



Vivo Travel Design Terms and Conditions

Access to and use of the services of Vivo Travel LLC d/b/a Vivo Travel Design (“Vivo Travel” and/or “us/our”) is subject to acceptance of these terms and conditions (“Terms and Conditions”). By accessing, using or obtaining any content, products, or services through Vivo Travel, you, the purchaser and/or traveler (“Client” and “passenger” and “you/your”) agree to be bound by these terms. These terms and conditions govern the relationship between Vivo Travel and you, the Client. By planning travel with Vivo Travel, you acknowledge that Vivo Travel acts solely as a booking agent for disclosed principal Supplier cruise lines, hotels, airlines, air charters, bus companies, ground transportation, boat purveyors or owners, and other independent contractors providing accommodations, transportation, and/or 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 Vivo Travel. IF THERE IS ANY PART OF THESE TERMS AND CONDITIONS YOU DO NOT AGREE WITH, PLEASE DO NOT USE VIVO TRAVEL’S SERVICES. No alterations to these terms and conditions may be made by any Vivo Travel authorized representative or agent, unless in writing by an authorized officer of Vivo Travel.

1. USE OF VIVO TRAVEL 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 Vivo Travel in accordance with all terms and conditions herein. You agree to be financially responsible for all of your travel bookings and 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 Vivo Travel is true and accurate. You agree that you will only make legitimate reservations or purchases for you or for another person for whom you are legally authorized to act when transacting business with Vivo Travel and its Suppliers, and acknowledge that, without limitation, any speculative, false, or fraudulent reservation is prohibited.

Separate Supplier terms and conditions will apply to your reservation and purchase of travel-related goods and services that you select, and you agree to abide by the terms and conditions of purchase imposed by any Supplier that you have chosen as a service provider for your travel, including, but not limited to, payment of all amounts when due and compliance with the Supplier’s rules and restrictions regarding availability and use of fares, products, or services. You understand that any violation of any such Supplier’s conditions of purchase may result in cancelation of your reservation(s) or purchase, in your being denied access to any flights, hotels, cruises, or automobiles, in your forfeiting any monies paid for such reservation(s) or purchase, and in Vivo Travel debiting your payment account for any costs Vivo Travel incurs as a

result of such violation. You shall be completely responsible for all charges, fees, duties, taxes, and assessments arising out of your travel bookings through Vivo Travel. By submitting a credit card authorization form to Vivo Travel, you agree to allow Vivo Travel to use your payment method to purchase travel products from our Suppliers on your behalf, and excepting cases of fraud, you agree not to file any dispute with your bank or credit card company to avoid or violate any booking terms and conditions of Vivo Travel or its Suppliers.

When you receive any and all travel documents, it is your sole responsibility to review and verify all information for accuracy. Contact Vivo Travel immediately if changes or corrections are required. You acknowledge that it is your responsibility to review all documentation necessary for checking in with Suppliers on your itinerary.

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

It is the responsibility of each Client to obtain and carry a valid passport, visa(s), and all other documents required by applicable government regulations. When traveling domestically 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. Acceptable identification can be found at <http://www.tsa.gov/traveler-information/acceptable-ids>; examples are DHS-designated enhanced driver's license, USA Passport, a foreign government passport. The name, date of birth and gender that appears on the identification card must exactly match the same such data that is listed on airline ticket(s) and booking records.

Vivo 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-United States citizens may require additional documentation. Client is responsible to make Vivo Travel aware when traveling on a passport from a country other than the United States of America.

Children and infants 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/s/article/Article-3643> 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/Group Leader in writing.

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 Client to miss flight(s), and subsequent scheduled travel bookings on cruises and tours. Check each Supplier's website to

ensure you and all members in your travel group or party obtain and carry travel documentation required.

3. INDIVIDUAL ENTRY AND EXIT REQUIREMENTS

Each foreign country holds different views of past criminal offenses, whether within or outside of their boundaries. If you have a current or past offense, and you are unsure how the country you are traveling to or through views that offense, please contact that country directly for entry and exit requirements. (Details can be found at <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, Americans with a Driving While Intoxicated (DWI) record should always check whether current rules exclude admission, and potential waivers. (Details can be found at: <http://www.cic.gc.ca/english/information/faq/inadmissibility/index.asp>)

Vivo Travel neither controls nor warrants the issuance of visas or approval of visa waivers related to your travel.

