

## EUREKA TRAVEL TERMS & CONDITIONS OF SALE

The following terms and conditions (“Terms and Conditions”) apply to all travel and travel related Services offered for sale by Eureka Travel, LLC. and/or its agents, employees, associates, affiliated companies, independent contractors, or subcontractors (hereinafter referred to as “Eureka Travel”, “we,” or “us”).

The terms “Service” or “Services” as used in these Terms and Conditions encompass: travel planning and consultation, charter or other airfare, passage on cruises, charters, buses, river boats, buses, ground transportation, hotel rooms, resorts, camps, or other lodgings, tours, car rentals, leisure or adventure activities, equipment rentals, expeditions, and any other travel or travel related products offered, sold, recommended, or provided by Eureka Travel. The term “Trip” is defined as any Service, or package of Services, offered by us. “Supplier” or “Vendor” refers to any provider of the Services we offer. “Itinerary” refers to the particularized schedule for a Trip. References herein to “Traveler,” “you,” or “your” shall apply to each and any of the following: a party participating in an offered Trip and/or the party who purchases, or attempts to purchase, a Trip for themselves and/or others.

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

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

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**1. Eligibility.** The Services offered by Eureka Travel are available for purchase by residents of the United States, Canada (excluding Hawaii, Florida, Washington, or Iowa) while in the United States, its territories, possessions, and protectorates, who have all the requisite power and authority to enter into and perform the obligations under these Terms and Conditions. Travelers must be over the age of 18 to purchase a Eureka Travel Trip.

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

**3. Payments.** Eureka Travel accepts payments by:

- a. Credit cards including Discover, American Express, Visa and MasterCard.
- b. Check payable to Eureka Travel
- c. Wire transfer/ Direct deposit/Zelle

**4. Prices.** Our prices are contractual tariffs. No claim relating to the price of a Trip will be considered once the reservation is effective.

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

- a. Items of a personal nature such as incidentals and laundry
- b. Excess baggage charges
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- n. Travel insurance including health, accidents, lost baggage and trip cancellation
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- t. Any other activities or items not explicitly advertised as included in the price of a Trip in the description of the offered Trip

**5. Reservations/booking and Deposits.** To book a Trip, each Traveler or group of Travelers must submit:

- a. A completed booking form signed electronically by the main Traveler. By submitting the booking form the traveler accepts our Terms and Conditions.
- b. A **NON REFUNDABLE** deposit of 30% of land services per person payable by credit card. It is highly recommended that the deposit be made as early as three months before departure as space fills up early.
- c. The full balance of the trip cost is due **sixty days (60)** before the trip departure date for **individuals** or **ninety (90) for groups of 8** or more.
- d. If you book your trip with us sixty days (60 days) or less before the departure date, the full cost of the trip is due at that time.
- e. Upon the receipt of your final payment, Eureka Travel will send all your travel documents 30 days prior to trip departure, or as soon as possible if booked within 30 days.
- f. In order for Eureka Travel to send the vouchers and travel documents for your Trip, Traveler must show to Eureka Travel evidence of either having purchased travel insurance or sending in a copy of our Travel Insurance Waiver Form.
- g. Payments can be made in the form of: Credit Card: Visa / Master Card / American Express /Discover Personal check with check made out to Eureka Travel or wire transfers. In case of payment made by check, the reservations will commence once the check is cleared.
- h. Eureka Travel will inform you within a week of your confirmation about the hotels and services confirmations.

**6. Customized Itineraries & Trip preparation Fee.** Although our website offers many options of travel itineraries, we realize that often our clients need customized travel arrangements. These tailor-made itineraries frequently include accommodation types and activities which are less common and which reflect each passenger's unique needs.

The first quote for any detailed itinerary is done as a courtesy to our clients. If your Trip requires customized and personal preparation of travel services, we will request a **U\$D 200 "Trip preparation fee" per person based on two or more people or U\$D 300 for a single traveler.** Long, complex itineraries and groups may require a higher fee as this will take us more time to prepare.

This **"Trip preparation fee"** will apply as a credit toward your Trip invoice if you book it within 45 days. If you choose not to book the trip or decide on a completely different itinerary, the fee will become non-refundable and a new fee will be charged. Returning customers are typically not required to pay this fee at the discretion of Eureka Travel. Eureka Travel is dedicated to offering the best possible customer service, research, and travel arrangements for its customers. Preparing a complex customized Trip often requires considerable time, expertise, and knowledge of the area.

