



TERMS AND CONDITIONS

Thank you for booking and/or traveling on an international travel package with In Good Company LLC d/b/a Jelani Travel (“JT”). These Terms and Conditions (the “Terms”) apply to any travel products and/or services you have booked with or purchased from JT, and govern the contractual relationship between you and JT with respect to any such travel products and/or services (hereinafter, the “Products”). Please read these Terms carefully as by booking any Product with JT, or by traveling on a JT Journey you acknowledge that you: i) have read and understand these Terms, and ii) indicate your express acceptance of and agree to be bound by these Terms. If you have confirmed a booking on any Products with more than one client named and booked on such booking, you shall be deemed to have accepted these Terms on behalf of all clients named in the booking (including minors and those under a disability) and traveling on or otherwise participating in any Products (hereinafter “you”, the “Client(s)”), and by such travel or participation all passengers indicate their assent to these Terms. The client who confirmed the booking is deemed to be the designated contact person for all other clients named in such booking. These Terms constitute the entire agreement between the Client and JT with respect to the subject matter thereof and supersedes all prior agreements, representations and understandings of the parties, written or oral.

1. THE BOOKING CONTRACT

A booking is confirmed and these Terms shall apply when JT, or an authorized agent acting on JT’s behalf, have received the applicable deposit from the Client and the Client has received written confirmation from JT of such booking. The Client confirming the booking must be no less than 21 years of age and agrees to provide full, complete and accurate information as requested by JT to confirm such booking. Any Client confirming a booking on any Products with more than one Client named and booked on such booking represents and warrants to JT that: i) they have all requisite consents and authority to make such booking on behalf of all other Clients named on the booking, and have communicated all necessary information to the other Clients in order for them to give free and fully informed authorization to do so; ii) the information that they are providing regarding all clients is complete and accurate, and they have obtained all necessary consents and permissions to share such information with JT for the purposes of completing the booking; and iii) they will inform all other named Clients on the relevant booking of the applicability of these Terms to the booking and the Clients’ relationship with JT.

At any time before a booking is confirmed, JT reserves the right to increase or decrease brochure prices of any Products. JT reserves the right to decline any booking, in their sole discretion.

2. MEDICAL CONDITIONS AND SPECIAL REQUIREMENTS

All Clients should consult their physician regarding their fitness for travel. JT encourages all Clients to seek their physician's advice regarding necessary or advisable vaccinations, medical precautions, or other medical concerns regarding the entirety of the Client's travel with JT. JT does not provide medical advice. Clients must notify JT in writing prior to the due date of their final payment for their booking of any medical conditions, pregnancy, disability or any other mental and or physical condition which may impact the Client's fitness to travel, and/or any continuing medical condition. Full disclosure of such information is a condition of traveling on any Product or in any capacity with JT. Certain Products may not be suitable for all people due to restrictions posed by limitations in mobility, physical or cognitive disability, pregnancy or various other physical or mental conditions. It is the Client's responsibility to assess the risks and requirements of each Product in light of such Client's limitations, physical and mental fitness and condition, and any medical requirements or issues of such Client. JT may refuse to carry pregnant women over twenty-four (24) weeks or Clients with certain conditions, if suitable accommodation or alternate Products or services cannot be arranged. Travel packages, as offered by JT, by its nature may involve visiting remote or less developed regions, where medical facilities may not meet the standards of those found in a Client's home country. The condition of medical facilities in the countries in which JT operates varies and JT makes no representations and gives no warranties in relation to the standard of such facilities or medical treatment in those regions. JT will endeavor to accommodate the special requests of Clients, such as dietary and accommodation requests, but such requests do not form part of these Terms or the contract between Client and JT and JT is not liable for any failure to accommodate or fulfill such requests.

3. CURRENCY

JT is not responsible for any fees incurred as a result of Client booking in a particular currency.

