



Terms and Conditions

Your Agreement with Vacation Vibes LLC, DBA Vacation Vibes Travel

By viewing our website or making a booking, you hereby agree to the following terms and conditions, including all brochures, service agreements, documents, correspondence, our Privacy Policy and the terms and conditions of our suppliers (collectively "Terms and Conditions") on behalf of yourself ("you", or "traveler") and all members of your traveling party (collectively, "travelers"). These terms and conditions form an agreement between you and **Vacation Vibes Travel Lincoln NE "Vacation Vibes Travel,"** "we" or "us"). Before making a booking with us, you must ensure you have read and understand these Terms and Conditions. **PLEASE BE AWARE THAT THESE TERMS AND CONDITIONS CONTAIN WAIVERS OF LIABILITY, WAIVER OF CLASS ACTION, AND VENUE SELECTION AND NOTICE CLAUSES.** By asking us to confirm your booking you are accepting all of the Terms and Conditions laid out herein and acknowledge that you have read the terms of this contract and agree with them.

You agree that:

- a) you are 18 years of age or older
- b) you have read these Terms and Conditions and have the authority to and do agree to be bound by them;
- c) you consent to our use of personal data in accordance with our **Privacy Policy** and are authorized on behalf of all persons named on the booking to disclose their personal details to us, including where applicable, special categories of data (including but not limited to information on health conditions or disabilities and dietary requirements); and
- d) you accept financial responsibility for payment of the booking on behalf of all persons (travelers) named on the booking.

1. Booking and Paying for your Arrangements

Bookings must be made in writing which can include email communications. A booking is considered confirmed once you receive a written booking confirmation via email from us. The amount you pay at the time of booking depends on the terms and conditions of the supplier. For example, hotels and rental car companies may not require a payment at the time of booking and may, instead, request payment at check-in or upon arrival at the rental car office. Other suppliers, such as hotels and airlines may request that you pre-pay for the service at the time of booking. Other suppliers require a deposit at the time of booking with a remaining balance due at a later time.

If your booking is not confirmed, we will promptly notify you and will refund you the amount paid for your booking. The amount refunded to you will be refunded to the credit or debit card used by you when making your booking.

Upon receipt of our confirmation, if you believe that any details are wrong, you must advise us within 24- hours of making your deposit as changes cannot be made later and it may harm your rights if we are not notified of any inaccuracies in any document.

If we do not receive the balance of your chosen arrangements in full and on time, we reserve the right to treat your booking as canceled by you in which case the cancellation fees set out in Section 7 below will become payable. We reserve the right to return your payment and decline to issue a confirmation at our absolute discretion.

Availability and price quotes are applicable to the date and time at which they are requested and cannot be guaranteed until payment is made.

Quotes in a foreign currency fluctuate with exchange rates and international payments may carry a foreign transaction fee.

Vacation Vibes Travel will make every effort to honor the price as originally quoted, however, under certain circumstances additional costs by a supplier or government may be imposed due to an increase in the cost for one or more of the travel components.

Flight confirmation is subject to availability and prices are subject to change after the date of deposit, including price increases in the fee for a seat assignment, fee for baggage, applicable fuel surcharges, or an increase in a government-imposed fee or tax.

Overnight shipping fees for documents shipped to you from **Vacation Vibes Travel** may be billed to you.

2. Accuracy

We endeavor to ensure that all the information and prices in communications with you on our website and in any advertising material that we publish are accurate, however, occasionally changes and errors occur, and we reserve the right to correct prices and other details in such circumstances. You must check the current price and all other details relating to the arrangements that you wish to book before your booking is confirmed.

3. Pricing

The price listed on your proposal, itinerary, or on our website is based on known costs at the date of issue of the proposal, itinerary, or posting to our website. All prices we advertise are accurate at the date published, but we reserve the right to change any of those prices from time to time. Prices may include a cost for local taxes that are estimated at the date of publication. At the time of booking confirmation, we will provide you with an authorization request or invoice reflecting the current price and particular inclusions. We reserve the right to amend the price of proposed trips that have not received a deposit or payment and at any time to correct errors in the prices of confirmed trips. For trips outside the US, the price of your travel arrangements has been calculated using current exchange rates. We also reserve the right to increase the price of confirmed trips to allow for increases which are a direct consequence of changes in:

- i. the price of the carriage of passengers resulting from the cost of fuel or other power sources.

- ii. the level of, taxes or fees applicable to the trip imposed by third parties not directly involved in the performance of the trip, including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports;
- iii. the exchange rates relevant to the package; and
- iv. cost changes which are part of our contracts with transport providers and any other suppliers.

However, after you have paid in full, travel components will not be increased except for supplemental price increases imposed by governments, and you hereby consent to any such price increases. You will be charged for any increase in accordance with this clause.

3. Reservation Information and Identification Documentation Requirements.

When making a travel reservation with **Vacation Vibes Travel** you agree to (i) provide accurate, current and complete information about yourself and those persons on whose behalf you are making a booking (hereinafter referred to as “Booking Data”); (ii) maintain and promptly update **Vacation Vibes Travel** as to any changes to the Booking Data, and any other information provided to **Vacation Vibes Travel**, in order to keep it accurate, current and complete; and (iii) accept all risk of unauthorized access to any information you provide to **Vacation Vibes Travel**, (including, but not limited to Booking Data). **Vacation Vibes Travel** may need to request documented proof of identity to make certain changes to Booking Data, such as changes to name or birth date.

Vacation Vibes Travel is not obligated to retain a record of Traveler’s account or any Booking Data or other information that you may have stored by means of your client file for your use of the Service but may decide to do so at its own discretion as business decisions may warrant. You are only authorized to create and use one account with **Vacation Vibes Travel** and the account must be in the proper legal name of yourself and the persons for whom you are reserving tickets, as you are prohibited from using alter egos or other disguised identities when using the Service. All airline tickets and other travel documents will be issued in the name(s) of the passenger(s) listed in your Booking Data and once issued may not be available for a name change.

