



Complete Travel Solutions, LLC

CTS TRAVEL, COMPLETE TRAVEL SOLUTIONS

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TERMS AND CONDITIONS

PLEASE READ THIS IN ITS ENTIRETY AS IT CONSTITUTES PART OF YOUR CONTRACT FOR YOUR TRIP AND ANY RELATED SERVICES. IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT US IMMEDIATELY.

CTS Travel is a full-service travel agency specializing in planning stress-free, unforgettable travel experiences including fun-filled family vacations, cruises, all-inclusive getaways, and international adventures. The terms “we”, “us”, “our”, and “CTS Travel” refer to Complete Travel Solutions, LLC, a Montana limited liability company and an independent affiliate of KHM Travel Group. The term “you”, “guest”, “traveler” or “participant” refers to the person making a booking with us and all members of their group.

CONTRACT:

We draw your attention to the terms and conditions of travel herein, which include all brochures, documents, correspondence, and the terms and conditions of our Suppliers (as herein defined) and form the basis of our legally binding contract with you (“Terms and Conditions”). By submitting payment to CTS Travel or participating in any of our travel experiences, the booking passenger acknowledges that they have been informed of, have reviewed, and accept all of the Terms and Conditions set forth herein this legally binding agreement. *If you do not agree with any part of these Terms and Conditions, you must not make a booking with us or pay us in connection with our travel-related services.*

If this booking includes multiple travelers, the individual making the booking and receiving this notice shall be financially responsible for the booking, and as the sole recipient of the booking confirmation and these Terms and Conditions, it is the responsibility of this individual to communicate the contents of these Terms and Conditions to all other travelers included in the booking.

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.

VIOLATIONS BY YOU:

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) your being denied access to the applicable travel-related product or service.

BOOKING ACCURACY/LEGAL NAMES:

Passenger (s) are required to immediately review all aspects of their booking to verify (but not limited to): passenger names, mailing addresses, email addresses, telephone numbers, date of birth, pricing, airfare, arrival/departure airports, accommodations, and organized activities on their booking receipt. Please notify CTS Travel immediately if any omissions and/or corrections are needed regarding the booking details. The passenger (s) voluntarily assume full and sole responsibility for all risks and/or costs involved with failure to report such errors and/or omissions. Passengers are required to verify the accuracy of their LEGAL first and last names. It is mandatory that guest names be identical to the Passenger(s) LEGAL first and last names and identical to the names as they appear on booking and travel documents.

Please review all correspondence and documents carefully and promptly as we will not be responsible for any errors. It is your responsibility to review all travel documentation and alert us within twenty-four (24) hours with any corrections.

TRAVEL DOCUMENTS:

(To quickly access any of the noted websites mentioned below, please hover over the hyperlink and right-click to open)

Beginning May 7, 2025, anyone 18 years or older who plans to fly domestically will need to present a REAL ID-compliant license or ID, or another acceptable form of identification, for boarding commercial aircraft. The card itself must be REAL ID compliant unless the resident is using an alternative acceptable document such as a passport, passport card, or state-issued Enhanced Driver's License. A state-issued driver's license or ID that is NOT REAL ID compliant will no longer be accepted as a valid form of identification at airports. Please refer to the Department of Homeland Security website <https://www.dhs.gov> or the Transportation Security Administration website for additional information <https://www.tsa.gov>

U.S. citizens traveling to any destination outside of the United States will be required to present a valid U.S. passport. Passports must be valid for at least 6 months after the return date of your trip. Some countries require a visa for transit or entry. Passengers are responsible for ensuring that they have all the proper documents for entry. All names on the travel documents must match the legal name on your government or state-issued photo I.D., and travel document information must match tickets. If you need to obtain a passport or renew your passport, please visit The US Government site <https://www.usa.gov> or The Department of State - Bureau of Consular Affairs site <https://www.travel.state.gov>

Traveling to destinations, both domestic and foreign, involves potential exposure to health-related hazards or concerns, depending on a wide variety of factors, conditions, and variables. CTS Travel is not responsible for checking vaccination requirements or the safety and security conditions of travel destinations. CTS Travel is not liable or responsible for any loss, injury, or damage to you or any person related to any health-related or environmental hazards encountered while traveling. Passenger(s) assumes sole responsibility for independently confirming all documentation requirements for passports, visas, vaccinations, or other entry and/or travel requirements of each destination. Passengers assume sole responsibility and hereby release

CTS Travel from any claims or responsibility for all damages incurred as a result of Passengers' failure to comply with applicable documentation requirements, including but not limited to the requirement that all Passengers procure and always have on their personal the proper travel documents. CTS Travel recommends the Passenger(s) consult with the appropriate domestic and foreign governmental agencies for the current document requirements.

Below are some additional suggested websites that will help you find the travel requirements for your destination. Please visit these sites to ensure you have all the necessary information for a smooth journey.

