



TERMS AND CONDITIONS

InJoy Travel Inc. (herein after “Injoy”) is a travel agency that specializes in creating custom designed travel itineraries for a wide range of travelers while coordinating unique experiences. We design trips to provide a genuine travel experience full from beginning to end. Our trips are designed to accommodate specific activities, interests, sightseeing and even multiple destinations for single travelers to larger groups. The following terms and conditions are for any of its clients and travel partners.

1. CONTRACT

We draw your attention to the terms and conditions of travel herein (“Terms and Conditions”), such Terms and Conditions including all brochures, documents, correspondence, and the terms and conditions of our Suppliers (as herein defined) form the basis of the contract with you. Before making a booking with us you must ensure that you have read and understood these Terms and Conditions (and ask any questions you may have). **Please be aware that these Terms and Conditions contain waivers of liability as well as waiver of class action and venue selection and notice clauses.** By asking us to confirm your booking you are accepting all the Terms and Conditions laid out below and acknowledging that you have read the Terms and Conditions of this contract (“Contract”) and agree with it.

If you are making a booking as a group, the leader of the group is responsible for sharing these Terms and Conditions with all members of the group and is financially responsible for the booking. We will not be liable for a group leader’s failure to share these Terms and Conditions with all travelers in their group.

You represent and warrant that (a) you are of sufficient age to use our services and website and can create binding legal obligations in connection with your use, (b) you are legally authorized to act on behalf of those you represent and accept these terms and conditions on their behalf, and (c) the information supplied by you, or members of your group is true and correct.

2. DEFINITIONS

Supplier: Our Company has many different Suppliers to provide you with the best travel experience. Our tour operators, airlines, hotels, ground transportation, cruises, etc., have their own terms and conditions. As our client, you should read and accept their terms and conditions as well. We are not vendors of any of the travel services. Our clients will be entering into a separate contract with such Suppliers in connection with such products and services.



3. VIOLATIONS BY YOU

You agree that any violation of any such terms and conditions may result in (a) the cancellation of your reservation or purchase, (b) your forfeiture of any monies paid for your reservation or purchase, and (c) your being denied access to the applicable travel related product or service.

4. CHANGES TO THESE TERMS AND CONDITIONS

Injoy reserves the right, in our sole discretion, to change these Terms and Conditions at any time. Upon making changes, we will notify you via the email address you provide to us at booking. The current terms will apply to your booking. You must therefore be familiar with the terms in effect at the time you book. Your continued use of our services, including continuing to use or maintain any bookings after notice of any changes to the terms and conditions constitutes your consent to the changes.

5. SCOPE/AGENCY

Injoy does not provide, own, or control the travel services and products that are or may be provided as part of your trip, such as flights, accommodations, cruise, rental cars, packages, or travel insurance (the "Travel Products"). The Travel Products are owned, controlled, or made available by vetted third parties (the "Suppliers") such as airlines, hotels, cruise lines, and tour operators. The Suppliers are responsible for the Travel Products. The Supplier's terms and privacy policies apply to your booking so you must agree to and understand those terms. Your interaction with any Supplier is at your own risk; Injoy does not bear any responsibility should anything go wrong with your booking or during your travel. Hence, as the traveler, you agree that Injoy acts only as agent for the traveler in acquiring transportation, hotel accommodations, cruises, sightseeing and other privileges, or services for the travelers' benefit, and on the express condition that Injoy shall not be responsible for any loss, accident, injury, delay, defect, omission or irregularity which may occur or be occasioned, whether by reason of any act, negligence or default of any company or person engaged in or responsible for carrying out any of the arrangements, or otherwise in connection therewith.

6. DEPOSITS AND PAYMENT

Any deposits from our clients are non-refundable UNLESS otherwise stated. Payment of a deposit enables our company to hold a reservation for you but does not guarantee the price. The price can only be guaranteed once we receive full payment. We will advise you of the date that full payment is required. Failure to make payment in full by the due date may cancel your travel arrangements with NO refund. Our company accepts payment by credit and debit cards issued on the following networks: AMERICAN EXPRESS, VISA, MASTERCARD, or DISCOVER.



Your authorization is an agreement for us and/or the supplier to charge your card and an acknowledgement and agreement to these terms and conditions including the cancellation terms. As such you agree not to make any improper chargebacks.

