



TRAVEL AGREEMENT

MOADIM TRAVEL GROUP, LLC NOTICES, TERMS AND CONDITIONS:

We are Moadim Travel Group, LLC and we look forward to the opportunity to act as your booking agent for your travel needs. These terms and conditions (the "Agreement") describe what you are legally entitled to expect from us when you purchase travel related services through us, in addition to your obligations as a customer. The terms "we", "us", "our" and "MOADIM TRAVEL GROUP" refer to Moadim Travel Group, LLC. The term "you" refers to the customer visiting our website, booking a reservation through us or otherwise using our services.

1. Products and Suppliers:

Moadim Travel Group offers retail travel services to customers, which are provided by separate and independent vendors of travel services. Moadim Travel Group does not operate, control, or otherwise provide the services of the independent travel vendors. Hence, customer agrees that Moadim Travel Group acts only as an intermediary or as a "Booking Agent" for the client in acquiring transportation, hotel accommodations, sightseeing and other privileges, or services for the clients' benefit, and on the express condition that Moadim Travel Group shall not be responsible for any loss, accident, injury, delay, defect, omission or irregularity which may occur or be occasioned, whether by reason of any act, negligence or default of any company or person engaged in or responsible for carrying out any of the arrangements, or otherwise in connection therewith. You will be entering into a separate contract with such Suppliers in connection with such products and services.

All airlines tickets are subject to supplemental price increases that may be imposed after the date of purchase. Post-purchase price increases may be applied due to additional costs imposed by a supplier or government. You may be charged additional sums by Moadim Travel Group to offset increased fees, fuel surcharges, taxes, and fluctuations in foreign exchange markets or any combination thereof. Acceptance of these terms and conditions hereby consent you to any post-purchase price increases and authorize Moadim Travel Group to charge my credit card for such additional amounts.

2. Deposits and Payment:

Any deposits from you are non-refundable. Payment of a deposit enables us to hold a reservation for you but does not guarantee the price. The price can only be guaranteed once we receive full payment and other travel documents have been issued, subject to any terms and conditions of the Supplier. We will advise you of the date that full payment is required. Upon your provision of your payment information, you are authorizing us to make the payment arrangements with the corresponding Suppliers.

We reserve the right to refuse personal checks as a method of payment. After full payment, the conditions of the contract with your Supplier may permit them to increase the cost of your arrangements. If we are acting as your Booking Agent, we will pass on any such increase to you as we



become aware of such increase. If we have arranged a package, changes in transportation costs including the cost of fuel, taxes, fees and exchange rates mean that the price of your travel arrangements may change after you have paid in full.

3. Documentation:

Our general practice is to send documents to our customers electronically whenever possible. We reserve the right to charge an administration fee should you make a request for such documents to be sent as a hard copy.

4. Cancellations and Changes:

Your contract with your Suppliers may allow them to cancel or amend bookings. If we are your Booking Agent, we will ensure that you are promptly notified of any significant changes once we become aware of such change if there is time before your departure, but we accept no liability for any changes or costs incurred that may result. Subject to the Supplier's terms and conditions, you will then have the choice of accepting the change of arrangements, accepting an offer of alternative travel arrangements if one is made available by the Supplier, or canceling your booked arrangements and receiving any applicable refunds. We do not guaranty that any refunds will apply.

If you have booked a flight and we are alerted to a significant schedule change by your airline before you leave the United States or any other departure location, we will contact you by email to advise you of this. Please ensure that you have given your contact and email address to us and that you regularly check for messages before you leave. We have no control over airline schedule changes and accept no liability for costs which may arise as a result of such changes.

After you have left the US, it is your responsibility to check with the airline that any onward flights you have confirmed are operating as booked. We strongly recommend that you contact your airline at least 72 hours before the scheduled departure of each flight to do this. Please note that for some airlines it is mandatory to confirm with them your intention to fly.

5. Your Acceptance of these Terms and Conditions:

By booking your arrangement with us or using our website, you are agreeing to be bound by the terms of this Agreement, including Parts 1-3 of this Agreement and any additional terms and conditions of any Supplier that are applicable to your booking, travel arrangements or use of any website content. 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. 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, (c) you being denied access to the applicable travel related product or service, and (d) our right to debit your account for any costs we incur as a result of such violation.

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 using your name or account.

6. If You Change Your Booking:

Where a change requested by you to your travel arrangements is permitted and possible, our standard service fee of \$50.00 will apply in addition to any additional Supplier charges. Please note that all reservation changes are subject to availability and the terms and conditions of the product purchased.

Changes to name details are not allowed by many airlines and other Suppliers. While we will endeavor to make such a change if necessary, please bear in mind that most airlines and Suppliers treat a name change as a cancellation, to which standard conditions and charges would apply.