1) **U.S. Department of State – Bureau of Consular Affairs:**

This site provides the latest entry requirements for your travel destination, along with detailed information regarding whether a Passport is required and how to obtain it, entry and exit as well as Visa requirements, the latest travel advisories, vaccination requirements, safety and security, local laws and special circumstances, health information, travel and transportation information as well as the local Embassies and Consulates for your destination. <https://www.travel.state.gov>

2) **US Center for Disease Control and Prevention:**

Visit this website for information on current outbreaks, vaccinations, and COVID-19 guidelines. This site can be used for traveling outside the US as well. Utilize the search bar and put in “travel to and then your destination.” <https://www.cdc.gov>

3) **Airline Websites:**

Check your airline's official website for updates on flight schedules, baggage policies, and any travel restrictions.

****Please note that this list of reference sites is not comprehensive and is provided solely for your convenience. CTS Travel shall not be held liable for any inaccurate information provided by these listed sites.***

CHILDREN TRAVELING WITHOUT BOTH PARENTS OR WITH A LEGAL GUARDIAN:

When minor children travel without both parents or legal guardians, specific legal requirements and documentation must be met to ensure their safety and compliance with international and domestic travel regulations. Generally, the following points are essential to consider:

1) **Consent Forms:**

Many countries require a notarized consent form from both parents and/or legal guardians, granting permission for the child to travel. This form should include details about the trip, such as travel dates, destinations, and the accompanying adult's information. (CTS Travel can provide this form)

2) **Identification and Documentation:**

The child must have a valid passport and any necessary visas for international travel. Additionally, some countries may require a copy of the child's birth certificate and proof of guardianship.

3) **Travel Restrictions:**

Certain countries have specific restrictions and requirements for minors traveling alone or with a legal guardian. It's essential to check the regulations of the destination country and any transit countries.

4) **Airline Policies:**

Airlines often have their policies regarding unaccompanied minors. These policies may include age restrictions, additional fees, and specific procedures for check-in, boarding, and arrival.

5) **Safety and Security:**

Ensuring the child's safety and security during travel is of paramount importance. This includes providing contact information for parents or guardians, emergency contacts, and any medical information that may be necessary.

It's essential to consult with the relevant authorities, such as the Department of State, consular services, and airlines, to ensure all legal requirements are met and the child can travel safely and without complications.

PRICING:

Prices and availability quoted by CTS Travel are not guaranteed until the deposit is fully paid. Pricing and availability are subject to change without notice. As CTS Travel's prices are based on contract rates, there will not be any refund for any unused portion of a travel booking. If you cancel while your trip is in progress, there is no refund for the unused portion. In addition, if you arrive late to any part of the trip, all costs required to reach and join the activity in progress, will be at your own expense.

The passenger(s) agree that CTS Travel is not responsible for any errors or omissions in quotes or advertisements, including those on our website, resulting in inventory, content, or pricing discrepancies. Additionally, CTS Travel is not responsible for any errors or omissions that may occur due to incorrect information from third parties. Suppliers reserve the right not to honor any published prices that they determine were erroneous due to electronic, printing, or clerical errors. You acknowledge this right and agree to hold CTS Travel harmless for any actions or damage arising from Supplier pricing.

CTS Travel reserves the right to charge Passenger(s) for any increase in taxes, fees, or surcharges (i.e. fuel). Passenger(s) acknowledge this right and agree to pay any such additional taxes, fees, and surcharge.

BOOKINGS/PAYMENTS:

Only those who have accepted these Terms and Conditions and affirmatively indicated their consent to be bound by them, may make a booking with CTS Travel. Without this acceptance, any booking is subject to cancellation at any time.

Booking will be confirmed on receipt of the requested traveler information and payment of your NON-REFUNDABLE deposit and planning fee, if applicable. Some Suppliers will require a larger deposit, or payment in full, to hold your booking and you will be notified of the amount required. Deposits and any fees are NON-REFUNDABLE, unless stated otherwise in the terms & conditions of the Supplier.

If you decide that CTS Travel is the right fit for planning your customized trip, you will pay the trip deposit (if required by CTS Travel or its Suppliers), as well as our NON-REFUNDABLE planning fee, which is determined based on the complexity of your trip, in our sole discretion, and will be in a minimum amount of \$150 for custom itinerary creation and travel planning support. Our itineraries take many hours of planning and work to create the unique experience we aim to give our travelers and as such our customized planning fee, if any, for your trip, is NON-REFUNDABLE even if you cancel your trip or decide not to book. Please note that your customized proposal is valid for [redacted] days and is not guaranteed until a deposit is made and may change at any time based upon supply and demand.

PLEASE NOTE: Any and all fees relating to our travel planning services, including without limitation planning fees, revision or change fees, and cancellation fees, (collectively, "Service Fees"), if any, are NON-REFUNDABLE and must be received in full by CTS Travel before any proposal or itinerary is presented.