4. Planning Fees

Our proposals often take many hours of planning, researching, and communicating with Suppliers to confirm the custom details for your trip plans. We dedicate our time to relationship building, and networking in addition to our travel experience to provide our clients with the best options for their travel needs. To compensate for our expertise, time, and efforts, we may charge a planning fee which may vary based on the type of booking, the complexity of the trip, the length of stay, number of travelers in the group, destination(s), and extent of planning requested. We will communicate the planning fee amount with you, if applicable, and require full payment upon receipt of our planning fee invoice. Our planning fees are always non-refundable, regardless of whether you choose to book with us.

5. Scope/Agency

Vacation Vibes Travel does not provide, own, manage, operate, supervise, or control the travel services and products that are or may be provided as part of your trip, such as flights, accommodations, cruises, tours and excursions, rental cars, packages, or travel insurance (the “Travel Products”). All Travel Products are owned, controlled, operated, or made available by vetted, independent third parties, such as destination management companies, airlines, hotels, cruise lines, and tour operators (the “Supplier(s)”). The Suppliers are solely responsible for the Travel Products as well as all benefits, perks, or amenities, including without limitation, resort credits, on-board credits, free specialty dining, spa

credits, in-room amenities, etc. The Supplier's terms, conditions and privacy policies apply to your booking so by booking with us you agree to and understand all Supplier's terms and conditions and privacy policies. Your interaction with any Supplier is at your own risk; **Vacation Vibes Travel** does not bear any responsibility should anything go wrong with your booking or during your travel. AS THE TRAVELER YOU AGREE THAT **Vacation Vibes Travel** ACTS ONLY AS AGENT FOR THE TRAVELER IN ACQUIRING TRANSPORTATION, HOTEL ACCOMMODATIONS, CRUISES, SIGHTSEEING AND OTHER TRAVEL PRODUCTS, PRIVILEGES OR SERVICES FOR THE TRAVELER'S BENEFIT, AND ON THE EXPRESS CONDITION THAT **Vacation Vibes Travel** SHALL NOT BE RESPONSIBLE FOR ANY ACT, OMISSION, NEGLIGENCE, BANKRUPTCY, INSOLVENCY OR DEFAULT OF ANY SUPPLIER, COMPANY OR PERSON ENGAGED IN OR RESPONSIBLE FOR ANY TRAVEL PRODUCTS, OR OTHERWISE IN CONNECTION THEREWITH. TRAVELER FURTHER AGREES THAT **Vacation Vibes Travel** SHALL NOT BE LIABLE FOR ANY INJURY TO PERSON OR PROPERTY, OR ANY OTHER LIABILITY WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, LIABILITY FOR ANY DIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, DIRECT, OR INCIDENTAL DAMAGES IN CONNECTION WITH THE TRAVEL PRODUCTS OR SERVICES BOOKED WITH ANY SUPPLIER THROUGH AGENCY NAME. **Vacation Vibes Travel** SHALL NOT BE LIABLE FOR ANY ACT, ERROR, OMISSION, INJURY, LOSS, ACCIDENT, OR DELAY WHICH MAY OCCUR DUE TO THE FAULT, WILLFUL ACTS OR OMISSIONS, NEGLIGENCE OR OTHERWISE OF ANY SUPPLIER AND/OR ITS RESPECTIVE EMPLOYEES, CONTRACTORS, MANAGERS, OWNERS, AGENTS, OR OPERATORS.

6. Air Reservations

Your contract for airfare is with the carrier and is subject to its terms. We are not liable for any change fees, baggage fees, cancellation fees or other additional costs (including, but not limited to seat assignment fees, etc.) you incur with your air carrier. Airlines regularly update the non-stop flights that they offer and as a result, **Vacation Vibes Travel's** route network may also change without prior notice given to you. You authorize **Vacation Vibes Travel** to accept minor airline changes to your flight itineraries on your behalf and on behalf of those traveling with you without additional consent from you so long as the proposed change is no more than a two-hour change and allows for a reasonable connection time. **Vacation Vibes Travel** is not responsible for losses due to canceled flights, seats, or changed flight Itineraries. Suppliers retain the right to adjust flight times and schedules at any time; schedule changes can result in an Itinerary that falls outside of the desired travel window or may result in a non-stop Itinerary being changed to a connecting Itinerary with the same origin and destination airports. You cannot cancel your reservation without penalty due to a change of schedule, aircraft type or operating carrier, unless the airline's policies permit penalty-free cancellations under such circumstances. If an airline cancels or delays a flight, you should work with the airline to ensure you arrive at your destination. **Vacation Vibes Travel** will not provide any refund of costs incurred by you, in part or full, due to missed, canceled or delayed flights, or other flight irregularities including, without limitation, denied boarding whether you are responsible for such denial. Airline flights may be overbooked. A person denied boarding on a flight may be entitled to a compensatory payment or other benefits from the airline. The rules for denied boarding are available at all ticket counters and within the airline's Contract of Carriage.

7. Air Check-Ins, Delays, Missed Flights, Identity of the Carriers and Denial of Boarding

Due to enhanced security, it is strongly recommended that you check in a minimum of 2-hours prior to scheduled departure for domestic flights and 3-hours prior to scheduled departure time for international flights. Reconfirm flight times at least 24-hours prior to scheduled departure time for domestic flights, and 72-hours prior for international flights. Failure to use a reservation may result in automatic cancellation of all continuing and return flights, as well as forfeiture of airfares. If you or any member of your party miss your flight or other transport arrangement, it is canceled, or you are subject to a delay of

over 3-hours for any reason, please contact us and the airline or other transport supplier concerned immediately.

Under European Union (EU) law, for flights by EU airlines, or for flights by other airlines departing from a point in the EU, you have rights in some circumstances to refunds and/or compensation from the airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicized at EU airports and will also be available from airlines. Reimbursement in such cases is the responsibility of the airline and will not automatically entitle you to a refund of your trip price from us. A delay or cancellation to your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight.

