# MGA Travel Terms and Conditions

Updated on: March 9, 2026

These terms and conditions ("Terms and Conditions") govern the relationship between Gourmet Systems LLC d/b/a MGA Travel and/or The Outlander Society ("MGA" and/or "we/us/our") and you, the purchaser or traveler ("Client" and "passenger" and "you/your"). By planning travel with MGA, you agree to be bound by these terms and acknowledge that MGA acts solely as a booking agent for disclosed principal supplier tour operators, cruise lines, hotels, airlines, air charters, bus companies, ground transportation, boat purveyors or owners, and other independent contractors providing accommodations, transportation, and other services ("Supplier(s)") and is not the source or provider of the travel services. These terms include warranties and disclaimers and exclusions of liability and may restrict your rights and remedies and provide protection to MGA.

1. USE OF MGA SERVICES, ACCESS AND INFORMATION FOR TRAVEL BOOKINGS

You warrant that you are at least 18 years of age and possess the legal authority to enter into this Agreement and to make travel bookings with MGA. You agree to be financially responsible for all travel bookings you make with us, whether made on behalf of yourself or for other members of your traveling party. You warrant that all information supplied by you on behalf of yourself, members of your household, or others for whom you are authorized to transact business with us is true and accurate. You agree that you will only make legitimate reservations or purchases with MGA and its Suppliers, and you acknowledge that, without limitation, any speculative, false, or fraudulent reservation is prohibited.

MGA accepts all bookings solely as the booking agent for the travel Suppliers on your itinerary. Separate Supplier terms and conditions will apply to your reservation and purchase of travel-related goods and services that you select, and you understand and agree that by booking travel through MGA, you are also agreeing to the booking terms of each Supplier partner you have selected for your itinerary. You agree that you will abide by the terms and conditions of purchase imposed by any Supplier that you have selected as a service provider on an itinerary you have approved.

MGA is not liable or responsible for any arrangements made independently of MGA. MGA assumes no responsibility for costs or fees you incur for independent arrangements not booked through MGA, inclusive of, but not limited to, airline, hotel, excursion, and travel protection related charges. If you make your own flight arrangements, MGA is not responsible for any loss resulting from cancellation or changes in international gateways, itineraries, or travel dates, and cannot assist you with any schedule changes or delays related to air reservations you have made on your own arrangement. It may not be possible to earn frequent flyer or other loyalty points for reservations on your itinerary. With limited exceptions, hotel and airline rewards or points cannot be redeemed for travel arrangements made by MGA.

MGA is an independent contractor of Nexion Travel Group, California Seller of Travel 2071045-50, Florida ST38545, Washington 603 046 768. Registration as a seller of travel does not constitute approval by the State of California.

2. RIGHT TO CORRECT ERRORS AND OFFERS SUBJECT TO AVAILABILITY

We reserve the right to correct errors. In the event of any pricing error or omission, we reserve the right to adjust such pricing or make any other corrections. All offers, incentives and Supplier promotions are subject to availability and may change without notice. You are advised to confirm reservations well in advance of your anticipated dates of travel to avoid disappointment, increases in fares and additional late booking fees.

3. PAYMENTS, CANCELLATIONS, AND CHANGES TO BOOKINGS

You shall be completely responsible for all charges, fees, duties, taxes, and assessments arising out of your travel bookings through MGA. By submitting a credit card authorization form to MGA, you agree to allow MGA to use your payment method to purchase travel products from our Suppliers on your behalf. EXCEPTING IN CASES 0F FRAUD, YOU AGREE NOT T0 FILE ANY DISPUTE WITH YOUR BANK OR CREDIT CARD COMPANY TO AVOID OR VIOLATE ANY BOOKING TERMS AND CONDITIONS OF MGA OR ITS SUPPLIERS, INCLUDING CANCELLATIONS OR CHANGES OF ITINERARY OR ARRANGEMENTS FOR REASONS BEYOND THE CONTROL OF MGA OR ITS SUPPLIERS. IF YOU ATTEMPT TO CHARGEBACK, REVERSE OR RECOLLECT A PREVIOUSLY AUTHORIZED TRIP PAYMENT, MGA RESERVES THE RIGHT TO COLLECT ALL ADDITIONAL COSTS, FEES AND EXPENSES ASSOCIATED WITH SUCH CHARGEBACK, REVERSAL OR RECOLLECTION, INCLUDING, WITHOUT LIMITATION, ATTORNEY FEES.