**As a travel consultant specializing in South America we are able to plan and arrange the types of Trips that otherwise cannot be found through other travel sites.**

The purpose of our good faith deposit fee is to discourage speculative, non-serious inquires, or future passengers wanting to rely on our expertise, but plan to book elsewhere. The charge shall be considered valid as a request for services. This allows us to focus our time and resources to help customers like you who seriously intend to book a trip from us.



In case of customized, complex flight itineraries, the “trip preparation” fee becomes a flight **booking service fee** and does not apply as a credit toward the cost of the flights or rest of the itinerary.

The “trip preparation” fee can be charged to your credit card (Visa, American Express & MasterCard) or you can send us a check payable to EUREKA TRAVEL. Please complete the GOOD FAITH DEPOSIT FEE FORM and either e-mail or fax it to us.

You can also fill out our online CUSTOMIZED ITINERARY FORM or email us with your request. Immediately upon receiving your deposit we will notify you via email or phone and begin the process of planning of your trip. Within 3 to 5 business days you will receive the 1<sup>st</sup> proposed itinerary and a price quote.

## 7. Cancellations and Alterations Policies.

### a. Cancellations and Alterations attributable to Eureka Travel

Particularly as a result of political or environmental changes, rescheduling of air routes and times and other circumstances outside our control, we have on occasions to make changes to and cancel confirmed bookings. While we always endeavor to avoid changes and cancellations, we must reserve the right to do so and to substitute alternative arrangements of comparable monetary value without compensation and accepts no liability for loss of enjoyment as a result of these changes.

Eureka Travel reserves the right to cancel any group Trip due to lack of participation 60 days prior to Trip departure date. In this case, all monies you paid to Eureka Travel will be refunded or alternate dates may be offered and reserved

Very rarely, we may be forced by "force majeure" to change or terminate your Trip after departure but before the scheduled end of your Trip. This is extremely unlikely but if this situation does occur, we regret we will be unable to make any refunds (unless we obtain any refunds from our suppliers), pay you any compensation, or meet any costs or expenses you incur as a result.

### b. Cancellations and Alterations attributable to Traveler

Any cancellation and any alteration (where permitted) must be requested in writing in the manner described below in “Section 12: Notices” as soon as you become aware of the need to cancel or alter your travel plans. Cancellation refunds will be calculated as of the date we receive your written cancellation. All payments for travel Services not provided to the passenger shall be refunded in accordance with these Terms and Conditions and in accordance with Eureka Travel’s cancellation policy. Refunds will be processed 30 days after our receipt of your written cancellation. Please note that if you cancel on or after the scheduled date of departure, you will not receive any refund.

Any cancellation or alteration of your booking may result in costs that will be billed by our Suppliers, and our administrative costs may be added to these. Certain Suppliers may have deposit terms and cancellation policies different from those of Eureka Travel. We may need to collect additional deposits from you to hold reservations.

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

**Important:** All tickets for air travel are non-refundable generally unless specifically described otherwise. Any alteration, transfer, or cancellation relating to airfare, or Trips (flight + other Services) which affect the booked flight(s), will involve charges up to the price of the air tickets bought including, without limitation, all fees, taxes, and charges.

### i. Alterations attributable to Traveller

Any changes requested by Travellers after the trip has been confirmed, booked, fully paid and all the travel documents and vouchers have been sent by Eureka Travel to the Traveler, will be subject to a rebooking fee of USD \$40 per change. Any changes to the original itinerary must be submitted to Eureka Travel in writing and is subject to availability and could alter the price of the entire trip. This policy applies to any changes made or requested by the client while en route.



ii. Cancellations attributable to Traveller

Unless otherwise stated in the brochure, for all cancellations we will refund the cost of your trip less the following per-person charges. Please note that a no show passenger forfeits **all** deposits and payments made to Eureka Travel:

INDEPENDENT TRAVELERS

Period before departure written notification is received	Charge /Cancellation fee
30 days or more	Loss of the 30% initial deposit*
29-21 days	40% per person *
20-15 days	60% per person*
14-9 days	75% per person *
8 days or less	100% per person*
Flight fares are NON-REFUNDABLE and are subject to airlines rules. EUREKA TRAVEL will retain all fees and commissions	

GROUPS 8 or more travelers

Prior to Departure	Charge
Up to 90 days prior	Loss of the 30% initial deposit *
89 to 60 days prior	50 % per person *
59 to 30 days prior	75 % per person*
29 to 1 days prior or non show	100 % per person *
FLIGHT FARES ARE NON-REFUNDABLE and are subject to airlines rules.	EUREKA TRAVEL will retain all fees and commissions

\*If one or more person is canceling within a private group and this cancellation will affect the total cost per person, other charges may apply in order not to affect the passengers still traveling. Eureka Travel will review this in a case by case.