The carrier(s), flight timings and types of aircraft shown in this brochure or on our website and detailed on your confirmation invoice are for guidance only and are subject to alteration and confirmation. If the name of the carrier(s) does not appear on your confirmation invoice or if a carrier is replaced, we will inform you of the identity of the actual carrier(s) as soon as we become aware of it. The latest flight timings will be shown on your tickets which will be sent to you approximately two weeks before departure. You should check your tickets very carefully immediately on receipt to ensure you have the correct flight times. If flight times change after tickets have been sent, we will contact you as soon as we can to let you know.

Vacation Vibes Travel DOES NOT ACCEPT ANY RESPONSIBILITY IF YOU ARE DENIED BOARDING ON AN AIRCRAFT OR ENTRY INTO A SECURE SECTION OF AN AIRPORT DUE TO THE FAILURE ON YOUR PART TO CARRY OR OBTAIN THE CORRECT DOCUMENTATION OR IDENTIFICATION OR FOR ANY OTHER REASON.

8.. Cutting Your Trip Short

If you cut short your trip and return home early, we will not offer you any refund for that part of your trip not completed or be liable for any associated costs you may incur. Depending on the circumstances, your travel insurance may offer coverage for curtailment.

9. No Refund for Unused Arrangements As Vacation Vibes 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 the trip is in progress, there is no refund for the unused portion.

10. Changes Requested by You

If you wish to change any part of your booked arrangements after our confirmation invoice has been issued, you must inform us in writing as soon as possible. This should be done by the first named person ("lead guest") on the booking. While we will do our best to assist, we cannot guarantee that we will be able to meet your requested change. Some Suppliers consider changes to be canceled services and, additional cancellation penalties may apply as set out in Section 7. **Where we can meet a request, all changes will be subject to payment of an administration fee of \$100 per person per change as well as any applicable rate changes or extra costs incurred as well as any costs incurred by ourselves, and any costs or charges incurred or imposed by any of our suppliers.** You should be aware that these costs could increase the closer to the departure date that changes are made, and you should contact us as soon as possible. You should also be aware that if your booking is a group booking that receives a special group rate you may lose the group rate if the group falls below the group minimum should members of your group decide to cancel. Where we are unable to assist you and you do not wish to proceed with the original booking, we will treat this as a cancellation by you, in which case the cancellation charges set out in Section 7 below will become payable.

9. Transfer of Booking: If you or any member of your party is prevented from traveling, that person(s) may transfer their place to someone else, subject to the following conditions:

- i. the supplier allows for bookings to be transferred;
- ii. that person is introduced by you;
- iii. we are notified not less than 91-days before departure;
- iv. you pay any outstanding balance payment, and an amendment fee of \$100 per person transferring, and any additional fees, charges or other costs arising from the transfer; and the transferee agrees to these booking conditions and all other terms of the contract between us.

You and the transferee remain jointly and severally liable for payment of all sums. If you are unable to find a replacement, cancellation charges as set out in Section 7 will apply to cover our estimated costs. Otherwise, no refunds will be given for passengers not traveling or for unused services. Your initial deposit is non-refundable.

11. Payments and Cancellation

Final payment is due prior to departure according to each supplier's (airline, hotel, cruise line, travel insurance company, transfer company, sightseeing operators, and other travel service vendors) terms and conditions involved in your travel booking. If final and full payment is not received by the applicable due date, reservations are subject to cancellation and any deposits shall be forfeited. In some cases, there is NO REFUND once a booking is made and paid for. Your right to a refund if you change or cancel your travel plans is limited. All cancellation requests must be sent to us in writing and is effective from the date we receive the written notification. As a result of cancellation, **Vacation Vibes Travel may charge \$300 per person, or more cancellation fee.** Likewise, third-party supplier's cancellation penalties will apply, which are detailed in your travel documentation, this website, and each of the supplier's website. 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 responsible for this refund, not **Vacation Vibes Travel**. Suppliers may choose to provide a travel voucher or credit in lieu of refund. Cancellation penalties are provided at time of booking and upon confirmation. We are not responsible under any circumstances for a Supplier's failure to pay a refund, or for Supplier bankruptcy or insolvency. If you have any questions, or any penalties are unclear, please contact your **Vacation Vibes Travel**. All cancellation fees will be charged to the credit card you authorized to pay for travel services or deducted from the supplier's refund.

If the reason for cancellation is covered under the terms of your travel protection you may be able to reclaim these charges, for this reason we strongly encourage the purchase of a travel protection plan including additional cancel for any reason coverage.

12. Credit Card Bookings & Chargebacks

For payment processing with Suppliers, travelers must provide to us a click (checkbox) or signed authorization for every transaction for your trip. Your authorization is an agreement to use to charge your card and an acknowledgment and agreement to these Terms and Conditions including the cancellation terms. As such, you agree not to make any improper chargebacks.

In certain cases, you *can* dispute charges with credit card companies ("chargebacks"). Before initiating a chargeback related to any supplier of service, you agree to first attempt to resolve directly any disputed

transaction fees with us. All concerns must be addressed directly with the Supplier and/or your travel advisor at the time of service to allow a reasonable opportunity to resolve the issue. **Vacation Vibes Travel** retains the right to dispute any chargeback that is improper and recover any costs, including attorneys' fees related to improper chargebacks. Additionally, in the event of an improper chargeback, we retain the right 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 any such chargeback claims:

- 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 dissatisfaction with a supplier's performance, including but not limited to: inconsistency or inaccuracy with product descriptions, maintenance issues, quality of service, or dissatisfaction with accommodations, amenities, or other elements of the travel experience. 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 **Vacation Vibes Travel** or the Supplier.
- Chargebacks resulting because you do not agree with the cancellation policy.