Payment

After your booking is processed, we will provide you with instructions for payments and all due dates. While CTS Travel may send out a payment schedule reminder, it is the traveler's sole responsibility to make all payments in full and on time as required by the applicable travel Supplier. Please contact us immediately, and in advance of your payment due date, if you are unable to meet this obligation. Failure to make any payment may result in the cancellation of your travel. In such a case this would be considered a cancellation by you and the cancellation terms and fees as described below would be in effect. Further, you are only entitled to request or make changes to your itinerary as stipulated in the Changes and Cancellation section below.

Without limitation, the Passenger(s) voluntarily hold CTS Travel harmless for cancellation of any booking due to late payment or credit card decline. Should CTS Travel charge an upfront fee for professional services related to travel, and your booking is canceled due to late payment or credit card declination, those fees will be non-refundable and non-transferable.

Payments will be processed through a secure online system and can be made via major credit cards including Visa, Mastercard, American Express and Discover, and ACH bank transfers, as applicable. Travelers must provide us with a click (checkbox) or signed authorization for every transaction for your trip. Your authorization is a legally binding agreement for us and/or Supplier to process payment and an acknowledgement and agreement to these Terms and Conditions including the cancellation terms. As such, you agree not to make any improper chargebacks.

CHARGEBACKS:

In certain cases, you have the ability to dispute charges with credit card and other payment facilitation companies ("chargebacks"). Before initiating a chargeback, the traveler must send an email to deanna.ctstravel@gmail.com concerning any questions or concerns about our charges. We will work with you in attempting to resolve your concerns. CTS Travel retains the right to dispute any chargeback that is improper and recover any costs, including attorney's fees related to improper chargebacks, and to cancel any travel reservation related to that improper chargeback. The following chargeback scenarios are improper, and we retain the right to investigate and rebut the chargeback claims below, including without limitation:

- Chargebacks resulting from non-cancellable reservations, whether or not the reservation is used.
- Chargebacks resulting from charges authorized by family, friends, associates or other third parties with direct access to your credit card. This does not include credit card fraud.
- Chargebacks arising from inconsistency or inaccuracy with regard to the Supplier's product description.
- Chargebacks resulting from force majeure or other circumstances that are beyond the control of CTS Travel or the Supplier.
- Chargebacks resulting because you do not agree with the cancellation policy.
- Chargebacks resulting because you were not provided with an itemized breakdown of costs in connection with your trip.

AIRFARE:

1) **General Conditions Governing Air Transport:**

Airline tickets are highly restrictive, non-refundable, and non-transferable. Modification of passenger names, dates, times, routes, or departure/arrival airports is at the airline's sole discretion and, if permitted, will likely incur a substantial change fee. The passenger is responsible for any such fees. Regarding the purchase of air tickets, CTS Travel acts solely as an intermediary between you and the airline. Once you book a reservation, your credit card or debit card will be charged for the amount shown – regardless of whether the reservation is used. Please note that credit will not be given for any unused airline tickets and cannot be applied to any future bookings.

All tickets will be issued for economy class unless otherwise specified. All travel will be round-trip unless otherwise specified. Seat assignments are subject to the airline's policies and may not be confirmed until you arrive at the airport on the day of departure. Please note that airline tickets booked through CTS Travel may not be eligible for frequent flyer miles. You agree to confirm all bookings with the airline before the stated departure date. CTS Travel recommends confirming 72 hours prior.

Direct flights may be “non-stop” or may involve one or more layovers (in the latter case, this means the same flight by the airline, as 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 with a layover in a town, and the second flight departs from a different airport than the airport of arrival, ensure you have sufficient time to reach the second airport. The journey to the other airport is at your own expense. CTS Travel will not reimburse you for these costs, nor will it be liable if you miss the second flight.

CTS Travel's responsibilities for air travel are limited by the relevant airline's conditions of carriage. The airline fulfilling your contract for carriage may change from the airline mentioned by CTS Travel. CTS Travel is not able to specify the type of aircraft to be used by any airline. If an airline cancels or delays a flight, you must work directly with the airline to ensure you arrive at your destination on or ahead of time. CTS Travel will not provide any refund for missed trips, in whole or in part.

2) **Prohibited Practices:**

You agree not to deviate from your booking by making any unscheduled layovers. Tickets may not be purchased and used at fares from an initial departure point on the ticket that is before your actual

point of origin of travel, or to a more distant point(s) than your exact destination, even when the purchase and use of such tickets would produce a lower fare. This practice is known as “Hidden City Ticketing” or “Point Beyond Ticketing” and is prohibited. The purchase and use of round-trip tickets for one-way travel only, known as “Throwaway Ticketing” is prohibited. The use of two or more different tickets issued at round-trip fares to circumvent applicable rules (such as advance purchase/minimum stay requirements) is commonly referred to as “Back-to-Back Ticketing” and is also prohibited.

Where a ticket is purchased and used in violation of these rules, CTS Travel and the applicable air carrier have the right in their sole discretion to take all actions permitted by law, including but not limited to, the following:

- a) Invalidate the ticket(s).
- b) Cancel any remaining portion of your itinerary.
- c) Confiscate any unused Flight Coupons.