All payments for travel are due prior to departure according to each Supplier’s terms and conditions of booking. You understand that failure to make final payment or any violation of a Supplier’s conditions of purchase may result in cancellation of your reservations, in your being denied access to any flights, tours, hotels, cruises, or other travel services, or in your forfeiting any monies paid for your reservations. In some cases, there is NO REFUND once a booking is made and under deposit. You may not be entitled to a refund if you change or cancel your travel plans after confirmation of a booking. All cancellation requests must be sent to MGA in writing. As a result of cancellation or changes to confirmed bookings, MGA's and third-party Supplier’s cancellation penalties will apply. Cancellation fees will be charged to the credit card or other payment method you authorized to pay for travel services or deducted from the Supplier’s refund.

If you decide to change any portion of your confirmed arrangements prior to departure or during your trip, we will attempt to assist you. Certain bookings may not be able to be changed, and you will be responsible for any increases in cost imposed by the Supplier, as well as any MGA or Supplier change fees. All requests for changes to a booking must be made in writing to MGA. When tour, cruise or package prices are based on Suppliers’ contract rates, you will not be

entitled to any refund for any unused portion of travel.

If you have authorized us to make travel arrangements using your frequent flyer miles or loyalty points, you may be required to provide us with passwords or log-in information for your accounts. Any reservations made using miles or points are subject to the terms of the applicable loyalty program.

4. TRAVEL DOCUMENTS, INCLUDING TSA AND DHS ACCEPTABLE IDENTIFICATION REQUIREMENTS

It is the responsibility of each Client to obtain and carry a valid passport book, visa(s), and all other documents required by applicable government regulations. Passport cards are not accepted for most international travel. When traveling domestically or internationally, the U.S. Transportation Security Administration (TSA) and U.S. Department of Homeland Security (DHS) advise that everyone carry acceptable identification in order to board a flight. Acceptable identification can be found at http://www.tsa.gov/ and examples include DHS-designated enhanced driver's license, US passport, or a foreign government passport.

Certain countries will not admit a passenger if their passport expires within six (6) months of the anticipated date of return. Non-United States citizens may require additional documentation, and you are responsible to make MGA aware when traveling on a passport from a country other than the United States of America. MGA neither controls nor warrants the issuance of visas or approval of visa waivers related to your travel. Should a visa not be issued, MGA is not responsible for lost payments made toward your trip. Please note that rules of each country regarding entry and exit may change at any time.

Children and infants may also require 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 see https://help.cbp.gov for additional information. The U.S. Customs and Border Protection Agency requires that for groups of children under age 19 arriving to the United States by land or sea from contiguous territory and traveling with a school group, religious group, social or cultural organization, or sports team, may also present an original or copy of his or her birth certificate, a Consular Report of Birth Abroad, or a Naturalization Certificate. Parental or legal guardian consent must be provided to the supervising adult or group leader in writing.

The name, date of birth and gender that appears on the identification card must exactly match the same such data that is listed on your tickets and booking records. You acknowledge that it is your responsibility to ensure that the information on your tickets and confirmations is accurate. Any discrepancy between your reservation and your travel documentation may result in denied boarding or an undue delay at an airport security checkpoint causing you to miss your flight, and any subsequent scheduled travel bookings on cruises and tours.

WHEN YOU RECEIVE YOUR TRAVEL DOCUMENTS, IT IS YOUR RESPONSIBILITY TO REVIEW AND

VERIFY ALL INFORMATION FOR ACCURACY. CONTACT MGA IMMEDIATELY IF CHANGES OR CORRECTIONS ARE REQUIRED. IF YOU HAVE NOT NOTIFIED US OF NECESSARY CORRECTIONS TO YOUR RESERVATION WITHIN TWENTY-FOUR (24) HOURS OF RECEIVING YOUR TRAVEL DOCUMENTS, MGA BEARS NO RESPONSIBILITY FOR ANY ADDITIONAL COSTS ASSOCIATED WITH MAKING NECESSARY CORRECTIONS.