You further agree to indemnify, hold harmless and defend **Vacation Vibes Travel** against airline debit memos for credit card chargebacks arising out of: (a) your complaints regarding any airline service or (b) unauthorized charges by members of your family or former employees of your company. By using our services to make a reservation, you accept and agree to our cancellation policy.

13. Changes and Cancellation by the Vacation Vibes Travel and/or Supplier

As we plan your trip arrangements many months in advance, we may occasionally have to make changes or cancel your booking and we reserve the right to do so at any time.

Changes: If we make an insignificant change to your trip, we will make reasonable efforts to inform you as soon as reasonably possible if there is time before your departure, but we will have no liability to you. Examples of insignificant changes include alteration of your outward/return flights by less than three (3) hours for domestic flights and six (6) hours for international flight changes to aircraft type, change of accommodation to another of the same or higher standard, or changes of carriers. Please note that carriers such as airlines used in our advertising material may be subject to change. Occasionally we may have to make a significant change to your confirmed arrangements. Examples of "significant changes" include the following, when made before departure:

- A change of accommodation area for the whole or a significant part of your time away.
- A change of accommodation to that of a lower standard or classification for the whole or a significant part of your time away
- A change of outward departure time or overall length of your arrangements by more than twelve hours.
- A significant change to your itinerary, missing out on one or more destinations entirely.
- A change of departure airport except between airports in the same metro area.

Cancellation: We may need to cancel your travel arrangements any time before your departure date for any reason including a Supplier's decision to cancel, a force majeure event (as defined in Section 9), failure by you to pay the final balance or if the minimum number of clients required for a particular travel arrangement is not reached. If we must make a significant change or cancel, we will tell you as

soon as possible and if there is time to do so before departure, and we will also liaise between you and the Supplier in relation to the alternative arrangements offered by the Supplier and we will offer you the choice of:

1. (for significant changes) accepting the changed arrangements;
2. having a refund of all monies paid; or
3. accepting an offer of alternative travel arrangements of comparable standard from us, if available (we will refund any price difference if the alternative is of a lower value).

But we will have no further liability to you.

You must notify us of your choice within 24-hours of the offer. If we do not hear from you within 24-hours, we will assume that you accept the offer. In certain circumstances, time is of the essence, so if you do not respond in a timely manner the offer could expire.

If we become unable to provide a significant proportion of the services that you have booked with us after you have departed, we will, if possible, make alternative arrangements for you at no extra charge and where those alternative arrangements are of a lower standard, provide you with an appropriate price reduction.

14. Force Majeure

Vacation Vibes Travel assumes no liability for any loss, damage, delay, or cancellation resulting in whole or in part from an Act of God or any other force majeure condition, including, without limitation, fire, volcanic eruption, hurricane, environmental pollution or contamination, inclement weather, earthquake, low or high water levels, flood, water or power shortages or failures, tropical storms or hurricanes, riots or civil commissions or disturbances, and any other acts of similar nature, sabotage, arrests, strikes, or labor disruptions, restraint of rules or peoples, expropriations, acts of terrorism, war, insurrection, quarantine restrictions, government advisories, epidemics, pandemics, or warnings or alerts of any kind of nature, government seizures, refusal or cancellation or suspension or delay of any government authority or any license, permit or authorization, damages to its facilities or the Supplier and its facilities, or any other unforeseen circumstances or any other factors unforeseen by **Vacation Vibes Travel** that impacts negatively on, or hampers, its ability to fulfill any of its contractual conditions. In the 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, we will refund these to you without any charge by **Vacation Vibes Travel**. **Vacation Vibes Travel** shall not be deemed to be in breach of these Terms and Conditions or otherwise be liable to you, by reason of delay in performance, or by non-performance, of any of its obligations hereunder to the extent that any such delay or non-performance is due to any Force Majeure.

If **Vacation Vibes Travel**, and/or any of its travel suppliers, are affected by Force Majeure, they shall be entitled to, and may in their sole and absolute discretion, vary or cancel any itinerary or arrangement in relation to your trip. **Vacation Vibes Travel** shall be entitled to deduct from any refund recoverable the reasonable actual and potential costs to **Vacation Vibes Travel** of the Force Majeure and applicable cancellation fees.

15. Special Requests

Any special requests must be advised to us at the time of booking. You should then confirm your requests in writing. While every effort will be made by us to try and arrange your reasonable special requests, we cannot guarantee that they will be fulfilled. The fact that a special request has been noted

on your confirmation invoice or any other documentation or that it has been passed on to the supplier is not confirmation that the request will be met. Failure to meet any special request will not be a breach of contract on our part unless the request has been specifically confirmed. We do not accept bookings that are conditional upon any special request being met.

16. Health, Pre-existing Medical Conditions, & Persons with Disabilities

It is essential that you advise us before booking if you or anyone traveling with you have any disability or pre-existing condition which may affect your travel plans, or if you have any special requirements as a result of any disability or medical condition (including any which may affect the booking process) so that we may assist you in considering the suitability of the arrangements and/or in making the booking. We will take reasonable measures to cater for any special requirements a disabled traveler may have. We may require you to produce a doctor's certificate certifying that you are fit to participate in the trip. If we are unable to properly accommodate the needs of the person(s) concerned, we will not confirm your booking or if you did not give us full details at the time of booking, we may cancel it and impose applicable cancellation charges when we become aware of these details.

Vacation Vibes Travel will communicate requests to Suppliers but cannot be responsible if certain accommodations are not available. Any accommodations provided will be at the sole expense of the traveler requiring the accommodation. Travelers with disabilities must notify **Vacation Vibes Travel** at the time of booking of status and of the identity of their non-discounted, paid travel companion who will be responsible for providing all necessary assistance.