- d) Refuse to board you and to carry your baggage.
- e) Assess the actual value of the Ticket, which shall be the difference between the lowest fare applicable to your actual itinerary and the fare paid.
- f) Delete miles in your frequent flyer account and/or terminate your participation in the frequent flyer program.
- g) Take legal action against you.

3) Loss of air tickets:

You agree to safeguard your tickets and bear all costs related to loss, theft, or damage. If you lose your air ticket or if it is stolen, CTS Travel advises that you report the incident immediately to the police and the airline.

4) Luggage:

Each airline has its own policy regarding luggage. We recommend checking with your airline in advance for any weight restrictions and additional charges related to checked baggage. You will be responsible for paying 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.

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 your airline and declare the damage, absence, or loss of your personal effects before leaving the airport. You must then submit a declaration, attaching the originals of the following documents: the travel ticket, the baggage check-in slip, and the declaration. CTS Travel strongly recommends that you obtain an insurance policy covering the value of your items.

5) Limitation of Liability for Air Transport:

IN ADDITION TO THE LIMITATIONS OF LIABILITY SET FORTH ABOVE, YOU AGREE THAT CTS TRAVEL IS NOT LIABLE FOR ANY DAMAGES ARISING FROM OR RELATED TO ANY AIRLINE TIMETABLE CHANGES, DELAYS, CANCELLATIONS, MISSED CONNECTIONS, MECHANICAL PROBLEMS, INCLEMENT WEATHER, SEATING REASSIGNMENTS, LOST OR DELAYED BAGGAGE, SCREENING AND SECURITY DELAYS, REFUSED BOARDING, OR FAILURE TO CHECK IN PROPERLY.

CRUISES AND TOURS:

When traveling on a cruise or tour, it is advisable to arrive one day early to allow for unexpected travel delays or flight cancellations, which could result in denied boarding. Should this happen, please note that CTS Travel will not reimburse you for any costs and will not be liable.

If your trip includes a cruise and/or a tour:

- 1) Be sure to read all the Terms and Conditions of the cruise line or tour operator before your departure.
- 2) When purchasing air from the cruise line or tour operator, the identity of the carrier, which may include codeshare partners, will be assigned and disclosed at a later date.

- 3) When purchasing air from the cruise line or tour operator, any change(s) in the airline's operation that require(s) a change in flights or carriers is at the discretion of the cruise/tour operator.
- 4) Additional fuel surcharges may be imposed at any time by the cruise line or tour operator, up to and including the time of departure. When notified of the fee, it is the passenger's responsibility to pay the fee. CTS Travel will make every effort to inform you when the cruise or tour supplier gives advance notice.
- 5) Cruise lines and tour operators may require pre-travel registration, health and safety questionnaires, and/or acceptance of the cruise line's or tour operator's contract terms and conditions before the trip's departure. It is the responsibility of each traveler to complete the required registrations and documents.

ACCOMMODATIONS AND ACTIVITIES:

"Accommodations" are defined as lodgings in a dwelling or similar living quarters provided to travelers, including, but not limited to, hotels, condos, villas, rentals, quarters on cruise ships, motels, timeshares, campgrounds, and resorts.

1) Accommodation Classifications:

The number of stars attributed to hotels and other accommodation providers quoted by CTS Travel corresponds to a classification established as a point of reference by local standards in the host country. Please be advised that accommodations and the "star" designations may vary from country to country. The comments we make in our descriptions are based on our knowledge of the establishments and the comments we have received from customers. CTS Travel makes no guarantee regarding the suitability or availability of accommodations. If the particular accommodations sought are unavailable, we will do our best to reserve comparable accommodations, if possible. You will bear any additional costs, such as upgrades, etc. We reserve the right, for technical reasons or in cases of force majeure or actions by third parties, to replace the planned hotel with an accommodation of the same category offering equivalent services. This would only be in exceptional circumstances, and in such cases, we will inform you as soon as we are aware of this necessity.

2) Taking possession of and vacating your room:

Policies regarding taking possession of and vacating rooms often vary by hotel and/or country, so it is your responsibility to check with the hotel in advance to verify the relevant policies and times. CTS Travel is not responsible for any charges and damages resulting from your failure to take a timely position or vacate your room.

3) Classification of rooms:

Room classifications and amenities may vary by hotel and/or country, so it is your responsibility to check with the hotel ahead of time to verify the specific amenities offered at the time of your stay. CTS Travel makes no guarantee that its descriptions and photographs are an exact representation of the particular rooms offered.

4) Meals:

These depend on the meal plan chosen / if applicable.

All-inclusive. This includes accommodation, breakfast, lunch, dinner, and standard drinks (mineral water, fruit juice, sodas, wine, and local alcoholic beverages).

5) **Activities Offered During Your Stay:**

An activity may not be appropriate for all ages or individuals with certain medical conditions. CTS Travel may not be held liable in the event of an incident or accident which is due to a lack of vigilance on your part.