After full payment, the conditions of the contract with your Supplier may permit them to increase the cost of your arrangements. If we are acting as your Booking Agent, we will pass on any such increase to you as we become aware of such increase. If we have arranged a package, changes in transportation costs including the cost of fuel, taxes, fees and exchange rates mean that the price of your travel arrangements may change after you have paid in full.

In certain cases, you can dispute charges with credit card companies ("chargebacks"). Before initiating a chargeback, we ask you first to call us to discuss any questions or concerns about our charges. We will work with you in attempting to resolve your concerns. By using our service to make a reservation, you accept and agree to our cancellation policy. Injoy retains the right to dispute any chargeback that is improper and recover any costs, including attorney's 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 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 Injoy or the Supplier.
- Chargebacks resulting because you do not agree with the cancellation policy.

7. CANCELLATION

Cancellation of travel must be made in writing and is effective from the date we receive the written notification. Upon cancellation, a fee may be applied to your booking and the return of your deposit will be less any costs, expenses and fees incurred by Injoy prior to the cancellation. All Suppliers have their own cancellation policies, which apply to your booking. 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 Injoy. Suppliers may choose to provide a travel voucher or credit in lieu of refund. We are not responsible under any circumstances for a



supplier's failure to pay a refund, or for supplier bankruptcy or insolvency. Airline tickets are governed by the air carriers' terms, and we are not responsible for any air carrier's decision regarding refund.

If the reason for cancellation is covered under the terms of your travel protection plan 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.

8. TRAVEL PROTECTION

We highly encourage every traveler to purchase trip protection. Travel protection plans can help protect you in the event of loss of non-refundable trip deposits and payments that result from cancellation or trip interruption (due to a covered reason such as injury or illness before or during the trip). It also helps with reimbursement for medical emergency costs (including very costly medical evacuation costs), missed connections and baggage loss. Travel Protection Plans including cancel for any reason coverage should be purchased in close conjunction with your travel purchase. It is the traveler's responsibility to protect their purchases. For this reason, Travel Protection Coverage including additional cancelation for any reason coverage is strongly recommended. Injoy is not qualified to answer technical questions about the benefits, exclusions, and conditions of travel insurance plans. Injoy cannot evaluate the adequacy of the prospective insured's existing insurance coverage. If you have any questions about your travel protection, call your insurer or insurance agent or broker.

Certain countries have a requirement for foreign visitors to have valid medical insurance on entry. Injoy cannot be held responsible for denied entry if a traveler is unable to provide such details to authorities of insurance or denial of entry for any reason. Declining to purchase an adequate travel protection plan could result in the loss of your travel cost and/or require more money to correct the situation. You also acknowledge that without this coverage, there may be no way to recoup any losses, costs or expenses incurred. **If you choose to travel without adequate coverage, we will not be liable for any of your losses howsoever arising, for which trip protection plan coverage would otherwise have been available.**

9. PRICE AND RATE CHANGES

The price listed in your proposal will be based on known costs at the date of issue of the proposal. All prices we advertise are accurate at the date issued, but we reserve the right to change any of those prices from time to time as the suppliers adjust the prices. Prices that include costs for fuel and local taxes that are estimated at the date of issue and are subject to change. At the time of booking confirmation, we will provide you with an invoice reflecting the current price and particular inclusions.



Upon payment of your deposit and confirmation of your booking, your price will be locked in with the exception of any increases or decreases resulting from fuel, airport charges, scheduled air fares and other transport charges which form part of your contract with the transport provider, dues or taxes payable locally, currency fluctuations and government action, any other airline surcharges, taxes, port fees, or fees payable for services. We reserve the right to add a supplement to your travel prices should these additional fees apply to our booking, until we receive your final payment. If your booking is impacted by the adjusted fees, we reserve the right to increase or decrease the price of your travel and will forward a new Invoice reflecting any changes made. After final payment, your price is locked in.

We reserve the right to make changes to and correct errors in advertised prices at any time before your travel is confirmed. We will advise you of any errors of which we are aware and of the then applicable price at the time of booking.

10. NO REFUND FOR UNUSED ARRANGEMENTS

As InJoy's prices are based on contract rates, there will not be any refund for any unused portion of a travel booking. If you cancel while your trip is in progress, there is no refund for the unused portion.