4. FINAL PAYMENT SCHEDULE/LATE PAYMENT/ACCEPTANCE OF BOOKING/CLIENT DETAILS

(a) Final Payment: Clients should refer to the confirmation email sent by JT and/or their applicable confirmation email for details regarding final payment for any Products booked. Payment of the balance of the price for any Product is due no less than thirty (30) days before the departure date of the first Product to depart (of the Products included in such booking). If full payment is not received by such due date, JT may change the rate payable for the Product, or may treat the booking of such Product as canceled and shall retain the amount paid on booking as a cancellation fee, at JT's sole discretion. If a Product is booked less than forty-five (45) days before the departure date of the first Product to depart (of the Products included in such

booking) then the full amount is payable at the time of booking in order for the booking to be confirmed. If, for any Product, payment terms differ from those outlined in this section, the applicable terms will be communicated to the Client prior to booking and shall also be detailed on the applicable invoice.

(b) Late Payment: Failure to make a payment within fourteen (14) days of the agreed upon date is a breach of contract and will result in the cancelation of your booked travel package. JT maintains the right to assign your spot to the next eligible client on the waitlist.

(c) Client Details: As a condition to valid confirmation of any booking with JT (including all Products) the Client must provide all necessary information as requested by JT along with their final payment. If the Client fails to provide such information prior to thirty (30) days before the departure of the purchased Product, an Administrative Fee will be charged to the Client, and JT reserves the right to treat such booking as canceled and levy any cancellation fees deemed reasonable by JT, in its sole discretion. The information required from each Client will vary by Product purchased, and the requirements will be communicated to the Clients during the booking process.

(d) Credit Card Charges: JT is not responsible for any charges levied or charged by third parties and/or financial institutions and payable by the Client as a result of credit card or other payment transactions in connection with the purchase of Products and will not refund or return any fees charged by such third parties in connection with payments made by Clients to JT.

5. CANCELTATION BY THE CLIENT

Trips are non-refundable and non-transferable.

Payment Plan Policy

1. Three consecutive failures to pay scheduled installments will be subject to late fees up to \$200, trip cancellation and loss of 100% of trip package price.
2. Total balance must be paid at least 90 days prior to the trip start date, or be subject to late fees up to \$200.
3. If total balance is not received at least 60 days prior to the trip start date, the trip will be subject to cancellation and loss of 100% of trip package price.

6. CANCELTATION OF A TOUR BY JT

JT will not cancel a booking on any tour Product once confirmed, in accordance with these Terms, except for reasons of 'Force Majeure', which shall be defined as unusual or unforeseen circumstances outside of the reasonable control of JT. When a tour is canceled by JT before the agreed date of departure for reasons not arising from the fault or negligence of or within the reasonable control of the Client, the Client shall have the choice of:

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(i) accepting from JT a substitute tour Product of equivalent or superior value, where such substitute is reasonably available;

(ii) accepting from JT a substitute tour of lower value if no tour of equivalent or superior value is reasonably available, and to recover from JT the difference in price between the price of the tour originally purchased and that of the substitute tour; or

(iii) accept from JT full refund of all monies paid for the canceled tour Product(s) less the deposit or any additional funds that cannot be recouped from suppliers.

JT is not responsible for any incidental expenses or consequential losses that the Client may have incurred as a result of the canceled booking such as visas, vaccinations, non-refundable flights or rail, non-refundable car parking or other fees, loss of earnings, etc. Where, after departure, a significant element of the Product(s) as described cannot be provided, JT will make suitable alternative arrangements for the continuation of the trip Product(s). If it is not possible to provide a suitable alternative or the Client reasonably rejects any suitable alternatives, JT will provide the Client a refund of unused Products or Product portions.

7. UNUSED SERVICES

JT shall not offer or pay any discounts or refunds for missed or unused services which were missed or unused by the Client due to no fault of JT or its JT Team Members, which shall include any termination of the Client's participation in the tour Product due to the Client's own fault, negligence or breach of these Terms.

8. PRICES, SURCHARGES AND TAXES

Due to the nature of travel and the prices of the resources on which it depends, the published price of any Product is subject to change at any time, before or after booking confirmation, up to thirty (30) days before the departure of such Product. After a Confirmation Invoice has been issued by JT to the Client, JT reserves the right to impose surcharges on any Product(s), but only for reasons arising from increases in transportation costs, fuel costs, dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airport charges, local operator costs, currency and exchange fluctuations, increases in taxes, or government action which impacts the price of the applicable Product(s). JT shall provide notice to the affected Client as soon as reasonably possible upon learning of the necessity to impose a surcharge in accordance with this section.