\* For groups of 8 passengers or more: additional charges may apply if because of the cancellation of the room/person is affecting the cost per person for the other travelers within the group.

The cancellation of your booking for whatever reason does not exempt you from paying all the sums that you owe to Eureka Travel. Any interrupted or shortened stay, or any Service not actually used by you, for whatever reason (in particular in the event that you fail to arrive in time to enjoy the Services) does not entitle you to a refund.

c. California and Illinois Residents only:

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



**8. Issuing Travel Documents.** The method for issuing travel documents and/or tickets depends on the time available between the date of issue of tickets and your date of departure, and/or the type of Service. If a Traveler provides incorrect information, Eureka Travel does not assume any liability if the Trip is adversely affected or made impossible by the non-receipt of travel documents.

Travel documents will only be sent to the purchasing Traveler who places the order and personally agrees to these Terms and Conditions.

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

Eureka Travel offers travel insurance, available for an extra charge. It is Traveler's responsibility to understand the limitations of their insurance coverage and purchase additional insurance as needed. It is the Traveler's sole responsibility to research, evaluate and purchase appropriate coverage. Traveler agrees that Eureka Travel is not responsible for any uninsured losses.

In case you decide not to purchase travel insurance, Eureka Travel will request you to sign our TRAVEL INSURANCE WAIVER FORM prior to sending all your travel documents and vouchers. These documents won't be sent until we receive your waiver form.

**10. Passports, Visas, Reciprocity Entrance Fees, and Health Requirements.** Eureka Travel makes every effort to keep customers informed regarding travel requirements as pertaining to visas, reciprocity entrance fees, vaccinations, etc. However, it is ultimately Traveler's responsibility to verify they have all the necessary visas, passport, and vaccinations prior to travel. A full and valid passport is required for all persons traveling to any of the destinations outside the U.S. that we feature. You must obtain and have possession of a valid passport, all visas, permits and certificates, and vaccination certificates required for your entire Trip.

Most out of international Trips require a passport valid until at least six (6) months beyond the scheduled end of your Itinerary. Non-U.S. citizens should contact the appropriate consular office for any requirements pertaining to their Trip.

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

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

Further information on entry requirements can be obtained from the State Department, by phone (202) 647-5335 or access online at <http://travel.state.gov/travel> or directly from the destination country's website. **We recommend that you check these before booking and also shortly before departure as requirements may change.**

Immunization requirements vary from country to country and even region to region. Up-to date information should be obtained from your local health department and consulate. You assume complete and full responsibility for, and hereby release Eureka Travel from, any duty of checking and verifying vaccination or other entry requirements of each destination, as well as all safety and security conditions of such destinations during the length of the proposed travel or extensions expected or unexpected. For State Department information about conditions abroad that may affect travel safety and security, go to [http://travel.state.gov/travel/travel\\_1744.html](http://travel.state.gov/travel/travel_1744.html), or contact them by phone at (202) 647-5335. For foreign health requirements and dangers, contact the U.S. Centers for Disease Control (CDC) at (404) 332-4559, use their fax information service at (404) 332-4565, or go to <http://wwwnc.cdc.gov/travel/>.





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

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

#### **IMPORTANT INFORMATION REGARDING VISAS & RECIPROCITY ENTRANCE FEES:**

Please note that ARGENTINA requires a reciprocity entrance fee for USA, CANADIAN and AUSTRALIAN CITIZENS.

Eureka Travel does not provide ANY VISA or RECIPROCITY ENTRANCE FEE SERVICES. Eureka Travel will provide the client with the final itinerary and hotels and flights (if reserved by Eureka Travel) confirmed in order for you to apply for your visa.

It is the passengers' responsibility to PRE-PAY these fees before entering ARGENTINA, or at the airport for CHILE. BRAZIL requires VISA for USA and CANADIAN PASSENGERS. BOLIVIA requires visa as well. Some other nationalities need VISAS to visit SOUTH AMERICA. Peru may require visa for some nationalities.

EUREKA TRAVEL IS NOT RESPONSIBLE FOR ANY VISAS, ENTRANCE FEES OR ANY LEGAL DOCUMENTATION REQUIRED TO ENTER ANY SOUTH AMERICAN COUNTRY.

