contractors providing transport and conveyance, on the express condition that they shall not be liable for any injury, damage, loss, accident, delay or irregularity which may be occasioned by reason of any defect in any vehicle, or through the acts of defaults of any vehicle, or through the acts of defaults of any Company or person engaged in conveying the traveler or in carrying out the arrangements of the tours, or otherwise in connection therewith, or any hotel/lodge proprietor, employee, agent, servant, or contractor. Travel Voiage and associated companies reserve the right to employ sub-contractors to carry out all, or part of the services provided and in the event of such right, the terms and clauses above relating to the Company's liability shall apply.

Travel Voiage and associated companies accept no responsibilities for losses or additional expenses due to delays or changes in train, steamer, motor, air or other services, sickness, weather, strikes, civil disturbances, war, quarantine, force majeure, or other causes. All such losses or expenses shall be borne by passenger. All bookings are accepted by Palace Travel, as agent for independent overseas ground and air operators. The transportation, accommodations and other services provided by the ground and air operators offered are subject to the terms and conditions contained in the tickets, exchange orders or vouchers issued by them and/or their suppliers. Because Travel Voiage does not have the right to control the operations of the independent operators and their suppliers, it cannot be liable for any personal injury or property damage which may arise out of these services.

Travel Voiage reserves the right to cancel any itinerary or any part of it, to make such alterations in the itinerary as it deems necessary or desirable, to refuse to accept or to retain as a member of any program any person at any time, and to pass on to program members any expenditure occasioned by delays or events beyond its control.

In case of any appreciable variation in its cost, Travel Voiage reserves the right to adjust its rates.

**In An Emergency** Any circumstances beyond the reasonable control of Travel Voiage(including, but without limitation, acts of God, explosion, flood, tempest, fire or accident, war or threat of war declared or undeclared, sabotage, insurrection, civil disturbance, requisition, sickness, quarantine, government intervention, weather conditions or other untoward occurrences).

If Travel Voiage is affected by Force Majeure it shall immediately notify travelers of the nature and extent thereof. Travel Voiage shall not be deemed to be in breach of these terms and conditions or otherwise be liable to the traveler, by reason of delay in performance, or by non performance, of any of its obligations hereunder to the extent that any such delay or non performance is due to any Force Majeure.

If Travel Voiage and/or any of its' travel suppliers are affected by Force Majeure, they shall be entitled to, and may in their sole and absolute discretion, vary or cancel any itinerary or arrangement in relation to the trip. Payment of any refund by Travel Voiage to the traveler as a result of the non performance of any of Travel Voiage's obligations hereunder shall remain in its sole and absolute discretion although Travel Voiage shall use its reasonable endeavors to reimburse the traveler where possible. However, Travel Voiage shall be entitled to deduct from any refund recoverable the reasonable actual and potential costs to Travel Voiage of the Force Majeure.

Regarding civil unrest, once Travel Voiage has investigated the prevailing situation, as it deems fit, it shall remain in Travel Voiage's sole and absolute discretion whether to proceed with the trip. You may in such circumstances cancel the trip. However, if, after having made all reasonable and proper inquiries, Travel Voiage is of the opinion that the trip may proceed, no refund will be payable to the traveler and the provisions stated under Cancellations shall apply. Airline Responsibility and Liability Travel Voiage is not responsible for airline or other third party supplier bankruptcy, flight cancellation, flight delay, or lost luggage. In order to be protected against airline or other supplier non-performance, travelers must purchase travel insurance before the trip commences.

**Termination/Access Restriction** Travel Voiage reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the Commonwealth of Pennsylvania and you hereby consent to the exclusive jurisdiction and venue of courts in Pennsylvania in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Travel Voiage as a result of this agreement or use of the Site. Travel Voiage's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Travel Voiage's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by Travel Voiage with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Travel Voiage with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Travel Voiage with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business

documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

**Travel Documents, Passport, and Visa Requirements** Every traveler must be in possession of a current passport valid for at least 6 months from date of return, round-trip airline ticket, and adequate funds for the duration of the stay. Obtaining a passport is the responsibility of each passenger. All travelers must consult with the appropriate consulates to determine if any visas are needed. Securing any needed visas is the responsibility of the traveler.

A pre-departure information packet containing helpful general information on the destination booked, visa application forms, details on our trip insurance plan, and the official tour registration form will be mailed to the booking agent upon receipt of the required tour deposit and Travel Voiage receiving confirmation from suppliers. Final documents including trip itinerary, emergency contact information overseas, luggage tags, and any necessary vouchers will be sent approximately 2-3 weeks prior to departure, provided full payment has been received by Travel Voiage.

**Health Requirements** Persons not fit for long trips due to heart disease, chronic illness, physical handicap, advanced pregnancy and/or mental illness should not participate in these rigorous travel programs. Passengers who fail to notify Travel Voiage of such condition(s) shall be subject to the cancellation penalties as outlined above and assume the full risk of traveling while in such condition. Travel Voiage shall not be responsible for providing any medical care or special accommodations.

Travel Voiage and associated companies reserve the right to disqualify a tour participant at any time if, in their sole judgement, a tour participant is not deemed by them to be medically fit for travel. Travel Voiage and associated companies, assume no liability regarding provision of medical health requirements, updates, and/or medical accommodations. Our pre-departure information will provide general recommendations for any inoculations or precautions required for the destination(s) booked, however, it is the responsibility of passengers to check with their medical professional, local health board or the Center for Disease Control in Atlanta for specific requirements. Malaria is endemic to these regions of Africa and precautions must be taken. See your health practitioner on valid vaccination certificates, which the traveler must carry for proof of inoculation where required. If a traveler is concerned about taking any medications or receiving certain inoculations, check with your health practitioner BEFORE booking.

**Risks** Travel Voiage draws your attention to the fact that there are certain inherent risks in traveling to areas of the third world, where wild life is prevalent, and safari camps are by their nature remote. Your participation constitutes acceptance at your own risk.

It is your sole responsibility to seek and take all appropriate medical advice relevant to your health prior to departure as to whether or not you are fit enough to undertake the trip booked. Travel Voiage shall not be liable for illness, injury or death sustained on a program sold by Voiage Club

or Travel Voiage, which is not due to the gross negligence of Travel Voiage, its officers, employees, authorized representatives or agents whomsoever.

**Changes to Terms** Travel Voiage reserves the right, in its sole discretion, to change the Terms under which Travel Voiage is offered. The most current version of the Terms will supersede all previous versions. Travel Voiage encourages you to periodically review the Terms to stay informed of our updates.

**Alteration to Tours and Acceptance of Passengers** Between planning time, as well as during actual tour operation, Travel Voiage and associated companies reserve the right to alter any tour, itinerary, or other arrangements, as well as offer substitutes, or to completely cancel the whole or any portion of a tour, if air schedule or surface transportation charges, security matters, and/or events beyond their control make such alterations necessary in the sole opinion of Travel Voiage and associated companies. Travel Voiage reserves the right to decline to accept any person as a member of a tour should the presence of that person be prejudicial, disruptive, or negatively affect the positive conduct of the tour, or be contrary to the prevailing laws of the country visited.

**Contact Us** Travel Voiage welcomes your questions or comments regarding the Terms:

Travel Voiage Eliza & Taisha

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Social Media: Instagram- @Travelvoiage Facebook- Travel Voiage

Effective as of November 01, 2019