5. INDIVIDUAL ENTRY AND EXIT REQUIREMENTS

Each country holds different views of past criminal offenses, whether within or outside of their boundaries. If you have a current or prior criminal offense, contact that country directly for entry and exit requirements. You can visit the US State Department Website for further information about these requirements. See, https://travel.state.gov/content/travel.html. We do not inquire about an individual's criminal record in the interest of respecting our Clients' privacy. For example, if traveling to or through Canada, individuals with a Driving While Intoxicated (DWI) record or with judgements for unpaid child support should review current entry requirements. See: https://www.canada.ca.

6. IMMUNIZATIONS AND HEALTH SCREENINGS

You must have the proper immunizations and health screenings and required documentation of such immunizations and screenings before travel. MGA shall not assume responsibility for the accuracy of health, vaccination, or documentation requirements prior to departure or upon landing at the final destination. In some cases, required inoculations must be recorded by Client's health practitioner on a valid vaccination certificate, which the Client must carry for proof of inoculation. If you are concerned about taking any medications or receiving certain inoculations, check with your health practitioner BEFORE booking. Check the State Department Web site http://travel.state.gov, for relevant information relating to travel to specific destinations, and the Center for Disease Control http://wwwnc.cdc.gov/travel/ relating to health issues related to travel.

7. RISKS AND SAFETY

Travel to certain destinations may involve greater risk than others. MGA urges Clients to remain informed on a daily basis as to current news events, 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 health and safety conditions in various countries and the level of risk associated with travel to particular international destinations can be found at http://www.state.gov, http://www.tsa.gov, http://www.dot.gov, http://www.faa.gov, http://www.cdc.gov, and http://www.cbp.gov. The Smart Traveler Enrollment Program (STEP) is a free service provided by the U.S. Government to U.S. citizens who are traveling to, or living in, a foreign country. STEP allows you to enter information about your upcoming trip abroad so that the Department of State can better assist you in an emergency. Registration is recommended and provided by going to https://step.state.gov/step/

BY OFFERING FOR SALE TRAVEL TO PARTICULAR DESTINATIONS, MGA DOES NOT REPRESENT OR WARRANT THAT TRAVEL TO SUCH POINTS IS ADVISABLE OR WITHOUT RISK, AND SHALL NOT BE LIABLE FOR COSTS, DAMAGES, OR LOSSES THAT MAY RESULT FROM TRAVEL TO SUCH DESTINATIONS. CLIENT'S PARTICIPATION CONSTITUTES ACCEPTANCE OF SUCH EVENTS AT CLIENT'S OWN RISK.

Certain activities that are included as part of itineraries that we book pose inherent risks and may be dangerous. Your itinerary may also involve travel to remote areas without access to medical facilities or treatment, changing weather conditions, interactions or encounters with wildlife, and other potentially dangerous conditions. By booking a trip with MGA, you acknowledge that you are aware that the physical exertion required to participate in certain activities can activate or aggravate pre-existing injuries, conditions, or congenital defects. You acknowledge that you should seek medical advice if you know or suspect that your physical condition may be incompatible with the activities on your itinerary. You may be required to wear approved safety equipment while participating in certain activities, and by booking travel with us and participating in these activities, you agree to use the recommended safety equipment and to ask questions if you are unsure about how to properly or safely use equipment.

If you use, consume, or are under the influence of alcohol or illegal drugs prior to or while engaging in any activities on your itinerary, YOU ASSUME AND ACCEPT ALL RISKS, DANGERS, AND HAZARDS THAT MAY RESULT INCLUDING THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE, AND LOSS, even in the event of negligence or fault by MGA or third parties, and you indemnify MGA from any and all liability for any damage to property or personal injury to any third party, resulting from your participation in the Activities, while, during, or after consumption of illegal drugs or alcohol.