11. AIR RESERVATIONS

Your contract for airfare is with the carrier and subject to its terms and we will not be liable for any change fees or cancellation fees or other additional cost you incur with the air carrier.

12. COVID 19 RELEASE OF LIABILITY

By booking a trip at this time, you acknowledge the highly contagious nature of COVID-19 or any other diseases, viruses, etc. and voluntarily assume the risk for yourself and any minors traveling with you, that you or they may be exposed to or infected by COVID-19 (or other diseases, viruses, etc.) by traveling and that such exposure or infection may result in personal injury, illness, permanent disability, and death even if such injuries or losses occur in a manner that is not foreseeable at the time you book your trip. You acknowledge that exposure to such viruses or disease is an inherent risk of traveling, which cannot be controlled or eliminated by InJoy.

You acknowledge that due to the uncertainty of travel at this time, your trip may be postponed or cancelled, or changes may be made to itineraries due to closures of certain sites or activities, for which there may be no refund. Some locations may require you to have a vaccination or proof of negative testing. Stopover countries requirements will also apply. You are responsible for understanding these requirements and must not rely on InJoy to provide these



details. You understand that you may become sick before, during, or after the trip and may not be able to travel and such cancellation or interruption will be subject to our cancellation terms below, for which we will not be liable. Due to the uncertainty caused by COVID 19 (or other diseases, viruses, etc.), InJoy has strongly encouraged the purchase of travel protection and you agree that your decision to withhold from purchasing such insurance will result in sole liability attributed to you for any fees, loss or expenses incurred as a result of your waiver. InJoy shall not be liable for any losses howsoever arising.

You, for yourself, and any minors traveling with you, and on behalf of your and their heirs, assigns, personal representatives and next of kin (collectively, the “Releasers”), HEREBY RELEASE, AND HOLD HARMLESS InJoy, its owners, members, agents, and/or employees, and Suppliers (collectively, the “Releasees”), of from and against any and all claims, damages, demands, losses, and liability arising out of or related in any way, in whole or in part to any POSTPONEMENT, CANCELLATION, CHANGES, INJURY, DISABILITY, DEATH OR ANY OTHER LOSS you may suffer due to exposure, infection, spread, closure, and travel restrictions related to COVID- 19 or any other infectious diseases, viruses, etc., WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law. The terms of this HOLD HARMLESS AND RELEASE OF ALL LIABILITY paragraph, shall survive any termination or cancellation of this Contract, whether by operation of law or otherwise.

13. TRAVELER INFORMATION

InJoy will send all documents via email or electronic form of communication. An administrative fee may be applicable if you should make a request for such documents to be sent via FED EX or any other courier service.

InJoy is not responsible for checking in clients for flights, cruises, hotels etc. If you fail to check-in for their flights, cruises, hotels etc, at the appropriate time, then your travel arrangements may be cancelled by the Supplier. Any refunds for failure to check in on time will NOT result in a refund. Please make sure to verify your check-in time.

Names provided to secure reservations must match travelers’ respective passports. Middle names are not required to appear on airline tickets. Date of birth and complete passport details are required. Any minor name corrections advised after airline tickets have been issued will incur fees. Not all name corrections will be permitted by airlines and may require the purchase of a new ticket. Travelers voluntarily assume full and sole responsibility for any and all risks and/or costs involved with failure to report any errors and/or omissions to documentation.

14. FORCE MAJEURE



InJoy 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 a similar nature, sabotage, arrests, strikes or labor disruptions, restraint of rulers or peoples, expropriations, acts of terrorism, war, insurrection, quarantine restrictions, government health 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 travel supplier and its facilities, or any other unforeseen circumstances or any other factors unforeseen by InJoy 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 InJoy. Our planning fee, if any, is always non-refundable.

15. LIABILITY

InJoy, its employees, shareholders, agents, and representatives use third party Suppliers to arrange tours, transportation, sightseeing, lodging, and all other services related to this trip. InJoy is not an employee, agent, or representative of any of these Suppliers. InJoy does not own, manage, operate, supervise, or control any transportation, vehicle, airplane, hotel or restaurants, or any other entity that supplies services related to your trip. All Suppliers are independent contractors and are not agents or employees or representatives of InJoy. 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 InJoy, nor its employees, agents, or representatives are or may be liable for any loss, injury, or damage to any trip 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 InJoy. InJoy assumes 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; InJoy assumes no responsibility or liability for personal property; and InJoy 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. InJoy accepts no responsibility for lost or stolen items. InJoy reserves the right to refuse any traveler or potential traveler at its sole discretion.