Please note that accommodations outside of the United States may not be in compliance with the Americans with Disabilities Act ("ADA") and wheelchair accessibility may not be available. A qualified and physically able companion must accompany travelers with disabilities who need assistance. Motorized scooters may be unsuitable for many trips. Transportation services, including many tour motor coaches, may not be equipped with wheelchair ramps. Hotels may have accessible rooms. We do not, however, guarantee that all hotel facilities are accessible for travelers with disabilities. It is imperative that you communicate exact needs before making a reservation; including but not limited to bed height, stools, bars, ramps, water devices, oxygen, sleep machines, distilled water, and more. **Vacation Vibes Travel** will work with hotels to source a vendor. **Vacation Vibes Travel** cannot be held liable for vendors equipment, or their failure to deliver.

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, travel product, or service due to pregnancy, **Vacation Vibes Travel** shall not be liable for any losses, expenses, or refunds resulting from such loss in access for you or anyone you travel with.

17. Client Communication and Contract Termination

Our primary goal is to make your travel planning experience seamless, memorable, and pleasant. We understand that every trip is unique, and we pledge our dedication to making your experience the best it can be. However, while we strive to offer excellence in all areas of our services, there are instances where factors beyond our control might affect the planning experience. In such events, our team will do its utmost to rectify any challenges and ensure a satisfactory resolution.

Communication:

We believe in open, respectful, and transparent communication with all our clients. It's essential for both the client and our team to maintain a cordial relationship built on mutual respect.

Unreasonable Demands:

While we always strive to accommodate the wishes and requirements of our clients, there may be times when certain requests cannot be met due to logistical, safety, legal, or other constraints. We ask for understanding and cooperation in these instances.

Abusive Communication:

Vacation Vibes Travel maintains a zero-tolerance policy towards abusive, derogatory, or disrespectful communication. This includes but is not limited to verbal, written, or physical forms of abuse. Every individual, be it our staff or our esteemed clients, deserves to be treated with respect.

Contract Termination:

In the event of repeated unreasonable demands or any form of abusive communication, **Vacation Vibes Travel** reserves the right to issue a warning to the client. Should the behavior persist post the warning, we reserve the right to terminate the contract without any further obligations. Upon termination due to the reasons mentioned above, any deposit or payments made will be subjected to our standard cancellation and refund policy, which may include forfeiture of part or all of the amount.

Right to Refuse Service:

We reserve the right to refuse service to anyone if the interaction becomes counterproductive to the mutual respect and professionalism required for successful collaboration. This applies to all travel planning services offered by **Vacation Vibes Travel** including but not limited to destination weddings, group travel, and leisure vacations. We truly hope that such situations never arise, and our commitment remains towards ensuring that your travel experience is as rewarding and stress-free as possible. Your understanding and adherence to this policy will enable us to provide you with the excellent service that **Vacation Vibes Travel** is renowned for.

18. Accommodations

"Accommodations" are defined as lodgings in a dwelling or similar living quarters afforded to passengers including, but not limited to, hotels, condos, vacation rentals, staterooms in cruise ships, motels, time shares, campgrounds, and resorts. The number of stars attributed to the hotels and other providers of accommodations quoted by **Vacation Vibes Travel** corresponds to a classification established as a point of reference in accordance with local standards in the host country. Please be advised that accommodations and the "star" designations may vary from country to country. **Vacation Vibes Travel** makes no guarantee about the suitability or availability of accommodations, and if the accommodations sought are unavailable, we will do our best to reserve comparable accommodations, if possible. However, you would bear any additional costs for upgrading the room or property. We reserve the right, for technical reasons, in cases of force majeure or actions by third parties, to replace the planned hotel with accommodation of the same category offering equivalent services.

Please note that bookings made through **Vacation Vibes Travel** may not be eligible for hotel loyalty points, elite status benefits, or amenities typically offered through direct bookings with hotel chains (such as Marriott, Hilton, Hyatt, etc.). These benefits are subject to the individual policies of each hotel or brand and are not guaranteed when booking through a third party or travel advisor.

Room classifications and amenities 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. We do our best to keep you informed, but **Vacation Vibes Travel** makes no guarantee that its descriptions and photographs are an exact representation of the particular rooms offered. Special requests, such as bedding preferences and room location can be communicated to the hotel prior to your arrival, but these requests are up to the hotel to honor. **Vacation Vibes Travel** is in no way responsible for granting or confirming special requests like this.

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

Pregnant women - **Vacation Vibes Travel** advises pregnant women to consult their doctor before making any reservation, in order to confirm that it is appropriate for them to participate in the trip. You agree that **Vacation Vibes 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 payable under such circumstances.

Wedding Groups: **Vacation Vibes Travel** cannot be held responsible for the decisions of the couple should they choose to cancel or reschedule their wedding group. If the couple cancels or reschedules their wedding event, all rooms booked will be subject to the terms of the cancellation or reschedule. These changes may include, but are not limited to, changes to travel dates, room category availability, rate increases, cancellation policies, and payment deadlines. Changes to the group made by the couple do not change the Refund Policy. To protect your travel investment, we highly recommend purchasing an insurance policy.

19. Hotel Check-In

Upon check-in, the holder of the reservation must provide a valid identification and cash deposit, credit or debit card, as determined by the hotel at the hotel's sole discretion, in his or her name (the amount of available credit required will vary by hotel). Depending on the hotel's policy, debit cards or cash may not be accepted for this purpose. Such deposit is unrelated to any payment received by **Vacation Vibes Travel**.

Hotel accommodation for more than two adults is not guaranteed, as certain hotels do not allow additional guests. If the hotel at which you made a reservation does allow additional guests, there may be added charges. Such added charges vary and will be payable directly to the hotel, not **Vacation Vibes Travel**.

In the event you are delayed on your date of check-in or find that you cannot check-in to your hotel on the date you requested, you must notify your travel advisor or the hotel promptly of your travel changes. Depending on the applicable hotel's terms and conditions, if you do not check-in to your hotel on the day of your reservation and also do not alert the hotel, the hotel may cancel the remaining portion of your reservation and may not provide you with a refund.