In the event of emergent health or safety concerns, once MGA has investigated the prevailing situation, MGA shall have the sole and absolute discretion whether to proceed with any MGA escorted trip or private departure, or to make alterations to the itinerary.

8. HAZARDOUS MATERIALS

Federal law prohibits passengers from bringing hazardous materials on the aircraft.

(1) 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 gases, flammable liquids and solids, oxidizers, poisons, corrosives and radio- active materials. Examples: Paints, lighter fluid, fireworks, tear gases, 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 http://www.tsa.gov/traveler-information/prohibited-items.

9. INSECTICIDE NOTICE

We recommend that you refer to the DOT list of airports in countries that require airlines to treat the passenger cabin with insecticides prior to the flight or while on the aircraft. This list is on the DOT's website and is updated from time to time: http://www.dot.gov/office-policy/aviation-policy/aircraft-disinsection-requirements.

10. AIR TRAVEL, SCHEDULE RECONFIRMATION, CHECK-IN

Your airline ticket is a contract between you and the air carrier, even if you purchase through MGA. If you purchase air travel through MGA, you acknowledge and agree that MGA does not have the right to control the operations of independent airlines, and agree that MGA is not liable for any personal injury, property damage related to your purchase of air tickets or air travel, including, but not limited to any act, error, omission, injury, loss, accident, or delay caused by any act, error or omission of the airline, including their failure to deliver services, partial or inadequate delivery of services, airline policies including refund or rebooking policies, fees for checked or carry-on luggage, fuel increases, bankruptcy or cessation of operations.

You understand and agree that MGA functions solely and exclusively as a booking agent for the air carrier, that we do not handle or hold client funds for airline tickets, and that we are not the Merchant of Record under the meaning of that term under the Department of Transportation's regulations. Because MGA does not hold or handle client funds, you understand and agree that any refund for cancelled or delayed flights, baggage fees or seat assignments must come directly from the airline and not from MGA.

MGA shall not assume any responsibility for any air schedule changes. In rare instances, upon departure from a country, certain departure taxes must be paid in cash only, and may vary in price. Failure to use a reservation may result in automatic cancellation of all continuing and return flights, as well as forfeiture of airfares.

Airline e-tickets expire a year from issue date unless carrier fare rules in passenger's itinerary fare provide otherwise.

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.

By checking in for a flight, tour or cruise, you may be agreeing to additional terms and conditions imposed by the Supplier. If you have authorized MGA to check you in for any

component of your trip, that you take full responsibility for agreeing to and complying with the Supplier's terms and conditions of check-in.

Frequent Flyer mileage accrual is at the discretion of the airline(s). MGA has no liability if accrual of miles or points is denied or if upgrades are not allowed. Many airlines do not permit upgrades on airfare purchased in certain fare classes or when using frequent flyer miles, loyalty status or certificates.

Seat assignments are not guaranteed even after they are assigned, and MGA has no control over airline seat assignments. Most airlines charge a fee to pre book a seat.

11. LIMITATIONS OF RESPONSIBILITY AND DISCLOSURE

MGA acts solely as a booking agent for disclosed principal Suppliers and is not the source or provider of any travel service. Each Supplier is an independent entity with its own management and is not subject to the control of MGA. The Suppliers whose names appear in travel documentation are those actually responsible for providing the travel services purchased, and you consent to the use of those Suppliers.

Some group tours are based on minimum numbers of passengers traveling; if the number of passengers falls below the minimum required, a surcharge may be imposed, or the tour may be canceled. Any cancellations of a tour or package for reason of failing to meet the minimum traveler requirement will be governed by the tour operator's cancellation policy.

MGA is not responsible if a restaurant, tour operator, cruise line, or other service provider on your tour is unable to, or fails to accommodate your dietary restrictions or requirements.

The Supplier may determine that alterations in itinerary are necessary for any number of reasons, including but not limited to severe weather. Any alterations to an itinerary are at the sole discretion of the Supplier, and MGA bears no responsibility for any changes.