Any ratings on internet platforms or brochures for our Suppliers are general guidelines for their services. Our company is not liable nor does it guarantee the accuracy of these ratings. Our company does not make any guarantees about the specific services that the Suppliers provide.



16. PASSPORT, VISA AND DOCUMENTATION

You have the responsibility to make sure the passport, visa and other immigration requirements have been met. 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 (ID) that does not meet the REAL ID ACT requirements will have to use alternate ID forms (passport, military ID, or permanent resident card) to pass TSA security checkpoints—even for domestic travel. Please visit www.travel.state.gov or <https://www.dhs.gov/real-id> for the most updated requirements for travel documentation. Visas are required when they apply. Travelers voluntarily assume full and sole responsibility for any and all risks and/or costs involved with failure to report any errors and/or omissions to documentation. Injoy strongly recommends that you consider that certain countries will not admit a passenger if their passport expires within six (6) months of the date of entry. Non-USA 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.

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 trips. Injoy 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 vacation related to improper documentation or government decisions about entry.

Certain countries have specific rules and policies concerning entry of travelers with criminal records. Anyone with even a minor criminal past may be denied entry into any foreign country or even entry back into the United States unless you are a United States Citizen. If you have a criminal record, it is important to check with the United States Embassy and the embassy or consulate of the country to ensure travel as planned. If you are denied access into a country or by a supplier due to a prior conviction, Injoy shall not be responsible for any losses, expenses, or refunds to you or anyone else in your groups.

17. TRAVEL DOCUMENTS AND DESTINATIONS

You have the responsibility to ensure that all of the details of their travel documents are correct and to bring to our company's attention any errors or discrepancies immediately. It is not always possible to replace travel documents in the case of loss, theft, damage, etc.



Prior to booking international travel, our company recommends that our clients review any United States prohibitions, warnings and advisories applicable to your destinations. By offering travel to any particular destination, our company does not represent that travel in such destination is safe or without risk. Our company recommends that you check the government site for travel advisories as traveling to certain destinations may involve greater risk than others :<http://travel.state.gov/travel/warnings.html>.

For medical information including travel information on COVID-19, log on to www.cdc.gov/travel to learn about requirements, as well as understand local laws that will governs travel within a country such s medical test and tracking.

18. INSECTICIDE NOTICE

Travelers are encouraged to 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 U.S. Department of Transportation's Web site, as this list is updated from time to time: <https://www.transportation.gov/airconsumer/spray>

19. CHANGES AND CANCELLATION BY THE SUPPLIER.

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

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



20. CLIENT AMENDS OR CHANGES TRAVEL ARRANGEMENTS

If our client requests a change to their travel arrangements and is permitted by law, our company's service fees and Supplier's service fees may apply. Please note that all travel changes are subject to availability and the terms and conditions of the product purchased. You will be responsible for any and all costs associated with changing the itinerary including those resulting from suppliers.

Any refunds will only be paid via the Supplier through credit card chargebacks. If the reason for cancellation is covered under the terms of travel insurance policy, you can reclaim cancellation charges through the insurer.

21. LUGGAGE REQUIREMENTS AND SEAT INFORMATION

Baggage Fees may apply for all airlines. Airlines may charge for baggage, based on number of bags, weight and size. All baggage fees are your responsibility and payable directly to the airline company. Please contact your airline for more detailed information by visiting airline website and/or calling airline phone number for their specific and up to date policies. Injoy is not responsible for provide you with information about the baggage policies or seating policies for your flights.

Seat assignments are not guaranteed. Airlines and Suppliers make every effort to ensure you get a seat assignment, but they are not guaranteed. Airlines reserve the right to change seats for operational, safety or security reasons.

Injoy advises you personally to re-confirm your flight schedule within 24 hours prior to departure directly with the airline in case of any last-minute changes or delays. Most airlines allow you to check in online 24 hours prior to departure.