Where the increase in price is greater than seven percent (7%) of the price of the applicable Product, upon receiving notification from JT the affected Client(s) may elect to either:

(i) cancel the applicable Product booking without incurring any penalty; or

(ii) accept the change of price.

The Client must notify JT of their election within fourteen (14) days of receipt of notice of the increase, or they shall have been deemed to have accepted the price change and have accepted liability for payment of the increase.

Tours are priced and advertised exclusive of applicable sales taxes and such taxes will be advised to Client at the time of booking and itemized on subsequent invoicing.

9. VALIDITY

The prices of Products advertised on the JT website are based on costs in effect at the time of posting to the website. JT reserves the right to alter prices of any Product at any time prior to receipt of payment in full for such Product. All dates, itineraries and prices are indicative only and the price quoted at the time of Booking shall be the applicable price, subject to the surcharges that may be levied in accordance with Section 8, above. Changes, revisions, or other amendments may be made to the particulars contained on the JT website before a contract is concluded, and such changes, revisions or amendments shall be incorporated herein as of the date of such amendment.

10. FLEXIBILITY

The Client acknowledges by booking a Product and/or agreeing to travel with JT that the nature of this type of travel requires considerable flexibility and acknowledges that they will permit reasonable alterations to the Product and/or itinerary by JT. The Client acknowledges their understanding that the route, schedules, itineraries, amenities and mode of transport may be subject to change without prior notice due to circumstances or events, which may include sickness or mechanical breakdown, incidents in the location where the Product will be operated, flight cancellations, strikes, events emanating from political disputes, entry or border difficulties, extreme weather and other unpredictable or unforeseeable circumstances which are beyond the reasonable control of JT.

11. CHANGES

(a) Trip details: The itinerary is a general guide to the tour and region and any mention of specific destinations is not a guarantee that they will be visited or encountered, nor does it form part of the contract between the client and the operator. Although the itinerary has been organized with care and details are provided in good faith, JT may make improvements that stem from, but are not limited to, weather changes, local factors, past travelers' comments, research and other reasonable factors. As a client, you also expressly acknowledge and assume responsibility for inherent risks associated with physical activities you participate in.

(b) Changes made by JT: While JT will endeavor to operate all Products as advertised, reasonable changes in the itinerary of any Product may be made where deemed necessary or advisable for operational reasons by JT, in its sole discretion. If JT makes a Material Change

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(defined as a change affecting at least one (1) in three (3) full tour days of the itinerary, or which materially affects the character of the Product in its entirety) to any Product, JT will inform the Client(s) booked on such Product of any Material Change as soon as reasonably possible, provided that there is sufficient time before departure to properly notify all affected Clients. If a Material Change is made more than fourteen (14) days prior to departure, the affected Client may elect to:

(i) accept the Material Change and proceed with the amended Product;

(ii) book another Product of equivalent or greater value, if available (Client shall be responsible for paying any difference in price between the amended Product and the Product booked in its place);

(iii) book another Product of a lower value, if available, with a refund payable to the Client of the difference in price; or

(iv) cancel and receive a full refund of all monies paid in respect of the land-only portion of the applicable Product (and for clarity, this shall not extend to additional Products booked by the same Client which are not subject to any Material Change).

The affected Client must notify JT of their decision in writing within seven (7) days of receiving the notification of alteration, or they shall have been deemed to accept the Material Change and deemed to have agreed to the amended Product itinerary.

If any Material Change arises from reasons of Force Majeure, as herein defined, the Client shall be entitled to recover only the costs of the Product recoverable by JT.

Once a Product excursion has departed, changes to such Product's itinerary may be necessary or advisable as a result of unforeseen circumstances or other reasons related to effective Product operation, health, safety, Client enjoyment, or Client comfort. Any such changes are at the discretion of the JT Team Member and any indirect costs incurred as a result will be the responsibility of the Client. The Client acknowledges that they must have reasonable financial resources to cover incidental expenses on every Product on which they travel, whether or not they arise from a change in the itinerary or from the travel itself, and that JT shall not be liable for any Client's failure to prepare adequately for their travel and unforeseen circumstances which may arise during such travel.

JT will not be liable for any indirect and or consequential losses associated with any changes to a Product's itinerary.