This information is subject to change without ANY NOTICE based on the relevant governments' travel requirements and Eureka Travel is not responsible for any of those changes.

**11. Accommodations.** "Accommodations" are any lodgings in a dwelling or similar living quarters afforded to Travelers including, but not limited to, hotels, quarters in ships and charters, camp grounds, motels, and resorts. Eureka Travel provides the accommodations for its Trips through third-party Vendors and retains no ownership or management interest in those Accommodations. Eureka Travel does not guarantee the location or the amenities of the Accommodations nor the performance of the third-party Vendors. If any issues arise, please contact the owner/operators of the respective Accommodations directly.

Hotel accommodations and the "star" designations may vary from country to country, especially in some of the remote locations on Eureka Travel's itinerary. Eureka Travel makes no guarantee about the accommodations, but we will try to work with the hotel within the same category you purchased, if available. Any additional costs, i.e. upgrades etc., will be borne by the participant.

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

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

a. If to Eureka Travel, via email, addressed to:

**Eureka Travel**

Attn: Cancellations/Changes

Email: [info@eurekatravel.net](mailto:info@eurekatravel.net)



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

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

**13. Seller of Travel Disclosures.** Eureka Travel is registered with the Ca. Dept of Justice. CST#2084597-40. Pursuant to California Law, Eureka Travel has a trust account.

Eureka Travel is a participant in the California Travel Consumer Restitution Fund (TCRF).

This transaction is covered by the TCRF if the seller of travel was registered and participating in the TCRF at the time of sale and the passenger is located in California at the time of payment. Eligible passengers may file a claim with TCRF if the passenger is owed a refund of more than \$50 for transportation or travel Services which the seller of travel failed to forward to a proper provider or such money was not refunded to you when required. The maximum amount which may be paid by the TCRF to any one passenger is the total amount paid on behalf of the passenger to the seller of travel, not to exceed \$15,000. A claim must be submitted to the TCRF within 12 months after the scheduled completion date of the travel. A claim must include sufficient documentation to prove your claim and a \$35 processing fee. Claimants must agree to waive their right to other civil remedies against a registered participating seller of travel for matters arising out of a sale for which you file a TCRF claim. You may request a claim form by writing to: Travel Consumer Restitution Corporation; P.O. Box 6001; Larkspur, CA 94977-6001; or by visiting TCRF's website at: [www.tcrfinfo.org](http://www.tcrfinfo.org).

If Traveler is purchasing from outside of California, this transaction is **not covered** by the California Travel Consumer Restitution Fund.

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

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

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

**16. Marketing Materials.** Eureka Travel endeavors to illustrate the Services it offers using photographs or illustrations that provide a realistic representation of the Services offered. However, please note that photographs and illustrations appearing in descriptions are for illustrative purposes only. They are binding on Eureka Travel only to the extent that they illustrate the type or standard of such Services, and are not contractual nor are they to be construed as guarantees of the conditions of the places or Accommodations pictured at the time of your Trip.

The travel information that we provide you on our site and in newsletters, brochures and the like about options for Accommodations, excursions, restaurants, bars/clubs, etc. comes from a variety of sources, including information published by the establishments themselves, by travel guides, and by on-line research, and is believed to be accurate. Nonetheless, some of the information could not be independently verified and may be inaccurate and not up to date. You should not view





the information as recommendations, and should do your own investigation to confirm that the business/site in question is still operational and suits your needs.

Eureka Travel may occasionally use statements made by its Travelers and/or their photographs, images, or other likenesses, in various marketing materials, on our website, or at promotional events. Traveler fully consents to such use of Traveler's statements and/or their photographs, images, or other likenesses, for marketing or promotional purposes without the payment of any compensation to Traveler and grants Eureka Travel a non-revocable license for said use.

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

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

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

TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, EUREKA TRAVEL DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, SUITABILITY FOR A PARTICULAR PURPOSE, TITLE, UNINTERRUPTED SERVICE, AND ANY WARRANTIES ARISING OUT OF A COURSE OF PERFORMANCE, DEALING OR TRADE USAGE FOR ALL GOODS AND SERVICES SOLD BY/THROUGH EUREKA TRAVEL. Applicable law in your jurisdiction may not allow the exclusion of implied warranties, so the above exclusions may not apply to you.