Flights must be taken in the sequence they appear on your ticket or e-ticket confirmation. If you plan not to take a flight as booked, please contact the airline as far in advance as possible to discuss your options. If you do not check in on time for a confirmed reservation, the airline may register you as a 'no-show', which could result in extra charges and/or your whole flight itinerary being cancelled and/or render your ticket void.

7. If You Cancel Your Booking:

If you cancel your arrangements, you may be entitled to a partial refund. In addition to the cancellation terms and conditions of your Supplier(s), our standard fees will apply as may be outlined on your receipt or booking confirmation. We need to receive from you your original voucher before any applicable refund can be considered. If you decide to cancel arrangements before the balance due date, any deposits paid are non-refundable.

Refunds will only be paid to you once we have received the funds back from the Supplier(s). Generally flight tickets cannot be refunded if they are partially used. We are not responsible for a Supplier's failure to pay a refund.

If the reason for your cancellation is covered under the terms of your travel insurance policy, you may be able to reclaim your cancellation charges through your insurer.

8. Important Notice Regarding Airline Reservations:

If you arrive at an airline ticket or passenger check-in counter with your confirmed ticket and find that the airline shows no reservation for you – do not leave the counter. Check your ticket. If the status box shows "OK" for the flight in question, the airline policies typically require them to accommodate you on that flight, or if that is not possible, they must either find you a substitute flight or pay you denied boarding compensation. If necessary, ask to speak to a supervisor.

9. If You Have A Complaint or Need Anything During Your Trip:

If you have a problem or need anything during your trip, please inform the "Group Leader" who is traveling with you immediately. If you fail to timely contact us, we will not be permitted the opportunity to investigate your complaint and attempt to rectify any error while you are away, and this may affect your rights under this Agreement.

10. Travel Documents and Destinations:

It is your responsibility to ensure that all of the details on your travel documents are correct and to bring to our attention any errors or discrepancies immediately. Your travel documents are valuable and should be safeguarded as if they were cash. It is not always possible to replace travel documents in the case of loss, theft, damage, etc.

Prior to booking international travel, we recommend that you review any U.S. Government's prohibitions, warnings and advisories applicable to your destinations. By offering travel to any particular destination, we do not represent that travel in such destination is safe or without risk.

11. Passport, Visa and Immigration Requirements:

It is your responsibility to fulfill the passport, visa and other immigration requirements applicable to your itinerary. U.S. citizens travelling to any destination outside of the United States will be required to present a valid U.S. passport. Passports must be valid for a minimum of 6 months past the return date. Some countries require a visa for transit or entry. Passengers are responsible to ensure that they have all the proper documents for entry. All names on documents must match the legal name on your photo I.D., and travel document information must match tickets. Please check the State Department website at <https://travel.state.gov> for further information. Immunizations may also be required. We recommend visiting <http://wwwnc.cdc.gov/travel/> to find information on health notices and recommended/required vaccinations for the countries you'll be visiting. Failure to comply with these regulations may result in denied boarding, denied entry, and/or government-imposed fines. If you are a citizen of another country, there may be additional requirements. Check with the nearest consulate or embassy of the destination you are travelling to and find out the entry requirements for non-U.S. citizens."

At all times during the duration of the trip, you will be required to have your government-issued identification on you.

12. Insurance:

Travel insurance is a vital part of your arrangements. We strongly recommend that you acquire adequate insurance for the duration of your journey. Travel insurance is a mandatory element of some travel arrangements. We may be able to arrange travel insurance to be provided to you, furnish you a quote, and answer any queries you may have regarding the insurance. However, it is not the responsibility of Moadim Travel Group or its agents to obtain travel insurance for anyone.

13. Hazardous Materials Disclosure:

Federal law forbids the carriage of hazardous materials aboard aircraft in your luggage or on your person. A violation can result in five years' imprisonment and penalties of \$250,000 or more (49 U.S.C. 5124). Hazardous materials include explosives, compressed gases, flammable liquids and solids, oxidizers, poisons, corrosives and radioactive materials. Examples: paints, lighter fluid, fireworks, tear gases, oxygen bottles and radio-pharmaceuticals. There are special exceptions for small quantities (up to 70 ounces total) of medicinal and toilet articles carried in your luggage and carried on your person. For further information review the information found at [TSA's prohibited items webpage](http://www.tsa.gov/traveler-information/prohibited-items) at <http://www.tsa.gov/traveler-information/prohibited-items>.

14. Indemnification:

You agree to indemnify us and our affiliates, and any of our Suppliers, and any such parties' officers, directors, employees and agents from and against any claims, causes of action, demands, losses, damages, or other costs, (including reasonable legal and accounting fees) brought by you or third parties as a result of (a) your breach of this Agreement, or (b) your violation of any law or rights of any third party.