(c) Changes made by the Client: Client may contact JT directly by email, to correct any errors in Client's personal information recorded on their booking. Client is responsible for ensuring that information provided to JT in making their booking is accurate, up-to-date, and correct. A one-time transfer from one Product tour to another may be made one-hundred and twenty (120) days or more prior to departure of the applicable Product for a fee of \$199, subject to Product availability and approval by JT. If such transfer request is approved by JT and the Client has

transferred to (i) a more expensive Product tour, Client shall pay the difference in price between the cost of Client's original Product tour and the new Product tour; or (ii) a less expensive Product tour, Client shall not be eligible for a refund of the difference in price between the cost of Client's original Product tour and the new Product tour. Any request to transfer received less than 120 days before departure of the applicable Product will not be accepted and Client must cancel the Product booking in accordance with the cancellation terms herein and create a new booking for any other Products. The Client may only transfer a booking to a departure date 12 months from the original date of purchase. Any changes to the traveling Client's name on any Product booking are subject to JT's approval and applicable Administrative Fees may apply, which will be payable by the Client.

(d) Other Changes: Any changes to a file will depend on availability and will be on a request basis and subject to JT's approval. Any extra costs incurred for making the change will be charged to the Client along with an Administrative Fee. No changes are permitted to any booking within fourteen (28) days of departure of the first Product to depart under the applicable booking.

12. AIRFARE

Product tour prices do not include international airfare or any other flights unless expressly mentioned in the inclusions.

(a) Quotes: All quotes are in US Dollars, unless otherwise stated. JT Client Concierge staff will quote the best price available at the time of quoting for the travel dates requested. Quotes provide an indicative price only, and represent no price commitment by JT.

(b) Options: The Client may hold an option on a flight with JT through our commissioned concierge. This option guarantees the seat at the quoted price for the same business day. After close of business that day (5pm EST, Monday to Friday) if the option is not confirmed, the option is deemed to have expired and is no longer valid.

(c) Price changes: Until tickets are issued, the JT Client Concierge team reserves the right to change prices in the event of any price increase for any reason including, but not limited to, airfares wrongfully quoted due to system error, the price of fuel and/or currency fluctuations or government taxes or levies, or any other cause whatsoever.

(d) Full payment: Full payment must be paid before the option period described in (b), above, expires to guarantee the reservation at quoted price and secure applicable tickets. By making full payment, the Client agrees that they accept the air travel arrangements as requested at the total price quoted. Cancellation fees will apply if the Client subsequently decides to cancel after any ticket has been issued.

(e) Changes & cancellations: Unless otherwise stated, airline tickets are 100% non-changeable & non-refundable once tickets have been issued. Changes made prior to ticket issuance may be applied at the JT Client Concierge team's sole discretion, and will also be subject to administrative fees, as applicable, to be payable by the Client.

(f) Flight reconfirmation: Client is responsible for confirming flight times, numbers, and details at all times to ensure a timely departure. JT is not responsible for any change to airline schedules or flight numbers after tickets have been issued. Clients may contact appropriate airline or airport information sources in order to obtain relevant up to date flight information.

(g) Airline tickets: Once issued, all airline tickets are non-transferable and valid only for the dates and routings shown. If an airline ticket is lost, the client is responsible for the full cost of a new ticket and any changes that may occur in replacement.

(h) Airline, airport or weather delays: JT is not responsible for any additional expenses or loss that may arise from airline, airport or weather delays. JT will not reimburse for any additional expenses incurred by the Client as a result of such events or delays. JT will not refund any unused portion of air tickets purchased in the event of such delays or due to any reasons beyond its direct control.

13. ACCEPTANCE OF RISK

The Client acknowledges that the nature of Product tours may involve a significant amount of risk to Clients' health and/or safety. The Client hereby assumes all such risk and does hereby release JT from all claims and causes of action arising from any damages or injuries or death resulting from these risks inherent in travel, visiting foreign destinations, and participating in adventurous activities such as those included in Product itineraries.

Accommodation, transportation, activities and excursions, and other components of JT Products will be arranged by JT with suppliers local to the region where the Product operates, who may themselves engage the services of local operators and/or sub-contractors. Standards of hygiene, accommodation and transport in some countries where Product tours take place are often lower than comparable standards than what the Client may reasonably expect in their home country or region. JT at all times endeavors to appoint reputable and competent local suppliers and to comply with all applicable laws and regulations concerning health and safety in the regions where Product tours operate. The terms and conditions of all suppliers of Product components will be applicable to the Product component provided by such supplier and are expressly incorporated into these Terms. These may limit or exclude liability of the supplier. The liability of JT will not exceed that of any supplier of any Product component. The components that make up each Product tour shall be regarded as having been satisfactorily performed and delivered solely in reference to the regulations and laws concerning health and safety in the applicable jurisdiction where such component is operated.