Certain activities referred to in the trip description may no longer be provided by our 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 (examples: group sports, children's clubs). During the early or late season, some activities may not be available, and certain facilities (such as the restaurant and swimming pool) may be closed or undergoing maintenance work. As a general rule, entertainment and sports activities may vary in frequency depending on the number of people staying at the time and climatic conditions. Particularly during the high season, the number of parasols, loungers, sports equipment, and other amenities may be insufficient to meet demand. The opening hours of bars, restaurants, clubs, and other establishments may be irregular and depend on the management of the establishment in question. You agree that CTS Travel is not liable for activities unavailable due to any of the reasons listed above.

The sports activities offered for collective participation are often organized by outside providers. Any travel costs related to such activities are at the customer's expense. Similarly, these activities may be withdrawn at the organizer's discretion if there is insufficient demand. This will not give rise to any entitlement to compensation.

YOU ACKNOWLEDGE THAT THE USE OR ENJOYMENT OF AN ACTIVITY MAY BE HAZARDOUS AND INHERENTLY RISKY, AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, CTS TRAVEL 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 USE AND OPERATION OF THE ACTIVITY, AND ALL ACTIONS OR EVENTS OCCURRING BEFORE, DURING, AT OR AFTER, THE ACTIVITY.

6) **Infants:**

We ask parents traveling with infants to bring the appropriate food for their child, as it may not be available at their destination. You may be asked to pay a charge, for example for the provision of a cot and/or for heating baby food and drinks. Please request this when making your reservation, although we cannot confirm the availability of such services.

7) **Pregnant women:**

CTS Travel advises pregnant women to consult their doctor before making any reservation to confirm that it is safe for them to participate in the trip. You agree that CTS Travel will not be liable for any damages arising from inability to participate in any or all of the trip due to pregnancy or related illness and no compensation will be paid under such circumstances.

CHANGE AND CANCELLATION POLICIES:

Changes by Traveler. Since changes may be considered cancelled services, additional cancellation penalties may apply. Changes are subject to additional Supplier charges, are based on availability, and may incur additional fees. Changes to airfare or other ticket contracts including cruise lines are subject to the applicable Supplier's terms and conditions.

In addition to any applicable travel Supplier change fees, CTS Travel, in our sole discretion, may charge a change fee starting at \$50 per traveler/per booking.

Cancellations by Traveler. Cancellation of travel must be made in writing at deanna.ctstravel@gmail.com and is effective from the date we receive the written notification. Service Fees paid to us prior to cancellation are always non-refundable. All Suppliers have their own cancellation policies, which apply to your booking, and may involve additional charges or fees to you. Upon receipt of your cancellation request we will contact the Suppliers for any applicable refunds subject to the Supplier's terms and conditions. If you are entitled to a refund, please note that the Supplier is solely responsible for this refund, not CTS Travel. A copy of the Supplier's terms and conditions for travel will be included with your travel booking documents.

In addition to any applicable travel Supplier cancellation fees/penalties, CTS Travel, in our sole discretion, may charge a cancellation fee in a minimum amount of \$100 per person/booking/room.

Changes and Cancellations by Supplier and/or CTS Travel. We will inform you as soon as reasonably possible if a Supplier needs to make a significant change to your confirmed booking or to cancel. We will also liaise between you and the Supplier in relation to any alternative arrangements offered by the Supplier, but we will have no further liability to you.

If between planning time and/or during actual travel, circumstances require changes, CTS Travel and its Suppliers reserve the right to cancel or vary any itinerary and substitute components of any trip, including but not limited to ports of call and embarkation schedule, hotels and accommodations of comparable quality, air schedule or surface transportation changes (e.g., drivers and guides), security matters, and/or other events make such alterations necessary. Suppliers may substitute transportation equipment depending on any variety of factors, including the volume of passengers on a trip. During local or national holidays or special events, peak seasons, on certain days of the week, and during religious occasions, certain facilities such as museums, churches, restaurants, sightseeing tours, hotels, and shopping may be limited or not available. Alternatives will be offered whenever possible. CTS Travel cannot be held responsible for any closures, necessary itinerary changes, or curtails for any reason. These changes will not be considered material changes and will not be considered cause for cancellation by the traveler. Normal cancellation penalties still apply to the trip that has been changed.

TRAVEL PROTECTION:

CTS Travel offers travel insurance coverage to all our clients for their travel. Travel insurance protection is Strongly Recommended but not required. As your travel agent, we have a professional responsibility to recommend purchasing travel protection to protect both you and your vacation. CTS Travel is not qualified or authorized to answer technical questions regarding coverage details or evaluate your existing coverage.

Should you request a quote for travel insurance, we encourage you to review your policy upon receipt, as it contains important information. This information includes but is not limited to, details on the extent of coverage and procedures for making a claim.