20. Rental Car Service Restrictions

Vehicle rentals available through the Website are subject to the applicable car rental company's standard rental contract. When you pick up your vehicle, you will be required to complete such contract. If you would like to review the terms of such agreement, please contact the applicable Travel Service Provider directly. **Vacation Vibes Travel** is not a party to such agreement.

For a reservation made for a retail price disclosed rental car, please be advised that **Vacation Vibes Travel** is not the merchant of record and does not charge your credit card. Rather your credit card will be used to guarantee the reservation, and you will be provided with information regarding the estimated amount due to the rental car company upon pick-up of the vehicle. The actual price owed to the rental car company may vary depending on special requests you make and additional items you may choose to purchase at the time of pick-up. The rental car company may also charge different pricing if you deviate from the schedule you reserve (for example: if you pick up or drop off the car late). Upon pick-up of the rental car, the driver will be required to present a valid driver's license and a valid credit card in the driver's name. Specific cars, makes and models are not guaranteed and listed car makes and models are for example only. As a result, your reservation requests are not guaranteed by us or the rental car company. Please note **Vacation Vibes Travel** is not the vendor collecting and remitting taxes to the applicable taxing authorities. **Vacation Vibes Travel's** rental car suppliers, as vendors, bill all applicable taxes to **Vacation Vibes Travel** and the **Vacation Vibes Travel** pays over such amounts directly to the vendors. **Vacation Vibes Travel** is not a co-vendor associated with the vendor through whom we book or reserve travel arrangements and itineraries for travelers. The reality of taxation, the appropriate tax rate and the type of applicable taxes vary significantly by location.

21. Destinations & Passport, Health, Visa and Immigration Requirements

Travel to certain destinations may involve greater risk than others. **Vacation Vibes Travel** urges travelers to remain informed on a daily basis as to current news, as well as to review travel prohibitions, warnings, announcements, and advisories issued by the United States Government prior to booking travel to international destinations. Information on conditions in various countries and the level of risk associated with travel to a particular international destination can be found at <http://www.state.gov> and <http://cdc.org>. In addition, you should consult with government websites to ensure that you are in compliance with all requirements for admittance into that country, as well as understanding local laws that govern travel within a country, such as medical tests and tracking. **It is your responsibility to check and fulfill the passport, visa, health and immigration requirements applicable to your itinerary.** We can only provide general information about this. You must check requirements for your own specific circumstances with the relevant Embassies and/or Consulates and your own doctor as applicable. Requirements do change, and you must check the up-to-date position in good time before departure.

It is the responsibility of each traveler to obtain and carry a valid passport, visa(s), inoculations, and all other documents required by applicable government regulations. For up-to-date requirements US citizens should visit www.travel.state.gov. When travelling domestically within the USA or internationally, the U.S. Transportation Security Administration (TSA) and U.S. Department of Homeland Security (DHS) advise that everyone carry at least two forms of acceptable identification in order to board a flight, found here: <http://www.tsa.gov/traveler-information/acceptable-ids>. Air travelers with identification that does not meet the REAL ID Act requirements will have to use alternative forms of ID (passport, military ID, or permanent resident card) to pass through TSA security check-points- even for domestic travel. Visas are required when they apply. You can find out if your international destination requires a visa at: <https://www.usa.gov/visas-citizens-traveling-abroad.Travelers> voluntarily assume full

and sole responsibility for any and all risks and/or costs involved with failure to report errors and/or omissions to documentation. **Vacation Vibes Travel** strongly recommends that you take into account that certain countries will not admit a passenger if their passport expires within six (6) months of the date of entry. Non-US citizens may require additional documentation. Children and infants also require all such travel documents. Minors traveling with one parent, and/or without both parents, may be stopped and not admitted, unless authenticated and verified consent forms are provided to the authorities. Please visit www.travel.state.gov or <https://www.dhs.gov/real-id> for the most updated requirements for travel documentation.

Certain countries restrict travelers with criminal convictions, even if expunged. Please inform us prior to booking with us if this applies to you and seek separate legal counsel to confirm your ability to travel to your desired destination. If you are denied access to a country or a Supplier due to a conviction or criminal record, **Vacation Vibes Travel** shall not be liable for any losses, expenses, or refunds to you, or anyone in your group.

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

You acknowledge any failure to strictly comply with these requirements may result in denied boarding or an undue delay at an airport security checkpoint causing traveler to miss flight(s), and subsequent scheduled travel bookings. **Vacation Vibes Travel** bears no responsibility for advising and/or obtaining required travel documentation for you, or for any delays, damages, and/or losses including missed portions of your travel plans related to improper documentation or government decisions about entry.

22. Hazardous Materials

USA federal law prohibits passengers from bringing hazardous materials on the aircraft. (1) USA federal law forbids the carriage of hazardous materials aboard aircraft in the passenger's luggage or on the passenger's person. A violation can result in five years' imprisonment and penalties of \$250,000 or more (49 U.S.C. 5124). Hazardous materials include explosives, compressed gasses, flammable liquids and solids, oxidizers, poisons, corrosives and radio- active materials. Examples: Paints, lighter fluid, fireworks, tear gasses, oxygen bottles, and radiopharmaceuticals. (2) There are special exceptions for small quantities (up to 70 ounces total) of medicinal and toilet articles carried in the passenger's luggage and certain smoking materials carried on the passenger's person. For further information, each passenger should contact the relevant airline representative(s) on their itinerary. Restrictions on hazardous materials are listed here:

<http://www.tsa.gov/traveler-information/prohibited-items>
& http://www.faa.gov/about/initiatives/hazmat_safety/

23. Insecticide Notice

All passengers are referred to always check the list of countries that require airlines to treat the passenger cabin with insecticides prior to the flight or while on the aircraft on the DOT's website, as this

list is updated from time to time: <http://www.dot.gov/office-policy/aviation-policy/aircraft-disinsection-requirements>

24. Cooperation with Law Enforcement

We reserve the right to fully cooperate with any law enforcement authorities or court order requesting disclosure of the identity of anyone posting any e-mail messages, or publishing or otherwise making available any materials that are believed to violate these Terms and Conditions. BY ACCEPTING THIS AGREEMENT, YOU WAIVE AND HOLD HARMLESS **Vacation Vibes Travel** FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY **Vacation Vibes Travel** DURING OR AS A RESULT OF ITS INVESTIGATIONS AND/OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER **Vacation Vibes Travel** OR LAW ENFORCEMENT AUTHORITIES.