14. AUTHORITY ON TOUR & CLIENT RESPONSIBILITY

At all times the decision of the JT Team member(s) or other designated representative(s) will be final on all matters regarding safety and well being of Clients and operational requirements of the Product tour. By traveling with JT, the Client agrees to abide by the authority of the Team Member or designated representative. The Client must at all times strictly comply with all applicable laws and regulations of all countries and regions visited on the applicable Product

tour. If the Client is affected by any condition, medical or otherwise, that might affect Client's ability to travel or participate in adventure travel activities, Client's enjoyment of the Product tour being booked, the ability to travel or enjoyment of any other Clients on the Product tour, or the treatment to be administered to the Client in any emergency situation, the Client must advise JT at the time of booking along with any other documents reasonably requested by JT to ensure the health and safety of all Clients who travel with JT. Should the Client fail to comply with the above or commit any illegal act when on the Product tour or, if in the opinion of the JT Team Member (in his/her and/or JT's sole discretion), the Client's behavior is causing or is likely to cause danger, distress or material annoyance to others, JT may terminate that Client's travel arrangements on any Product immediately without any liability on JT's part and the Client will not be entitled to any refund for unused or missed services or costs incurred resulting from the termination of the travel arrangements, including, without limitation, return travel, accommodations, meals, and/or incidentals.

Clients agree that they are responsible for any costs incurred by JT, JT's suppliers or JT's partners, as a result of damage, destruction, theft, or excess cleaning fees related to Client's accommodation, transport, or other use of facilities while on the Product tour. Clients agree to immediately report any pre-existing damage of this kind to staff of the accommodation, transportation service, or facility (as appropriate) and/or a JT representative as soon as possible upon discovery by the Client.

Client agrees to take all prudent measures in relation to their own safety while on any JT journey, including, but not limited to, the proper use of safety devices such as seatbelts, harnesses, and helmets, and obeying all posted signs and warnings in relation to Client health and safety. JT shall not be liable for any failure on the Client's part to comply with this paragraph.

15. TRAVEL DOCUMENTS

(a) Valid Passport: The Client is entirely responsible for securing and must be in possession at all times while on a Product tour of a valid passport required for entry, departure and travel to each country or region visited or traveled through throughout the itinerary of the applicable Product tour, and for re-entry to the Client's country of residence or departure (passport must be valid six (6) months past the last date of travel with JT), as well as all visas, permits and certificates including vaccination certificates and insurance policies, required for entry into all regions and participation in all parts of the Product tour itinerary. The Client accepts full responsibility for obtaining all such documents, visas and permits prior to the start of the Product tour, and is solely responsible for any adverse consequences resulting from missing or defective documentation. Client agrees that they are responsible for the full amount of any loss or expense suffered or paid by JT or any of its third party suppliers which are a direct result of the Client's failure to secure proper travel documentation. Any information or advice given by JT regarding visas, vaccinations, climate, clothing, baggage, special equipment, etc. is purely advisory, provided as a courtesy to the Client, and JT is not responsible for any errors or omissions in the information provided, or in the information provided to Clients by third parties such as government or travel authorities.

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(b) Documents: Please note that all travel documents for Products such as vouchers, itineraries and invoices will be sent electronically and via email to the e-mail address provided on booking. JT reserves the right to impose an administration fee on those Clients who wish to receive their travel documents by other means.

(c) Trip Details: The Client acknowledges that due to the changing nature of travel, they are responsible for keeping up to date on the details of their travel on the JT website, including, but not limited to checking the website at least seventy-two (72) hours prior to departure to ensure the Client has the most current Trip Details as minor changes may have been made since the tour documents were originally provided by JT.