4. 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 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>.

5. 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>

6. HEALTH/IMMUNIZATIONS

Each Client is responsible to make absolutely certain to have the proper immunizations and required documentation of such immunizations before travel, and to make the necessary accommodation for security rules imposed by government authorities. Vivo Travel shall not

assume responsibility for the accuracy of health requirements or vaccination and/or documentation prior to departure or upon landing at the final destination. See your health practitioner for advice. Prior to travel, required inoculations, if any, must be recorded by Client's health practitioner on a valid vaccination certificate, which the Client must carry for proof of inoculation where required. If you are concerned about taking any medications or receiving certain inoculations, check with your health practitioner BEFORE booking. Check the USA State Department Web site <http://travel.state.gov>, for relevant information relating to travel to specific destinations, and the USA Centers for Disease Control <http://wwwnc.cdc.gov/travel/> relating to health issues. Should a visa not be issued, Vivo Travel is not responsible for lost payments made toward the contemplated trip. Please note that rules of each country regarding entry and exit change on a daily basis.

7. SELLER OF TRAVEL

Vivo Travel is an Independent Contractor of Gifted Travel Network, California Seller of Travel 2113317-40, Florida ST39093, Washington #603308394. Registration as a seller of travel does not constitute approval by the State of California.

8. PAYMENTS AND CANCELATIONS

Unless otherwise defined during the reservation process, final payment is due prior to departure according to each Supplier's (airline, hotel, cruise line, 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 deposits shall be forfeited. In some cases, there is NO REFUND once a booking is made and paid in full. Your right to a refund if you change or cancel your travel plans is limited. All cancellation requests must be sent to Vivo Travel in writing. As a result of cancellation, Vivo Travel's and third-party Supplier's cancellation penalties will apply, which are detailed in your travel documentation, and each Supplier's website. We advise you of any cancellation penalties at the time of booking and provided information about these penalties upon confirmation. If you have any questions, or any penalties are unclear, please contact Vivo Travel. All 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.

9. LATE BOOKINGS

Prospective Clients are advised to reserve early to avoid disappointment and additional late booking fees.

10. AIR TRAVEL, SCHEDULE RECONFIRMATION

UNLESS SET FORTH IN WRITING, AIRLINE RESERVATIONS ARE NOT INCLUDED IN YOUR TRAVEL PLANS. In such event, it is the Client's responsibility to make appropriate air arrangements, as well as transportation to and from the destination where the travel booking originates and

returns. Vivo Travel shall not assume any responsibility for any air and/or ground 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 cancelation 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.

11. CHECK-IN

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 Vivo Travel 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.

12. RIGHT TO CORRECT ERRORS/OFFERS SUBJECT TO AVAILABILITY

We reserve the right to correct errors. All offers, incentives and Supplier promotions are subject to availability and may change without notice. In the event of any pricing error or omission, we reserve the right to adjust such pricing or make any other corrections.

13. UNUSED ARRANGEMENTS, MINIMUM PASSENGER REQUIREMENTS AND ALTERATIONS TO BOOKINGS

As Vivo Travel's tour, cruise or package prices are based on its Suppliers' contract rates, there will not be any refund for any unused portion of a tour. 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 cancelations of a tour or package for reason of failing to meet the minimum traveler requirement will be governed by the tour operator's cancelation policy.

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. All requests for changes to a booking must be made in writing to Vivo Travel.

14. LIMITATIONS OF RESPONSIBILITY AND DISCLOSURE

Vivo Travel acts solely as a booking agent for disclosed principal Supplier cruise lines, hotels, airlines, air charters, bus companies, ground transportation, boat purveyors or owners, and

other independent contractors providing accommodations, transportation, and/or other services ("Supplier(s)"), and is not the source or provider of the travel services. Each of these Supplier companies is an independent entity with its own management and is not subject to the control of Vivo Travel. You are advised that 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. You understand and agree to each Supplier's Terms and Conditions, which are contained in printed form and are set forth on their respective websites and which govern the transaction. All bookings are accepted by Vivo Travel as agent for the travel Suppliers on your itinerary.