25. Complaints

We make every effort to ensure that your arrangements run smoothly, but if you do have a problem during your trip, please inform the relevant supplier immediately, who will endeavor to solve the problem. If your complaint is not resolved locally, please contact your travel advisor, or the agency number 402-475-2157. If the problem cannot be resolved and you wish to complain further, you must send formal written notice of your complaint to us by email Jaime@VacationVibesTravel.com AND Info@VacationVibesTravel.com within 28 days of the end of your trip, giving your booking reference and all other relevant information. Please keep your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you. Failure to follow the procedure set out in this clause may affect ours and the applicable supplier's ability to investigate your complaint.

26. Non-Disparagement

Vacation Vibes Travel encourages our clients to provide us feedback on our services along with our suppliers' services. Clients accepting these Terms and Conditions and our services agree that they will not disparage the company or any of its agents, officers, directors, or employees. For purposes of this Section 14, "disparage" shall mean any negative statement, review, report or ranking, whether written or oral, about **Vacation Vibes Travel** and its companies, employees, officers, directors. Such actions as stated are in breach of this non-disparagement agreement and entitles **Vacation Vibes Travel** to seek compensation for damages in the amount of \$50,000 per instance.

27. California and Illinois Residents Only

Upon cancellation of any 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 **Vacation Vibes Travel** for services not provided will be promptly paid to the Traveler. In California and Illinois, this provision does not apply where the **Vacation Vibes Travel** has remitted the payment to another Supplier, without obtaining a refund, and where the Supplier defaults in providing the agreed-upon transportation or service. In this situation, **Vacation Vibes Travel** must provide the Traveler with a written statement accompanied by bank records establishing the disbursement of the payment to Supplier.

28. Seller of Travel Registration Information

States in which **Vacation Vibes Travel** is required to and does hold a license to sell travel services are:

- a. California: CST #2145367-70. This Seller of Travel is not a participant in the California Travel Consumer Restitution Fund. Registration as a seller of travel does not constitute approval by the State of California.
- b. Florida: SOT #ST44250

29. Privacy Policy

At all times your information will be treated in accordance with **Vacation Vibes Travel's** Privacy Policy, which is incorporated by reference into this Agreement and can be viewed at <https://vacationvibestravel.com/>

30. Copyright Notice

The content of the website <https://vacationvibestravel.com/> or other sites owned and operated by **Vacation Vibes Travel**, includes without limitation, copyrighted materials, trademarks and other proprietary information, text, software, photos, video, audiovisual recordings, graphics, music and sound. The entire contents of the website <https://vacationvibestravel.com/> or other sites owned and operated by **Vacation Vibes Travel** are copyrighted as a collective work under the United States copyright laws and/or similar laws of other jurisdictions. **Vacation Vibes Travel** owns a copyright in the selection, coordination, arrangement and enhancement of such content, as well as in the content original to **Vacation Vibes Travel**. Third-party content providers own the copyright in content that is original to them.

31. Non-Responsibility. **Vacation Vibes Travel**, its employees, managers, members, affiliates, agents, and representatives ("Representatives") use third party Suppliers to arrange tours, transportation, sightseeing, lodging, and all other services related to your travel plans. **Vacation Vibes Travel** is an independent contractor and is not an employee, agent, or representative of any of these Suppliers. **Vacation Vibes Travel** does not own, manage, operate, supervise travel plans. All Suppliers are independent contractors and are not agents or employees or representatives of **Vacation Vibes Travel**. All tickets, receipts, coupons, and vouchers are issued subject to the terms and conditions specified by each Supplier, and by accepting the coupons, vouchers, and tickets, or utilizing the services, all travelers agree that neither **Vacation Vibes Travel**, nor its Representatives are or may be liable for any loss, injury, or damage to any traveler or their belongings, or otherwise, in connection with any service supplied or not supplied resulting directly or indirectly from any occurrence beyond the control of **Vacation Vibes Travel** or its Representatives. **Vacation Vibes Travel** and its Representatives assume no responsibility or liability for any delay, change in schedule, loss, injury or damage or loss of any traveler that may result from any act or omission on the part of others; **Vacation Vibes Travel** and its Representatives assume no responsibility or liability for personal property; and **Vacation Vibes Travel** and its Representatives shall be relieved of any obligations under these Terms and Conditions in the event of any strike, labor dispute, act of God, or of government, fire, war, whether declared or not, terrorism, insurrection, riot, theft, pilferage, epidemic, pandemic, illness, physical injury, quarantine, medical or customs or immigration regulation, delay, or cancellation. **Vacation Vibes Travel** and its Representatives accept no responsibility for lost or stolen items. **Vacation Vibes Travel** and its Representatives reserve the right to refuse any traveler or potential traveler at its sole discretion.

Traveler understands and agrees that **Vacation Vibes Travel** shall only be subject to limited recovery in the amount of commissions and/or fees **Vacation Vibes Travel** earned and received from traveler's booking and nothing more.

32. Assumption of Risk/Waiver. Traveler is aware that travel to some areas as traveler is undertaking may involve inherent risks, some in more remote areas of the world. Inherent risks include, but are not limited to, risk of injury or death from: motor vehicles collisions, animals, 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; exposure to inherent risks in riding on theme park attractions, your own negligence and/or the negligence of others, including tour guides, other travelers; attack by or encounter with insects, reptiles, and/or animals; accidents or illness occurring in remote places where there are no available medical services; fatigue, chill, overheating, and/or dizziness, known or unknown medical conditions, physical excursion for which you are not prepared or other such accidents; the negligence or lack of adequate training of any third-party providers who seek to assist with medical or other help either before or after injuries have occurred; accident or illness without access to means of rapid evacuation or availability of medical supplies or services; and the adequacy of medical attention once provided.