22. NON-RESPONSIBILITY

Injoy, its employees, shareholders, agents, and representatives use third party Suppliers to arrange tours, transportation, sightseeing, lodging, and all other services related to this trip. Injoy is an independent contractor and is not an employee, agent, or representative of any of these Suppliers. Injoy does not own, manage, operate, supervise, or control any transportation, vehicle, airplane, hotel or restaurants, or any other entity that supplies services related to your trip. All Suppliers are independent contractors and are not agents or employees or representatives of Injoy. 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 Injoy, nor its employees, agents, or representatives are or



may be liable for any loss, injury, or damage to any trip 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 InJoy. InJoy assumes 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; InJoy assumes no responsibility or liability for personal property; and InJoy 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. InJoy accepts no responsibility for lost or stolen items. InJoy reserves the right to refuse any traveler or potential traveler at its sole discretion.

23. ASSUMPTION OF RISK/WAIVER

Traveler is aware that travel to such area as traveler is undertaking on the trip may involve inherent risks, some in 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; your own negligence and/or the negligence of others, including tour guides, other travelers, InJoy and its employees, agents and/or representatives; attack by or encounter with insects, reptiles, and/or animals; accidents or illness occurring in remote places where there are no available medical services; fatigue, chill, overheating, and/or dizziness; known or unknown medical conditions, 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 this trip, 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 InJoy and agrees to and shall hold harmless and fully release InJoy, and its employees, shareholders, agents, and representatives (“Representatives”) from any and all claims associated with the trip, including any claims of third party negligence and/or the negligence of InJoy and/or its Representatives, and traveler hereby covenants not to sue InJoy and/or its Representatives for any such claims or join any lawsuit or action that is suing InJoy. 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 this Contract, whether by operation of law or otherwise.



24. INDEMNIFICATION

Each traveler is expected to act responsibly and adhere to all behavior guidelines established by Injoy, its Representatives and our local Suppliers. Our Representatives and local Suppliers reserve the right to remove you from any trip if you endanger yourself or others or disrupt others. In any such case, there will be no refund.

Traveler agrees to and shall indemnify and hold harmless Injoy and its Representatives from any expenses, losses, liabilities, damages, judgments, settlements and costs (collectively, “damages”) involved with or incurred by Injoy 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 the trip.

25. PRE-EXISTING MEDICAL CONDITIONS/PERSONS WITH DISABILITIES

It is essential that you advise us before booking if you do have any disability or pre-existing medical condition which may affect your trip, or if you have any special requirements as a result of any disability or medical condition (including any which affect the booking process) so that we can assist you in considering the suitability of the arrangements and/or in making the booking. Injoy will communicate requests to Suppliers but cannot be responsible if ADA accommodations are not available. Any accommodations provided will be at the sole expense of the traveler requiring the accommodation. Please note that accommodations outside of the USA may not be in compliance with the Americans with Disabilities Act and may not have wheelchair accessibility.

Our Suppliers are, unfortunately, unable to offer additional assistance to travelers with limited mobility and all such assistance will need to be provided by whoever the traveler is traveling with. Travelers with disabilities must notify Injoy 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. We may request that you provide a letter from your doctor confirming your fitness to travel.

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



any losses, expenses, or refunds resulting from such loss in access for you or anyone in your group.

26. GOVERNING LAW/SUBMISSION TO JURISDICTION AND JURY WAIVER/NOTICE OF CLAIM

This Agreement and all attachments hereto and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Illinois exclusive of conflict or choice of law rules. Any claims shall be brought in a court of competent jurisdiction located in Illinois. You agree that you will only bring claims against Injoy in your individual capacity and not as a plaintiff or class member in any purported class action or representative proceeding. Injoy shall not in any case be liable for other than compensatory damages, and your payment of a deposit on a trip means that you agree to these conditions of sale and expressly waive any right to punitive damages. **You understand and agree that no claims will be considered and that you will not bring suit against Injoy unless you have first provided a typewritten notice of claim to Injoy within 30 days after the trip or cancellation of the trip, further provided that you agree to file suit within one (1) year of the incident and you acknowledge that this expressly limits the applicable statute of limitations to one (1) year.**

27. ENTIRE AGREEMENT & SEVERABILITY

This agreement, including the terms and conditions of our Suppliers, any other documents, including invoices, that we provide you constitutes the entire agreement, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, with respect to Injoy. 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 shall not affect the validity and enforceability of any remaining provisions.