16(A). COVID-19 WAIVER OF LIABILITY

In Spring 2020, the World Health Organization (WHO) declared the Novel Coronavirus (COVID-19) a worldwide pandemic. The Center for Disease Control (CDC) issued several preventative measures to combat the virus, such as frequent hand washing, wearing a mask or face covering and keeping at least 6 feet away from others. If contracted, this virus has the ability to cause the traveler serious and severe illness. For more information on the COVID-19 virus, please visit the CDC website at www.cdc.gov.

I understand and agree to the following:

1. COVID-19 is a highly contagious virus that can be spread via person to person contact;
2. After reasonable inquiry, Jelani Travel provided me with the best available information regarding the pandemic-protective policies and practices of the vendors and suppliers in my travel itinerary.
3. Supplier(s) of Jelani Travel may have policies in place to help prevent the spread of COVID-19. Jelani Travel is not the drafter or holder of those policies and I understand that these policies can change at any time;
4. I understand that the supplier(s) may not apply those policies as diligently as the policies suggest and even if the supplier makes a good faith effort to enforce its good practices, some travelers may simply refuse to cooperate;
5. I understand that each state/country institutes their own pandemic protective policies and regulations. I further understand that I am responsible for knowing, understanding and abiding by the pandemic protective policies and procedures regarding COVID-19 of all state(s)/ country(ies) listed in my travel itinerary, including any policy updates. I also understand that I may be denied entry into the country for reasons within or outside of my control;
6. I understand that by traveling, I can be subject to voluntary or involuntary quarantine either at home or in the traveled location(s);
7. I am responsible for knowing, understanding and abiding by the pandemic protective policies and procedures regarding COVID-19 of all vendors used in my travel itinerary, including any policy updates;
8. With full awareness and appreciation of the risks involved, I, for myself, and on behalf of my traveling companions, including, but not limited to, my family, spouse, estate, heirs, executors, administrators, assigns, and personal representatives, assume all risks of travel and hereby forever hold harmless, waive, discharge, and release

Jelani Travel, agents, independent contractors, affiliates, employees, successors, and assigns (collectively the "Released Parties") from any and all liability, claims, demands, actions, and causes of action, directly or indirectly arising out of or related to any loss, damage, or injury, including death, that may be sustained by me related to COVID-19 whether caused by the negligence of the Released Parties or any third-party vendor or supplier partnering with Jelani Travel.

9. I agree to indemnify, defend, and hold harmless the Released Parties from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses, and/or liabilities (including attorney fees) arising either directly or indirectly from or related to any and all claims made by or against any of the Released Parties due to bodily injury or harm, death, loss of use, monetary loss, or any other injury from or related to my use of Jelani Travel services, or the services of travel Jelani Travel suppliers or vendors, specifically related to COVID-19.

16 (B). FORCE MAJEURE

JT shall not be liable in any way to the Client for death, bodily injury, illness, damage, delay or other loss or detriment to person or property, or financial costs both direct and indirect incurred, or for JT's failure to commence, perform and/or complete any duty owed to the Client if such death, delay, bodily injury (including emotional distress or injury), illness, damage or other loss or detriment to person or property is caused by Act of God, war or war like operations, mechanical breakdowns, terrorist activities or threat thereof, civil commotions, labor difficulties, interference by authorities, political disturbance, howsoever and where so ever any of the same may arise or be caused, riot, insurrection and government restraint, fire, extreme weather or any other cause whatsoever beyond the reasonable control of JT; or an event which JT or the supplier of services, even with all due care, could not foresee.

17. INSURANCE

CLIENT ACKNOWLEDGES THAT IT IS MANDATORY THAT ALL CLIENTS OBTAIN TRAVEL INSURANCE WITH A MINIMUM MEDICAL EVACUATION AND REPATRIATION COVERAGE OF USD \$200,000 covering all applicable dates of any travel with JT and this insurance must cover personal injury and emergency medical expenses. Thirty days before the departure of each Product tour, JT will verify that all Clients have such insurance in place and coverage as per the required amounts above. It is strongly recommended and encouraged that Clients also extend their coverage to include cancelation, curtailment, and all other expenses that might arise as a result of loss, damage, injury, delay or inconvenience occurring to the Client. JT shall have no liability for loss, theft of or damage to baggage or personal effects of Clients while participating in a Product tour. Clients should not leave personal belongings unattended in any public areas, on board any mode of transportation, or elsewhere, and are responsible at all times for their own effects and belongings. JT cannot accept responsibility for and in no event shall be liable for loss or damage of valuables or other articles left in or on facilities used by JT such as hotels, home-stays, vessels, expedition vehicles, or any other mode of transportation. Client acknowledges that the cost of the Product tour does not include any insurance coverage for such Client, and that the Client is required to obtain separate coverage at an additional cost to the Product tour price. When obtaining travel insurance the Client must ensure the insurer is

aware of the type of travel to be undertaken so that the insurer may properly cover travel on the applicable JT Product.