BECAUSE MGA ACTS AS AGENT FOR DISCLOSED PRINCIPAL SUPPLIERS AND DOES NOT HAVE THE RIGHT TO CONTROL THE OPERATIONS OF SUCH INDEPENDENT OPERATORS AND SUPPLIERS, YOU AGREE THAT MGA IS NOT LIABLE FOR ANY PERSONAL INJURY OR PROPERTY DAMAGE, WHICH MAY ARISE OUT OF THESE SERVICES. MGA HEREBY DISCLAIMS ANY LIABILITY WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION LIABILITY FOR ANY DIRECT, PUNITIVE, SPECIAL CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES IN CONNECTION WITH THE GOODS OR SERVICES PROVIDED BY ANY PRINCIPAL SUPPLIER BOOKING THROUGH MGA, INCLUDING WITHOUT LIMITATION LIABILITY FOR ANY ACT, ERROR, OMISSION, INJURY, LOSS, ACCIDENT, DELAY OR IRREGULARITY WHICH MAY BE INCURRED THROUGH THE FAULT, NEGLIGENCE, WILLFUL ACTS, OMISSIONS OR OTHERWISE OF SUCH SUPPLIER, OR OF ANY SUPPLIER OR THEIR RESPECTIVE EMPLOYEES, AGENTS, SERVANTS, OR REPRESENTATIVES, INCLUDING, WITHOUT LIMITATION, THEIR FAILURE T0 DELIVER 0R THEIR PARTIAL OR INADEQUATE DELIVERY OF SERVICES, THEIR CANCELLATlON

AND REFUND POLICIES, FUEL INCREASES, BANKRUPTCY, OR CESSATION OF OPERATIONS AND OTHER MATTERS OUTSIDE OF MGA'S CONTROL, AND YOU HEREBY EXONERATE MGA FROM ANY LIABILITY WITH RESPECT TO THE SAME.

MGA HAS SOLELY RECEIVED COMMISSION AND FEES FOR TRAVEL TRANSACTIONS AND CLIENT AGREES AND UNDERSTANDS THAT ANY RECOVERY FROM MGA WILL BE LIMITED TO THE AMOUNT OF COMMISSION AND FEES ACTUALLY RECEIVED BY MGA.

12. FORCE MAJEURE

MGA will not be in breach of these terms and conditions or otherwise be liable to you, for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, including web host and internet service provider, breakdown or malfunction of equipment, destruction of or serious damage to facilities, natural catastrophes including, but not limited to extreme weather events, floods and volcanic eruptions, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy, and any other unforeseen circumstance which is beyond the control of MGA. THE PURCHASE OF TRAVEL INSURANCE IS HIGHLY RECOMMENDED ON ALL TRIPS.

In addition, each of MGA's Suppliers have terms and conditions which include Force Majeure provisions. In the event that a Force Majeure event occurs, those Suppliers may be entitled to, and may in their sole and absolute discretion, vary, postpone or cancel any itinerary or arrangement in relation to the trip. Payment of any refund to you as a result of the non-performance of any obligations hereunder shall remain in the sole and absolute discretion of the Supplier pursuant to their policies, although MGA shall use its reasonable efforts to secure reimbursement for you where possible.

13. CLIENT CONDUCT

Each participant in any trip escorted by MGA is expected to act responsibly and adhere to all behavior guidelines established by MGA and our Suppliers, including adhering to dress codes at religious or cultural sites, or Supplier dress codes. MGA and all local Suppliers reserve the right to remove you from any facility, hotel or resort property, tour location or means of transportation if your health or your conduct appears to endanger yourself or others, disrupts the general well-being of other clients on any element of your trip, or interferes with the operation or security of the places you visit. In any such case, there will be no refund.

When you book with MGA, you accept responsibility for any damage or loss caused by you. Full payment for any such damage or loss (reasonably estimated if not precisely known) must be paid directly at the time to the accommodation owner or manager or other Supplier. You must indemnify MGA for the full amount of any claim (also including legal costs) made against us. We

are not responsible for any costs incurred concerning a guest removed from a trip, or any portion of a trip. You agree not to hold MGA or any of its related entities liable for any actions taken under these terms and conditions. Baggage and personal effects are at all times the sole responsibility of the participant.