All requests for service under the policy must be filed directly with the travel insurance provider, as per the policy terms and conditions, which you, the passenger, are responsible for reviewing upon receipt of your travel protection policy. CTS Travel is unable to advise on possible cancellations and any associated claims processing. All queries regarding cancellation, penalties, and coverage should be directed to your particular travel insurance provider. Please note that the travel insurance provider may be prohibited from discussing your claim with CTS Travel due to privacy laws (e.g., HIPAA). Accordingly, you acknowledge that CTS Travel cannot be involved in any aspect of your claim/request for service. Passenger(s) acknowledge and agree that

CTS Travel has no control over the travel insurance provider or its coverage decisions, and as a result, CTS Travel is not responsible for and shall not be liable for policy coverage, claims processing, or the denial of any claims.

By declining travel protection, you acknowledge and accept liability for any cancellation penalties, damages, and/or out-of-pocket expenses incurred. You also acknowledge and accept responsibility for arranging and paying for any necessary treatment in the event of a medical emergency while traveling. Please note that if you decline this type of coverage, you waive your right to this essential coverage, and your confirmation will indicate “declined” next to the travel protection section. If you have purchased travel protection, please review your confirmation for accuracy and call us immediately if you believe you have travel protection but your confirmation indicates “declined.” Failure to contact us will be considered a waiver of travel protection.

CLIENT PHOTO AND VIDEO MEDIA USAGE:

By sending photos, videos, and media or posting them on our social media platforms regarding your travel booked through CTS Travel, you grant CTS Travel permission to use that media for promotional and marketing purposes on all our social media platforms. This includes but is not limited to, emails, reviews, or media sent directly to CTS Travel, as well as any content you, the client, upload to our social media platforms regarding your trip.

Usage Terms:

- 1) **Usage:** The media may be used by CTS Travel for promotional and marketing purposes without any compensation to you.
- 2) **Duration:** This permission is granted for an indefinite period unless revoked in writing by you.
- 3) **Privacy:** CTS Travel will not disclose any personal information associated with the media without your explicit consent.
- 4) **Revocation:** You have the right to revoke this permission at any time by providing written notice to CTS Travel.

HEALTH/DISABILITIES:

CTS Travel recommends that all Passengers be in good physical and mental health and have medical approval to travel. Any physical disabilities must be reported to CTS Travel at the time of reservation, during the initial booking, so that CTS Travel can contact Suppliers to investigate the amenities and/or special accommodation offered. Any accommodations provided will be at the sole expense of the traveler requiring the accommodation and while we will communicate requests to Suppliers, we cannot be responsible if Americans with Disabilities Act (ADA) accommodations are not available. CTS Travel has no special knowledge regarding the suitability of people with disabilities for any portion of any tour or activity offered. For information regarding the suitability of people with disabilities for any part of a tour or other reservation, please get in touch with the Supplier directly.

Passengers are required to provide his/her/their own personal or individually prescribed devices such as wheelchairs, walkers, or similar devices. If more than minor assistance is needed, Suppliers may require that the Passenger be accompanied by a companion who is capable of, and responsible for, providing such assistance and as such Passenger must notify CTS Travel at the time of booking of the status and identity of their non-discounted, fully paid travel companion. Suppliers often reserve the right to reject Passengers whose

mental or physical condition may interfere with the itinerary. *Passenger(s) acknowledge and agree that CTS Travel shall be held harmless for all claims relating to Supplier rejection relating to mental or physical condition.*

If you are pregnant or expecting at or around the time of your planned travels, please inform us prior to booking. Some Suppliers will not permit travel past certain gestational periods for your safety and the safety of your child/ren. If you become pregnant after booking with us, please consult with a doctor and review the Supplier terms and conditions as they relate to your booking to determine whether you will be permitted or prevented from traveling. If you are denied boarding embarkation, or access to a Supplier due to a pregnancy, CTS Travel shall not be liable for any losses, expenses, or refunds resulting from such loss in access for you or anyone you travel with.

AGENT/INTERMEDIARY AND LIMITATION OF LIABILITY:

CTS Travel is simply an intermediary between the Suppliers and the public. CTS Travel does not own or operate any of the hotels, condos, villas, rentals, shore excursions, tours, transportation providers, cruise lines, vessels, airlines, travel protection companies, attractions, or other travel-related suppliers ("Suppliers") that provide goods or services for the Passenger(s)' trip. The passenger(s) acknowledge and agree that CTS Travel shall not be responsible for any loss, damage, delay, inconvenience, or injury to the passenger(s) or group members as a result of a breach of contract, act, or omission, whether willful or negligent, criminal or otherwise, by any person other than CTS Travel or its direct employees, including but not limited to these Suppliers, their employees, agents, servants, or representatives.

Suppliers reserve the right to deviate from the direct, customary, and/or scheduled route or itinerary for any reason without notice or limitation. Passenger(s) acknowledge and agree that CTS Travel is not responsible for Supplier deviations, delays, cancellations, mandated overnight stays, missed connections, or any other condition beyond its control. CTS Travel is not liable for any loss incurred due to the Passenger's gambling activities and is not responsible for any purchases made during the trip.