18. DISCOUNTS AND PROMOTIONS

All discounts and any reduced pricing and/or promotional benefits are applied at JT' sole discretion. From time-to-time JT may offer reduced pricing on selected Product tours. The reduced pricing applies strictly to new bookings, and bookings that have already been confirmed (which for these purposes shall mean bookings in respect of which payment has been made in full or in part and has been received by JT) are not entitled to the reduced pricing. Clients agree that if they have previously canceled a booking in their name for a Product, they shall not be entitled to re-book on the same or any similar Product tour with any promotion or discount applied, even in the event that they may appear otherwise entitled to such discount.

19. CLAIMS AND COMPLAINTS

Client agrees to bring any complaints regarding a Product to JT as soon as possible in order to provide JT with the opportunity to address such complaints properly. Client agrees to inform the JT Team Member at the earliest opportunity, or to inform JT's Operations Manager or JT's Client Concierge department directly. JT assumes no liability for complaints that are not properly brought to the attention of JT with sufficient notice for JT to resolve or attempt to resolve any Client complaints. Any complaint made after the completion of a Product tour must be received in writing by JT directly at info@jelaniwomen.org within thirty (30) days of the end of the tour. Client acknowledges and agrees that JT will not accept any liability for claims received after this period.

20. CLIENT RESPONSIBILITY

The Client acknowledges that depending on the nature of the Product booked, or the location(s) in which such Product is to operate, there may be a significant degree of personal risk involved in travel on the Product. There are dangers inherent to adventure travel generally and Client acknowledges they have considered such risk to health and safety and are willing to assume it, by confirming their booking of such Product. The Client acknowledges she or he has considered the potential risks, dangers and challenges in light of their own personal capabilities and needs, and expressly assumes the risks attendant to travel under such conditions. The Client acknowledges and agrees that JT is not responsible for providing information or guidance to the Client with respect to local customs, weather conditions, specific safety concerns, physical challenges or laws in effect in any locations where Products are operated, and JT strongly encourages that Clients locate or make contact with his/her local embassy or consulate in each destination prior to departure on any JT Product.

21. EXTRAS

Extras (which for the purposes of this section mean any activity, transportation, meal, or any other product or service not expressly included in the Product description or itinerary, or in the price of the Product) do not form part of the tour or Product. Client agrees that any assistance

given by the JT Team Member or other JT representative in arranging, selecting, or booking any Extras is purely at the request of the Client, and JT makes no warranties regarding such information and expressly disclaims any liability whatsoever arising from any Extras or participation thereon by any Client, or any information provided by any JT representative or JT Team Member regarding any Extras. Accordingly, the Client hereby releases JT from all claims and causes of action arising from any damages, loss of enjoyment, inconvenience, or injuries related to Extras.

22. LIABILITY

JT is not responsible for any damages, expenses, losses, or claims which are attributable to the fault of any Client, the unforeseeable or unavoidable act or omission of a third party unconnected with the provision of any services that form any part of the Product(s), or a force majeure event (as herein defined).

THE CLIENT MUST COMMUNICATE AT THE EARLIEST OPPORTUNITY, IN WRITING, to JT ANY SUCH FAILURE THAT THE CLIENT ALLEGES HAS OCCURRED. In the event that any loss, death, injury or illness is caused by the negligent acts and/or omissions of JT or of the third-party suppliers of any services which form part of the Contract, then JT limits its liability and any liability JT may incur for the negligent acts and/or omissions of its suppliers shall be limited to a maximum of the price which the Client paid for the Product, not including insurance premiums and administration charges. JT will not at any time be liable for any loss of or damage to valuables of any nature. The Client agrees that they shall be precluded from making a double recovery by making the same claims and seeking recovery against JT and its suppliers, contractors or other third parties.