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

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

**20. Force Majeure.** Eureka Travel shall not be responsible for failure to perform any of its obligations under this Agreement during any period in which such performance is prevented or delayed due to Force Majeure. "Force Majeure" refers to any event beyond Eureka Travel's reasonable control, including but not limited to severe weather, fire, flood, mudslides,



earthquakes, war, labor disputes, strikes, epidemics, World Health Organization's advisories and/or alerts, Center for Disease Control's advisories and/or alerts, U.S. State Department's advisories and/or alerts, any order of any local, provincial or federal government authority, interruption of power Services, terrorism or any other causes beyond the control of Eureka Travel or deemed by Eureka Travel to constitute a danger to the safety and well-being of Travelers. Eureka Travel reserves the right to cancel any Services described in a Trip Itinerary due to Force Majeure.

## 21. Special Rules regarding Air Transport.

### a. General conditions governing air transport

Eureka Travel's responsibilities in respect to 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 in our electronic brochure and advertisements. Eureka Travel is not able to specify the type of aircraft to be used by any airline. In addition, Eureka Travel is not responsible for losses due to cancelled flights, seats, or changed flight itineraries. Airlines retain the right to adjust flight times and schedules at any time; schedule changes can result in an itinerary that falls outside of contractual agreements. You cannot cancel the contract without penalty due to a change of airline, aircraft type or destination. If an airline cancels or delays a flight, you should work with the airline to ensure you arrive at your destination on or ahead of time. Eureka Travel will not provide any refund for Trips missed, in part or full, due to missed, cancelled or delayed flights, or other flight irregularities including, without limitation, denied boarding whether or not you are responsible for such denial.

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

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

### b. Problems related to the issuance of e-tickets

As of June 1st, 2008, the International Air Transport Association (IATA) has imposed new rules with regard to the issuing of air travel tickets. As of that date, travel agencies and airlines have an obligation to only issue travel tickets via electronic means (i.e. electronic ticket or "e-ticket").

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

If we cannot issue you an e-ticket, we will contact you to propose an alternative route solution. This could involve a different tariff and/or additional costs for which you would be responsible. In the event of the absence of an alternative solution, your refusal to pay any tariff difference, or if the issuance of tickets proves impossible, we would be forced to cancel your reservation



at no cost to you. We will provide you with a full refund within 30 days after determining that there is no alternative solution possible.

c. Failure to check-in

Failure to check-in for a flight on the outward journey (on a charter or scheduled flight) will automatically result in cancellation of the return flight by the airline. We would encourage you to contact us on the date of departure if you wish us to keep the return flight open; this decision remains at the discretion of the airline company.

Any interrupted or shortened journey, or any service that you do not take up, will not entitle you to a refund. If you have taken out insurance coverage, and in particular insurance for the interruption of a stay, you must comply with the procedures for cancellation appearing in your insurance contract.

d. Flight connections

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

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

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

e. Non-Use of Flight Segments

You agree not to purchase a ticket or tickets containing flight segments that you will not be using, such as a "point-beyond", "hidden-city", or "back-to-back tickets". You further agree not to purchase a round-Trip ticket that you plan to use only for one-way travel. You acknowledge that the airlines generally prohibit all such tickets, and therefore we do not guarantee that the airline will honor your ticket or tickets. You agree to indemnify Eureka Travel against any airline claims for the difference between the full fare of your actual itinerary and the value of the ticket or tickets that you purchased.

f. The return

Whatever the type of flight, scheduled or charter, it is essential that the return be re-confirmed locally with the airline within 72 hours prior to the envisaged date of departure. For package Trips, this formality is generally performed by the local representative or agent. We would draw your attention to the fact that this procedure is compulsory and that, if you fail to do so, your seat cannot be guaranteed by the airline, which has the right to allocate your seat to someone else. In addition, this procedure also gives you the opportunity to confirm the times of your return flight which may have been altered in the meantime. Eureka Travel cannot be held liable for any negligence on your part in failing to re-confirm your return flight.

g. Luggage

Eureka Travel assumes no liability for any loss or damage to baggage or personal effects, whether in transit to or from a Trip, or during a Trip. The airline is liable to you for the baggage you entrust to it only for the compensation contemplated in the international conventions and relevant statutes. In the event of damage, late forwarding, theft or loss of luggage, you should



contact the your airline and declare the damage, absence or loss of your personal effects before leaving the airport, and then submit a declaration, attaching the originals of the following documents: the travel ticket, the baggage check-in slip, and the declaration. It is recommended that you take out an insurance policy covering the value of your items.