While CTS Travel prides itself on selecting quality Suppliers, no undertaking, guarantee, or warranty is given or shall be implied as to the fitness or condition of the Supplier's accommodations, transportation, or any food, drink, medicine, or provisions supplied. Passenger(s) acknowledge and agree that CTS Travel shall not be responsible for refunding, either fully or partially, any amounts paid due to unsatisfactory services from any supplier. In no event shall CTS Travel be liable for any accident that occurs in hotels, resorts, villas, rentals, motels, on airplanes or at airports, on buses or at bus stations, on trains or at train stations, on board a cruise ship, on tenders, on shore excursions, or during any mode of transportation encountered during the trip, resulting from equipment or any other cause. The Passenger acknowledges a full understanding of the nature and character of the mode of transport and accepts all risks associated with travel, transportation, and handling of passengers and baggage.

Regarding the travel arrangements associated with this booking, CTS Travel and its members, managers, president, owners, employees, affiliates, agents, and representatives ("Representatives"), collaborates with a range of disclosed independent contractors, including, but not limited to, carriers, cruise lines, transportation companies, tour operators, wholesalers, service providers, hotels, and other Suppliers of travel-related services. CTS Travel is not responsible or liable for any acts, omissions, financial stability, delays, or changes by any of the entities listed above. Traveler understands and agrees that CTS Travel shall only be subject to limited recovery in the amount of commissions and/or fees CTS Travel earned and received from traveler's booking and nothing more.

FORCE MAJEURE

Without limitation, Passenger(s) assume the risk of and agree that CTS Travel is not liable for any damages arising from or related to any act of God or public enemies, arrest, restraints of any government or rulers of people, piracy, war, revolution, extortion, terrorist activity, threatened or actual rebellion, political upheaval, civil, social or labor unrest, riots, fire, lockouts, explosion, collision, climactic or weather-related conditions, floods, storms, hurricanes, typhoons, tornados, droughts, high or low water levels caused by a tsunami, perils of the sea, rivers, canals, locks or other waters, perils of navigation of any kind, mechanical or construction failures or difficulties, diseases, bacteria, pathogens, epidemics, medical quarantines, local laws, abnormal conditions or developments, closure of airports/seaports/hotels/train stations, carrier or supplier logistical problems, computer problems stranding, food or water poisoning, illness, grounding, theft, accident to or from machinery, boilers, or latent, defects even though existing at the commencement of the trip, desertion or revolt of crew, or lost/damaged/delayed luggage, customs, entry or visa regulations, defaults, delays or cancellations of or changes in itinerary, routing or schedules, from any cause beyond the control of the CTS Travel or from any loss or damage resulting from, missing, lacking, untimely, insufficient or improperly issued passports, visas or other required border-entry documents or any other unforeseen circumstances or any other factors unforeseen by CTS Travel that impacts negatively on, or hampers, its ability to fulfill any of its contractual conditions (“force majeure”). In circumstances amounting to force majeure, we will not be required to refund any money to you, although if (and only if) we can recover any monies from our Suppliers (it being under no obligation to do so), we will refund these to you without any charge by CTS Travel.

ASSUMPTION OF RISK/WAIVER: The travel that you are undertaking in connection with your trip inherently involves risks, some in remote areas of the world. These risks include, but are not limited to, risk of injury or death from: force majeure, motor and conveyance vehicle collisions, water related activities, roadway hazards, slips, and falls, criminal or terrorist acts, government actions, consumption of alcoholic beverages, tainted food, or non-potable water; exposure to the elements, including heat, cold, sun, water, and wind; your own negligence and/or the negligence of others, including tour guides, other travelers, CTS Travel and its 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, illnesses caused by COVID-19 (or other pandemics, infectious diseases, etc.), 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; the adequacy of medical attention once provided; equipment malfunctions; or a lack of safety features and/or failure to utilize any safety features.

Traveler understands the description of these risks is not complete and acknowledges that unknown or unanticipated risks may result in injury, illness, or death. In order to partake of the enjoyment and excitement of this trip and in consideration of the services provided by CTS Travel, traveler is willing to accept the risks and uncertainty involved as being an integral part of travel, and is voluntarily participating in said travel with the knowledge that there are significant dangers involved, and hereby agrees to accept any and all risks. FURTHER, TRAVELER HEREBY ACCEPTS AND ASSUMES FULL RESPONSIBILITY FOR ANY AND ALL RISKS OF ILLNESS, INJURY OR DEATH AND OF THE NEGLIGENCE OF CTS TRAVEL AND AGREES TO AND SHALL HOLD HARMLESS AND FULLY RELEASE CTS TRAVEL AND ITS REPRESENTATIVES FROM ANY AND ALL CLAIMS ASSOCIATED WITH THE TRIP, INCLUDING ANY CLAIMS OF THIRD PARTY NEGLIGENCE AND/OR THE NEGLIGENCE OF CTS TRAVEL AND/OR ITS REPRESENTATIVES, AND TRAVELER HEREBY COVENANTS NOT TO SUE CTS TRAVEL AND/OR ITS REPRESENTATIVES FOR ANY SUCH CLAIMS OR JOIN ANY LAWSUIT OR ACTION THAT IS SUING CTS TRAVEL. THIS AGREEMENT ALSO BINDS YOUR HEIRS, LEGAL REPRESENTATIVES, AND ASSIGNS. THE TERMS OF

THIS HOLD HARMLESS AND RELEASE OF ALL LIABILITY PARAGRAPH, SHALL SURVIVE ANY TERMINATION OR CANCELLATION OF THESE TERMS AND CONDITIONS, WHETHER BY OPERATION OF LAW OR OTHERWISE.