23. SUPPLIERS

Hotels, shuttle services or other constituent elements of a Product will be arranged by JT with suppliers local to the regions in which the Product operates, who may themselves engage the services of other local operators and/or sub-contractors. JT will at all times endeavor to appoint reputable and competent local suppliers. The terms and conditions of the suppliers will be applicable and are expressly incorporated into these Terms, and the Client assents to those terms and conditions and the limitations and obligations contained therein. These may limit or exclude liability of the supplier. The liability of JT will not exceed that of any supplier. All suppliers will be selected and assessed by JT in reference to local laws and regulations in the relevant country of operation. Neither JT nor any carrier is liable for the acts or omissions of any independent contractors.

24. SEVERABILITY

In the event that any term or condition contained herein is unenforceable or void by operation of law or as being against public policy or for any other reason then such term or condition shall be deemed to be severed from these Terms or amended accordingly only to such extent necessary to allow all remaining terms and conditions hereof to survive and continue as binding. If any

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provision of these Terms is found to be so broad as to be unenforceable, such provision shall be interpreted to be only so broad as is enforceable. The invalidity of any provision hereof shall in no way affect the validity or enforceability of any other provision.

25. CONTRACT PARTIES, SUCCESSORS AND ASSIGNS

These Terms shall inure to the benefit of and be binding upon JT and the Client and their respective heirs, legal personal representatives, successors and assigns, as well as anyone named in any booking made by the booking Client on whose behalf the Client is purchasing any Product.

JT, exists under, and is pursuant to, the applicable laws of Alabama.

26. APPLICABLE LAW

The Contract and these Terms are subject to the laws of Alabama, and all Clients submit to the exclusive jurisdiction of the courts located in Autauga County, Alabama, United States for the resolution of any dispute under these Terms or concerning a Product.

27. PRIVACY POLICY

JT's website(s) uses tracking cookies in order to enhance user and booking experience. Your use of JT's website(s) indicates your assent to such use in accordance with JT's Privacy Policy. In addition, JT must collect personal information from Clients in order to give effect to any booking, to deliver the Products and any collateral services and to assist in evaluating such Products. JT takes care to safeguard all Client information and protect the privacy of all of our Clients. JT collects, uses and discloses only that information reasonably required to enable us to provide the particular Product or service that you have requested, to maintain our customer/visitor lists and/or to respond to your inquiries or feedback and for other purposes further described in JT's Privacy Policy and is expressly incorporated into these Terms. In particular, JT may share your information, as necessary, with our third-party suppliers and operators who deliver services or component parts of a Product to Clients, in order to enable them to provide such products and services. All such third parties are bound by confidentiality obligations and shall treat all information received from JT in accordance with our Privacy Policy. By submitting any personal information to JT, Clients indicate their acceptance of the terms of JT's Privacy Policy.

28. ONLINE BOOKINGS

All online reservations shall be deemed as booked in the United States, and shall be subject to United States law and jurisdiction.

29. IMAGES AND MARKETING

The Client agrees that while participating in any JT Product, images, photos or videos may be taken by other Clients and/or JT representatives or JT Team Members that may contain or

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feature the Client in part or in whole. The Client acknowledges that they consent to any such pictures being taken and agree that Client hereby grants a perpetual, royalty-free, worldwide, irrevocable license to JT, its affiliates and assigns, to reproduce for any purpose whatsoever (including marketing and promotions), in any medium whatsoever, whether currently known or hereinafter devised, without any further obligation to the Client or compensation payable to such Client.

30. REFUSAL OF SERVICE

JT retains the right to refuse service to any Client at any time, for any lawful reason whatsoever, in its sole discretion.

31. AMENDMENTS

JT reserves the right to update and/or alter these Terms at any time, and shall post the amended Terms on the JT website (www.gojelanitravel.com). Any such amendment shall take effect seven (7) days following its posting to the JT website. The latest Terms, as amended, may be accessed any time on JT's website, or will be sent to Client upon their written request to JT. Clients shall be deemed to have accepted any amendments to these Terms on the date that is seven (7) days after their posting on the JT's website. JT recommends that all Clients refer to the Terms prior to their travel to familiarize themselves with the most up-to-date version hereof.

32. MISCELLANEOUS

Clients purchasing from the waitlist must purchase from the full payment plan. Unless otherwise mentioned, roommates will be selected at random.