Traveler understands the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death. In order to partake of the enjoyment and excitement of booked travel, traveler is willing to accept the risks and uncertainty involved as being an integral part of travel, including the risk of infection, illness, and death. TRAVELER HEREBY ACCEPTS AND ASSUMES FULL RESPONSIBILITY FOR ANY AND ALL RISKS OF ILLNESS, INJURY OR DEATH AND OF THE NEGLIGENCE OF **Vacation Vibes Travel** AND AGREES TO AND SHALL HOLD HARMLESS AND FULLY RELEASE **Vacation Vibes Travel**, AND ITS REPRESENTATIVES FROM ANY AND ALL CLAIMS ASSOCIATED WITH YOUR TRAVEL, INCLUDING ANY CLAIMS OF THIRD PARTY NEGLIGENCE AND/OR THE NEGLIGENCE OF **Vacation Vibes Travel** AND/OR ITS REPRESENTATIVES, AND TRAVELER HEREBY COVENANTS NOT TO SUE **Vacation Vibes Travel** AND/OR ITS REPRESENTATIVES FOR ANY SUCH CLAIMS OR JOIN ANY LAWSUIT OR ACTION THAT IS SUING **Vacation Vibes 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 AGREED UPON TERMS AND CONDITIONS, WHETHER BY OPERATION OF LAW OR OTHERWISE.

33. Indemnification. Traveler agrees to and shall indemnify and hold harmless **Vacation Vibes Travel** and its Representatives from any expenses, losses, liabilities, damages, judgments, settlements and costs (collectively, "damages") involved with or incurred by **Vacation Vibes 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) traveler's breach or violation, or threatened breach or violation, of this Contract and (ii) any damage caused by traveler while participating in any tour or travel.

34 No Warranties.

THE CONTENT, CODE, ACCESS, AND OTHER FEATURES OF THIS WEBSITE ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF ACCURACY, RELIABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE DO NOT WARRANT THAT ANY SUCH FEATURES WILL OPERATE UNINTERRUPTED OR IN AN ERROR-FREE FASHION, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS SITE OR THE SERVER ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. APPLICABLE LAW MAY NOT ALLOW EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

35.. Class Action Waiver & Limitation of Damages

YOU AGREE THAT YOU WILL ONLY BRING CLAIMS AGAINST Vacation Vibes Travel IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING. Vacation Vibes Travel SHALL NOT IN ANY CASE BE LIABLE FOR OTHER THAN COMPENSATORY DAMAGES, AND YOUR PAYMENT OF A DEPOSIT ON TRAVEL, A TRIP OR A TOUR MEANS THAT YOU AGREE TO THESE CONDITIONS OF SALE AND EXPRESSLY WAIVE ANY RIGHT TO PUNITIVE DAMAGES. YOU FURTHER AGREE THAT ANY RECOVERY YOU DO RECEIVE SHALL BE SOLELY LIMITED TO THE AMOUNT Vacation Vibes Travel EARNED IN COMMISSION AND/OR FEES FROM YOUR BOOKING.

36. Jury Waiver & Notice of Claim or 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 **Vacation Vibes Travel** UNLESS YOU HAVE FIRST PROVIDED A TYPEWRITTEN NOTICE OF CLAIM TO **Vacation Vibes Travel** AT EMAIL WITHIN 30 DAYS AFTER THE TOUR OR TRAVEL BOOKED WITH **Vacation Vibes Travel** OR CANCELLATION OF THE TOUR OR TRAVEL BOOKING.

37. Changes to These Terms

We reserve the right, in our sole discretion, to change these Terms at any time. Updated versions of the Terms will be posted here on this website and are effective immediately on posting. Please check frequently, especially before you use this website, to see if these Terms changed. Use of the website after any changes to the Terms constitutes your consent to the changes.

38. Governing Law & Jurisdiction

This Agreement will be interpreted according to the laws of the **NEBRASKA** in the United States. You agree to make good faith attempts to resolve any disputes that may arise from this agreement first through various forms of alternative dispute resolution, including, but not limited to, amicable negotiations, mediation, or arbitration in **NEBRASKA**. If the good faith efforts of alternative resolution fail, jurisdiction over any dispute arising out of, in connection with, or relating to this Agreement and/or the transactions and relationships among the parties contemplated by this Agreement shall be filed exclusively in federal or state court in **LANCASTER COUNTY, NEBRASKA**. You agree to personal jurisdiction in the specified forum. In the event any action or proceeding is initiated by me in a court outside of **LANCASTER COUNT, NEBRASKA**, you agree to pay our costs and reasonable attorney fees associated with defending such action or proceeding.

39. Electronic Communications. You have a committed team by your side every step of the way. From check-in to check-out, you will have direct access to the **Vacation Vibes Travel** for us to handle anything you may need assistance with remotely while you are traveling. You can expect us to check in with you via email and/ or text message before, during, and after your travel or tour to ensure everything runs smoothly. You consent to receive electronic communications, and you agree that all documents, notices, disclosures, and other communications that we provide to you electronically, via email or through text, satisfy any legal requirement that such communications be in writing.

40. Entire Agreement & Severability. These Terms and Conditions, including any other documents, itineraries, and invoices we provide you, constitutes our entire agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, with respect to **Vacation Vibes Travel**. If any provision of these Terms and Conditions shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and Conditions and shall not affect the validity and enforceability of any remaining provisions. Failure by us to exercise

or enforce any right or provision of these legally binding Terms and Conditions shall not constitute a waiver of such right or provision. Any ambiguities in the interpretation of these Terms and Conditions shall not be construed against the drafting party. 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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