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

#### h. Babies and infants

Babies (up to 2 years of age) do not occupy a seat; the price of the ticket is generally 10% of the official rate. On certain flights children (from 2 to 11 years of age) may be granted a reduction, except on charter flights.

#### i. Pregnancy

Different airlines have their own restrictions on when pregnant woman may fly on their plane, which can range from prohibiting flying anywhere from 7 to 30 days by the due date. It is your responsibility to check the restrictions of your particular airline. If you are denied boarding, Eureka Travel will not be responsible for any resulting cancellation fees and charges.

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

**23. Medical and Physical Condition, Medical Emergencies, Assumption of Risk.** Some activities available on Eureka Travel's Trips are physically active and interactive, so you must be in good physical condition and health to participate in them. Various water activities and sports available on our Trips (including jet skiing, snorkeling, surfing, hiking, backpacking, biking, etc.) require various skills and abilities such as: the ability to swim, hand to eye coordination, balance, and an awareness of your surroundings. Traveler certifies they will not take any alcoholic beverages or drugs that may impair their physical or mental abilities before their participation in an adventure or water activity while on a Trip.

Traveler certifies that they are responsible for managing their own medication and medical, physical, or allergic conditions during their Trip. Traveler understands that in the event of injury to Traveler, or exacerbation of Traveler's medical condition, Eureka Travel may not be held responsible. If a serious emergency arises, it may be necessary for a physician to attend to Traveler, but Traveler recognizes that Eureka Travel is not obligated to take any action to facilitate or assist that treatment. The quality of medical personnel and facilities vary from region to region and cannot be controlled by Eureka Travel. In some parts of the world, substandard medical care is common and unavoidable. Hospital facilities are often unavailable and evacuation can be prolonged, difficult and expensive. Eureka Travel is not responsible for the costs of any medical treatment you may require during a Trip and assumes no liability regarding provision of medical care or lack thereof that you may receive while on the Trip. **YOU ARE RESPONSIBLE FOR RISKS ASSOCIATED WITH, AND COSTS, OF ANY AND ALL MEDICAL TREATMENTS YOU MAY REQUIRE OR RECEIVE DURING YOUR TRIP.** Traveler releases Eureka Travel from any liability relating to any such medical care, whether secured by a Service provider on behalf of Traveler, Eureka Travel, or otherwise, and agrees to be responsible for any and all expenses incurred for said medical care.

Although most travel to participating destinations is completed without incident, travel to certain areas may involve greater risk than others. Injuries and fatalities can potentially occur during and around climbing at high altitudes or on any traditional



Trip. Trips may take you to remote areas and bring you into close contact with wild animals and other hazards, natural and man made. Eureka Travel cannot be held responsible in the unlikely event that an attack should take place or you encounter any other hazard. You assume sole responsibility for your own safety at any destination traveled to. Eureka Travel does not guarantee your safety at any time, and assumes no responsibility for gathering and/or disseminating information for you relating to risks associated with your destinations. BY OFFERING OR FACILITATING TRAVEL TO CERTAIN DESTINATIONS, WE DO NOT REPRESENT OR WARRANT THAT TRAVEL TO SUCH POINTS IS ADVISABLE OR WITHOUT RISK, AND WE SHALL NOT BE LIABLE FOR DAMAGES OR LOSSES THAT MAY RESULT FROM TRAVEL TO SUCH DESTINATIONS.

**24. Disputes: Governing Law, Jurisdiction, etc.** These Terms and Conditions and the relationship between Traveler and Eureka Travel will be governed by the laws of the State of California without regard to its conflict of law provisions.

Traveler and Eureka Travel agree to submit to the personal jurisdiction of the federal and state courts located in Los Angeles County, California with respect to any legal proceedings that may arise in connection with, or relate to, a Trip, these Terms and Conditions, Eureka Travel's website or any literature or materials concerning Eureka Travel and our Trips. Traveler and Eureka Travel agree to irrevocably submit to the jurisdiction of any such court in any such action, suit or proceeding and hereby agrees not to assert, by way of motion, as a defense or otherwise, in any such action, suit or proceeding, any claim that (i) he, she or it is not subject personally to the jurisdiction of such court, (ii) the venue is improper, or (iii) this agreement or the subject matter hereof may not be enforced in or by such court.

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

**26. Assignment.** Traveler may not assign his rights or obligations hereunder without the prior written consent of Eureka Travel.

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

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

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

I acknowledge that I have read and agreed to the Terms and Conditions shown here above.



DATED

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Phone number

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Address

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Signature of the Participant

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Name Printed

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