Any transportation, possession or use of illegal drugs will result in immediate termination of your trip and may result in prosecution by law enforcement authorities. You are responsible for knowing and observing the licensing laws for drug possession (including prescription and over the counter drugs) for all countries and states you are visiting. Laws may require you to carry a prescription from your doctor.

14. CURRENCY FLUCTUATIONS

Currency exchange rates fluctuate. Prices are subject to change based upon currency exchange rate fluctuations. MGA is not responsible for surcharges or foreign transaction fees imposed by Client's credit card or bank.

15. TRAVEL INSURANCE

MGA OFFERS ACCESS TO TRAVEL INSURANCE TO PROTECT PASSENGERS AND THEIR INVESTMENT IN TRAVEL. UNLESS SPECIFICALLY NOTED, TRAVEL INSURANCE IS NOT INCLUDED IN THE COST OF CLIENT'S ITINERARY TO PROTECT AGAINST THIRD PARTY SUPPLIER DEFAULT/BANKRUPTCY PROTECTION, DELAY, INTERRUPTION, MISSED CONNECTION FOR CRUISES, CANCELLATION, MEDICAL EMERGENCY TRANSPORTATION/EVACUATION & REPATRIATION, BAGGAGE & PERSONAL EFFECTS/LOST LUGGAGE & BAGGAGE DELAY, ILLNESS, JOB LOSS PROTECTION AND CHANGE OF PLANS, ACCIDENTAL DEATH AND DISABILITY, TRAVEL ACCIDENT/SICKNESS MEDICAL EXPENSES, AND MORE. PROPER INSURANCE MAY PROTECT YOU FROM FINANCIAL LOSS IN ALMOST ALL CIRCUMSTANCES. Without appropriate travel insurance, you understand and agree that if you cancel or interrupt your travel for any reason, portions of the trip/tour may not be refunded and MGA's and travel Suppliers' cancellation penalties will apply resulting in the loss of monies up to the full cost of Client's travel booking and related costs. The purchase of travel insurance is not required in order to purchase any other product or service offered by MGA, however if you decline to purchase insurance, MGA may require that you execute an insurance waiver. MGA is not a licensed insurance broker, and its advisors are not qualified or authorized to answer technical questions about benefits, exclusions, and conditions of any of the insurance offered, nor evaluate the adequacy of the prospective insured's existing insurance coverage. An additional charge applies for any travel insurance selected. It is your responsibility to know what your insurance policy covers, and to put alternative coverage in place, if you wish to insure for conditions that are excluded by your policy. MGA CANNOT GUARANTEE THAT ANY INSURANCE PROVIDER WILL APPROVE COVERAGE FOR A CLAIM MADE UNDER THE INSURER'S POLICY AND MAKES NO REPRESENTATIONS ABOUT THE EXTENT OF COVERAGE FOR ANY POLICY IT MAY OFFER OR QUOTE.

## 16. RESERVATION OF RIGHTS AND CHANGES TO THESE TERMS

We reserve the right, in our sole discretion, to change these Terms and Conditions at any time. Updated versions of the Terms will be provided to Clients, will be posted on our website and are effective immediately on posting.

## 17. GENERAL

The laws of the State of South Carolina govern these Terms and Conditions. You hereby consent to the exclusive jurisdiction and venue of courts in Horry County, South Carolina in all disputes arising out of or relating to travel bookings with MGA. Any claim against MGA must be brought within 12 months after the date of the completion of the trip and not later. MGA shall not in any case be liable for damages other than compensatory damages, and you waive any right to claim punitive or exemplary damages. You agree that you may only bring claims in your individual capacity and not as plaintiffs or class members in any class action, proposed or purported class action, or other representative action, regardless of the type of proceeding. You expressly agree to waive and forego any and all rights to bring any such class actions, purported or proposed class actions, or representative actions.

If any part of these Terms and Conditions is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and agreement shall continue in effect.

These Terms and Conditions (and any other terms and conditions referenced herein) constitute the entire agreement between the Client and MGA with respect to travel bookings made with MGA by any means, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between Client and MGA with respect to communications with MGA. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.