BECAUSE VIVO TRAVEL 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 VIVO TRAVEL IS NOT LIABLE FOR ANY PERSONAL INJURY OR PROPERTY DAMAGE, WHICH MAY ARISE OUT OF THESE SERVICES. VIVO TRAVEL 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 VIVO TRAVEL'S OFFICE OR THROUGH THIS WEB SITE, INCLUDING WITHOUT LIMITATION LIABILITY FOR ANY ACT, ERROR, OMISSION, INJURY, LOSS, ACCIDENT, DELAY OR IRREGULARITY WHICH MAY BE INCURRED THROUGH THE FAULT, NEGLIGENCE, WILFULL ACTS, OMISSIONS OR OTHERWISE OF SUCH SUPPLIER, OR OF ANY SUPPLIER OR THEIR RESPECTIVE EMPLOYEES, AGENTS, SERVANTS, OR REPRESENTATIVES, INCLUDING, WITHOUT LIMITATION, THEIR FAILURE TO DELIVER OR THEIR PARTIAL OR INADEQUATE DELIVERY OF SERVICES, THEIR CANCELATION AND REFUND POLICIES, FUEL INCREASES, AND OTHER MATTERS OUTSIDE OF VIVO TRAVEL'S CONTROL, AND YOU HEREBY EXONERATE VIVO TRAVEL FROM ANY LIABILITY WITH RESPECT TO THE SAME.

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

15. RISKS/SAFETY

Travel to certain destinations may involve greater risk than others. VIVO TRAVEL 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 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, VIVO TRAVEL 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.

16. FORCE MAJEURE

Vivo Travel 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 Vivo Travel.

For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder. THE PURCHASE OF TRAVEL INSURANCE IS HIGHLY RECOMMENDED ON ALL TRIPS.

In addition, each of Vivo Travel's Suppliers have terms and conditions which govern Client's trip, and Client is advised that if 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 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, although Vivo Travel shall use its reasonable efforts to secure reimbursement for you where possible.

Regarding group tours escorted by Vivo Travel, in the event of civil unrest or other safety concerns related to emergent situations, once Vivo Travel has investigated the prevailing situation, as it deems fit, it shall remain in Vivo Travel's sole and absolute discretion whether to proceed with any escorted trip or private departure, or to make alterations to the itinerary as Vivo Travel deems necessary.

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 Vivo Travel bears no responsibility for any changes.

17. CLIENT CONDUCT

Each participant in any trip escorted by Vivo Travel is expected to act responsibly and adhere to all behavior guidelines established by Vivo Travel and our Suppliers. Vivo Travel 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 or disrupts the general well-being of other clients on any element of your trip, or interferes with the operation or security of the places we visit. In any such case, there will be no refund.

When you book with Vivo Travel, 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 us 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 Vivo Travel 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.

18. CURRENCY FLUCTUATIONS

Currency exchange rates fluctuate. Prices are subject to change based upon currency exchange rate fluctuations, provided actual variations have occurred. Vivo Travel is not responsible for surcharges or foreign transaction fees imposed by Client's credit card or bank.

19. TRAVEL INSURANCE

VIVO TRAVEL 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, CANCELATION, 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, Client understands and agrees that if Client cancels or interrupts Client's travel for any reason, portions of the trip/tour may not be refunded and VIVO TRAVEL's and travel Suppliers' cancelation 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 VIVO TRAVEL, however if you decline to purchase insurance, VIVO TRAVEL will require that you execute an insurance waiver. VIVO TRAVEL 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. VIVO TRAVEL 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.

20. RESERVATION OF RIGHTS: 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.

21. GENERAL

The laws of the State of Pennsylvania govern these Terms and Conditions. You hereby consent to the exclusive jurisdiction and venue of courts in Allegheny County, Pennsylvania in all disputes arising out of or relating to travel bookings with Vivo Travel.

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 Vivo Travel with respect to travel bookings made with Vivo Travel by any means, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between Client and Vivo Travel with respect to communications with Vivo Travel. 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.