INDEMNIFICATION:

Traveler agrees to and shall indemnify and hold harmless CTS Travel and its Representatives from any expenses, losses, liabilities, damages, judgments, settlements and costs (collectively, "damages") involved with or incurred by CTS Travel or its Representatives (including, without limitation, reasonable attorneys' fees and the advancement of same) with respect to any claims, law suits, arbitrations, or other causes of action, which result, directly or indirectly, from: (i) your breach or violation, or threatened breach or violation, of these Terms and Conditions; (ii) any of your acts or omissions, including any damage caused by you to persons or property while participating in the trip, (iii) any force majeure or inherent risk of travel; or (iv) claims brought by third parties in connection with any of the foregoing. The terms of this INDEMNIFICATION paragraph shall survive any termination or cancellation of these Terms and Conditions, whether by operation of law or otherwise.

CLASS ACTION WAIVER AND LIMITATION OF DAMAGES:

YOU AGREE THAT YOU WILL ONLY BRING CLAIMS AGAINST CTS TRAVEL IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING. CTS TRAVEL SHALL NOT IN ANY CASE BE LIABLE FOR OTHER THAN COMPENSATORY DAMAGES, AND YOUR PAYMENT OF A DEPOSIT ON A TRIP MEANS THAT YOU AGREE TO THESE CONDITIONS OF SALE AND EXPRESSLY WAIVE ANY RIGHT TO PUNITIVE DAMAGES. YOU FURTHER AGREE THAT IN NO EVENT SHALL CTS TRAVEL'S LIABILITY TO YOU (OR ANY MEMBER OF YOUR TRAVELING PARTY, OR YOUR/THEIR HEIRS, SUCCESSORS AND ASSIGNS), FROM ANY CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, INDEMNITY, EQUITY, OR OTHERWISE), EXCEED THE AMOUNTS PAID TO CTS TRAVEL FOR THE SERVICES CTS TRAVEL PERFORMED AND PROVIDED TO YOU IN CONNECTION WITH THESE TERMS AND CONDITIONS, AND THIS IS YOUR SOLE AND EXCLUSIVE REMEDY FOR A BREACH OF THESE TERMS AND CONDITIONS BY CTS TRAVEL.

The failure of CTS Travel to act concerning a breach of these Terms and Conditions by you, or others, does not waive its right to act on subsequent or similar breaches. CTS Travel does not guarantee it will take action against all breaches of these Terms and Conditions.

GOVERNING LAW AND VENUE:

These Terms and Conditions 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 Montana exclusive of conflict or choice of law rules. Any claims shall be brought in a court of competent jurisdiction located in Lake County in the State of Montana.

JURY WAIVER/NOTICE OF CLAIM/INTENTION TO COMMENCE ACTION:

YOU HEREBY AGREE TO WAIVE YOUR RIGHT TO TRIAL BY JURY. YOU UNDERSTAND AND AGREE THAT NO CLAIMS WILL BE CONSIDERED AND THAT YOU WILL NOT BRING SUIT AGAINST CTS TRAVEL UNLESS YOU HAVE FIRST PROVIDED A WRITTEN NOTICE OF CLAIM TO CTS TRAVEL WITHIN THIRTY (30) DAYS AFTER THE TRIP OR CANCELLATION OF THE TRIP, FURTHER PROVIDED THAT YOU

AGREE TO FILE SUIT WITHIN ONE (1) YEAR OF THE INCIDENT AND YOU ACKNOWLEDGE THAT THIS EXPRESSLY LIMITS THE APPLICABLE STATUTE OF LIMITATIONS TO ONE (1) YEAR.

MODIFICATION OF TERMS AND CONDITIONS:

The Terms and Conditions may be amended or modified by CTS Travel at any time without notice. Therefore, you must consult the Terms and Conditions before making each booking, particularly to ensure you are aware of the provisions in effect, as they may have changed since your last booking.

ENTIRE AGREEMENT/ SEVERABILITY/ENFORCEABILITY:

These Terms and Conditions, including the terms and conditions of our Suppliers, and any other documents, including invoices, that we provide you constitutes the entire agreement, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, with respect to CTS Travel. If any provision of this agreement is unlawful, void, or unenforceable for any reason, then that provision shall be deemed severable from this agreement and shall not affect the validity or enforceability of any remaining provisions. The provisions of these Terms and Conditions, which by their nature extend beyond termination or expiration of these Terms and Conditions (whether by operation of law or otherwise) shall survive the expiration or termination of these Terms and Conditions to the full extent necessary for their enforcement and for the protection of the party in whose favor they operate.

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