15. Privacy Policy and Photo/Video Release:

You consent to our processing and sharing of personal information about you and other members of your party that you have provided to us in accordance with the terms of and for the purposes set forth in our privacy policy. You also consent to and authorize Moadim Travel Group and/or its affiliates to use and reproduce any and all photographs, or videos which have been taken of you in connection with this trip for all forms of advertising, promotional material, and any and all other materials, including audio and/or video recordings. You waive any right to inspect or approve the finished product or products and any advertising copy. You represent that you have read and agree to the terms of our privacy policy.

16. Warranties, Disclaimers and Limitation of Liability:

FOR THE AVOIDANCE OF DOUBT, REFERENCES HEREIN TO "US" "WE" AND "OUR" SHALL ALSO REFER TO OUR AFFILIATES. THE INFORMATION, PRODUCTS, AND SERVICES PROVIDED BY US OR OUR SUPPLIERS OR PUBLISHED BY US MAY INCLUDE INACCURACIES OR ERRORS, INCLUDING PRICING ERRORS. WE DO NOT GUARANTEE THE ACCURACY OF AND DISCLAIM ALL LIABILITY FOR ANY ERRORS OR OTHER INACCURACIES RELATING TO SUCH INFORMATION THAT APPEARS ON ANY OF OUR PUBLICATIONS. WE EXPRESSLY RESERVE THE RIGHT TO CORRECT ANY PRICING ERRORS AND/OR ON PENDING RESERVATIONS MADE UNDER AN INCORRECT PRICE. IN SUCH EVENT, IF AVAILABLE, WE WILL OFFER YOU THE OPPORTUNITY TO KEEP YOUR PENDING RESERVATION AT THE CORRECT PRICE OR WE WILL CANCEL YOUR RESERVATION WITHOUT PENALTY.

ANY RATINGS FOR SUPPLIERS ARE INTENDED ONLY AS GENERAL GUIDELINES, AND WE DO NOT GUARANTEE THE ACCURACY OF THE RATINGS. WE MAKE NO GUARANTEES ABOUT THE AVAILABILITY OF SPECIFIC PRODUCTS AND SERVICES. THE INCLUSION OR OFFERING OF ANY PRODUCTS OR SERVICES BY US DOES NOT CONSTITUTE OUR ENDORSEMENT OR RECOMMENDATION OF SUCH PRODUCT OR SERVICE.

THE CARRIERS, HOTELS AND OTHER SUPPLIERS PROVIDING TRAVEL OR OTHER SERVICES ON THIS WEBSITE ARE INDEPENDENT CONTRACTORS AND NOT AGENTS OR EMPLOYEES OF THE US. WE ARE NOT LIABLE FOR THE ACTS, ERRORS, OMISSIONS, REPRESENTATIONS, WARRANTIES, BREACHES OR NEGLIGENCE OF ANY SUCH SUPPLIERS OR FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING THEREFROM. WE HAVE NO LIABILITY AND WILL MAKE NO REFUND IN THE EVENT OF ANY DELAY, CANCELLATION, OVERBOOKING, STRIKE, FORCE MAJEURE OR OTHER CAUSES BEYOND OUR CONTROL, AND WE HAVE NO RESPONSIBILITY FOR ANY ADDITIONAL EXPENSE, OMISSIONS, DELAYS, RE-ROUTING OR ACTS OF ANY GOVERNMENT OR AUTHORITY.



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IF, DESPITE THE LIMITATION ABOVE, WE ARE FOUND LIABLE FOR ANY LOSS OR DAMAGE WHICH ARISES OUT OF OR IN ANY WAY CONNECTED WITH ANY OF THE OCCURRENCES DESCRIBED ABOVE, THEN OUR LIABILITY WILL IN NO EVENT EXCEED, IN THE AGGREGATE, THE GREATER OF (A) THE SERVICE FEES YOU PAID TO US IN CONNECTION FOR OUR TRAVEL SERVICES, OR (B) ONE-HUNDRED DOLLARS (US\$100.00) OR THE EQUIVALENT IN LOCAL CURRENCY.

17. Understanding: You hereby affirm and attest that you have complete understanding of this agreement and that, if you do not understand English, you had the opportunity to have this agreement translated into a language you understand. You further affirm that lack of understanding of the English language shall not relieve you of the duties, responsibilities and obligations under this Agreement. The English language version of this Agreement shall be controlling in all respects and shall prevail in case of any inconsistencies with translated versions, if any.

18. Modification:

Both parties agree that there are no other conditions, written or verbal. No verbal agreements, representations, promises, or modifications of this Agreement will be binding unless agreed to in writing by both parties.

19. Governing Law & Disputes:

This Agreement shall be governed by the laws of the State of Florida without regard to its conflicts of laws principles. If any provision of this Agreement is found to be invalid, illegal or unenforceable, the enforceability of the remaining provisions will not in any way be affected or impaired. Any dispute arising from the relationship between the parties to this Agreement shall be resolved by mediation in Broward County, Florida.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year written next to their signatures.

Moadim Travel Group, LLC

Client:

Date:

Date:

