

## Million Miles Travel Agency, LLC

### CONSUMER AGREEMENT

These terms and conditions (the "Agreement") describe what you are legally entitled to expect from us when you purchase travel related services through us, in addition to your obligations as a customer. The terms "we", "us" and "our" refer to Million Miles Travel Agency, LLC. The term "you" refers to the customer visiting our website, booking a reservation through us or otherwise using our services.

#### 1. OUR AGREEMENT WITH YOU

##### **PRODUCTS AND SUPPLIERS**

We sell a variety of travel related products from different Suppliers and service providers ("Suppliers"). Each Supplier has its own terms and conditions that are applicable to your particular arrangements in addition to our general terms and conditions, and you should make sure you understand them. Our website, which is referred throughout this Agreement, can be found at [www.millionmilestravel.com/legal](http://www.millionmilestravel.com/legal).

Million Miles Travel Agency, LLC is acting as a "Booking Agent" for products and services that are not directly supplied by us (e.g., air carriage and ground transportation, hotel accommodations, meals, tours, cruises, etc.). We are not a co-vendor of such products and services. You will be entering into a separate contract with such Suppliers in connection with such products and services.

All airlines tickets are subject to supplemental price increases that may be imposed after the date of purchase. Post-purchase price increases may be applied due to additional costs imposed by a supplier or government. You may be charged additional sums by Million Miles Travel Agency, LLC to offset increased fees, fuel surcharges, taxes, and fluctuations in foreign exchange markets or any combination thereof.

Acceptance of these terms and conditions hereby consent you to any post-purchase price increases and authorize Million Miles Travel Agency, LLC to charge my credit card for such additional amounts.

##### **DEPOSITS AND PAYMENTS**

Any deposits from you are non-refundable. Payment of a deposit enables us to hold a reservation for you but does not guarantee the price. The price can only be

guaranteed once we receive full payment and other travel documents have been issued, subject to any terms and conditions of the Supplier. We will advise you of the date that full payment is required. Upon your provision of your payment information, you are authorizing us to make the payment arrangements with the corresponding Suppliers.

We reserve the right to refuse personal checks as a method of payment. After full payment, the conditions of the contract with your Supplier may permit them to increase the cost of your arrangements.

As we are acting as your Booking Agent, we will pass on any such increase to you as we become aware of such increase. Subsequently, you are not guaranteed a lower price if at any time prior to your travel the price decreases. 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.

### **COMMUNICATING WITH YOU**

We will make every reasonable effort to communicate with you via the phone numbers, email addresses, mailing addresses, or other means as provided.

### **AGENCY PLANNED TOURS (IF APPLICABLE)**

From time to time, Million Miles Travel Agency, will offer pre-planned itineraries available for purchase to travelers. These pre-planned tours will differ from tours contracted by individual travelers. These pre planned itineraries have been expertly designed for the destination and will include but is not limited to: hotel or cruise accommodations, preplanned activities, some meals, and include taxes and fees.

You agree and acknowledge that any prices quoted or advertised are subject to change and that the Agency can not guarantee continued availability of specific rooms/cabins, air schedules, or pricing. The Agency will not be responsible or obligated to honor any erroneous, outdated, or unavailable rooms, air schedules, or pricing.

You agree and acknowledge that payment for individual rooms is the sole responsibility of individual guests. The required **non refundable** deposit to hold an individual room depends upon the particular planned tour. No room will be held until the required deposit is submitted to the Agency.

The traveler will be subject to a payment and cancellation schedule which will be conspicuously posted on the website or flyer promoting the planned tour.

If the individual guests do not make final payments on time, their individual travel arrangements will be cancelled and the individual guest will forfeit any payments made earlier and the guest will be denied access to the booked travel services, subject to the application of local laws in the jurisdiction cited below in this agreement. In such an event, we will not be responsible in any way for lost deposits, incurred expenses or fees, or other lost monies.

Suppliers may impose supplemental price increases after we book travel plans (e.g., additional governmental taxes and fees, fuel surcharges, currency market fluctuations). Once the supplier contacts the Company, we will notify you and guests that have booked travel arrangements. All booked guests are responsible for paying these post-booking price changes. Any additional monies due will be added to the final payment amount due subject to applicable local laws.

### **CONTRACTED GROUP BOOKINGS (IF APPLICABLE)**

After you have approved the proposed travel itinerary, we will complete Exhibit A which will be retained in your travel and will be incorporated as a part of this agreement and will be signed and dated by both parties and will be deemed to be a part of the original agreement.

The exhibit will include the name of the resort, hotel(s), or ship, your travel dates, the number of rooms/cabins, the categories available for each room/cabin, the occupancy rate (single/double/triple/quad), deposit deadlines, and final payment deadlines. The total number of nights times the total number of rooms will be deemed the "room block".

Payment for the room block is the sole responsibility of the leader. Individual payments made by guests will be credited towards the room block. Any refunds made to individual guests will be deducted from the room block.

You agree to make required payments for your Room Block on time and in full. If you do not make the required deposit, we will not make any reservations. If you do not make the final payment on time, your travel arrangements will be canceled, you will forfeit any payments made earlier, and you will be denied access to the booked travel services, subject to the application of local laws of New York. In such an event, we will not be responsible in any way for lost deposits, incurred expenses or fees, or other lost monies.

Suppliers may impose supplemental price increases after we book your travel plans (e.g., additional governmental taxes and fees, fuel surcharges, currency market fluctuations). Once the supplier contacts the Agency, we will notify you. You are responsible for paying these post-booking price changes. Any additional monies due will be added to the final payment amount due subject to applicable local laws.

Any desired changes to your Room Block must be requested in writing by all parties signing this agreement. Any changes (whether due to additional persons, additional rooms, date changes, etc.) may result in a change in the rate per person and the overall cost of the trip. Additions and changes will be based on availability. You agree to pay any price increase due to such a change (which will not be cause for canceling this agreement).

To cancel the entire Room Block, all parties signing this agreement must notify us in writing. If we do not receive this written notice and any applicable cancellation penalties are not paid, the group will not be considered canceled and may be subject to additional penalties until all required paperwork is received in its entirety.

The cancellation charge will be the sum of the penalties per person (based on the number of rooms in the Room Block), depending on when we actually receive your written cancellation notice.

No exceptions to our cancellation fees can be made for any reason, including illness, inability to travel, government travel warnings, or fear of terrorism.

If you are a "no show" for any reason (including flight cancellations or missed connections), we will consider the entire Room Block canceled and we will charge the cancellation fees set forth in Exhibit A. If other guests arrive, their rooms/cabins will be subject to availability at then-current rates.

Once you have canceled the entire Room Block, you can no longer utilize the room reduction policy. The cancellation penalty will apply only to the total number of rooms held as of the cancellation.

### **FLEXIBLE GROUP BOOKINGS (IF APPLICABLE)**

After you have approved the proposed travel itinerary, it will be attached as Exhibit A. The proposed itinerary will be signed, dated, and affixed to this contract and will be deemed to be a part of the original contract.

You agree and acknowledge that any prices quoted at the onset of this agreement is subject to change and that the Company cannot guarantee continued availability of specific rooms, air schedules or pricing.

You agree and acknowledge that payment for individual rooms are the sole responsibility of individual guests. If the individual guests do not make the required deposit we will not make any reservations up until such time that a deposit is made. If the individual guests do not make final payments on time, their individual travel arrangements will be cancelled and the individual guest will forfeit any payments made earlier and the guest will be denied access to the booked travel services, subject to the application of local laws in the jurisdiction cited below in this agreement. In such an

event, we will not be responsible in any way for lost deposits, incurred expenses or fees, or other lost monies.

Suppliers may impose supplemental price increases after we book travel plans (e.g., additional governmental taxes and fees, fuel surcharges, currency market fluctuations). Once the supplier contacts the Company, we will notify you and guests that have booked travel arrangements. All booked guests are responsible for paying these post-booking price changes. Any additional monies due will be added to the final payment amount due subject to applicable local laws.

## **DOCUMENTATION**

Our general practice is to send documents to our customers electronically whenever possible.

## **TRAVEL CHANGES AND CANCELLATIONS**

Where a change requested by you to your travel arrangements is permitted and possible, our standard service fees will apply in addition to any additional Supplier charges.

The Standard Service Change Fees are as follows:

All Inclusive Booking: \$50 per person

Independent (FIT) Booking: \$250 per person

Please note that all reservation changes are subject to availability and the terms and conditions of the product purchased.

Changes to name details are not allowed by many airlines and other Suppliers. While we will make every possible attempt to make such a change if necessary, please bear in mind that most airlines and Suppliers treat a name change as a cancellation, to which standard conditions and charges would apply.

We will ensure that you are promptly notified of any significant changes once we become aware of such change if there is time before your departure, but we accept no liability for any changes or costs incurred that may result.

Subject to the supplier's terms and conditions, you will then have the choice of accepting the change of arrangements, accepting an offer of alternative travel

arrangements if one is made available by the Supplier, or canceling your booked arrangements.

If you arrive at an airline ticket or passenger check-in counter with your confirmed ticket and find that the airline shows no reservation for you – do not leave the counter. Check your ticket. If the status box shows "OK" for the flight in question, the airline policies typically require them to accommodate you on that flight, or if that is not possible, they must either find you a substitute flight or pay you denied boarding compensation. If necessary ask to speak to a supervisor.

If you have booked a flight and we are alerted to a significant schedule change by your airline before you leave the United States, we will contact you by email to advise you of this. Please ensure that you have given your contact email address to us and that you regularly check for messages before you leave. We have no control over airline schedule changes and accept no liability for costs which may arise as a result of such changes.

After you have left the US, it is your responsibility to check with the airline that any onward flights you have confirmed are operating as booked. We strongly recommend that you contact your airline at least 72 hours before the scheduled departure of each flight to do this. Please note that for some airlines it is mandatory to confirm with them your intention to fly.

Flights must be taken in the sequence they appear on your ticket or e-ticket confirmation. If you plan not to take a flight as it is booked, please contact the airline as far in advance as possible to discuss your options. If you do not check in on time for a confirmed reservation, the airline may register you as a 'no-show', which could result in extra charges and/or your whole flight itinerary being cancelled and/or render your ticket void.

If you cancel your arrangements, you **will** be entitled to a refund based on the supplier refund policies. If the reason for your cancellation is covered under the terms of your travel insurance policy, you may be able to reclaim any non-refundable funds through your insurer.

## 2. YOUR AGREEMENT WITH US

### **YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS**

By booking your arrangement with us or using our website, you are agreeing to be

bound by the terms of this Agreement and any additional terms and conditions of any Supplier that are applicable to your booking, travel arrangements or use of any website content. You agree on behalf of yourself and those you represent to comply with all such terms and conditions, including the payment of all amounts when due. 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, (c) you being denied access to the applicable travel related product or service, and (d) our right to debit your account for any costs we incur as a result of such violation.

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. You are responsible for informing such other persons of all terms and conditions applicable to their travel arrangements. You understand that you are financially responsible for any use of our services or website by you and those using your name or account.

### **IF YOU HAVE A COMPLAINT**

If you have a problem during your vacation, please inform the relevant supplier (e.g. your hotel) immediately. Should they be unable to resolve the matter, please immediately contact us using the contact information you were provided upon booking. If you fail to contact us in a timely manner, we will not be permitted the opportunity to investigate your complaint and attempt to rectify any error while you are away, and this may affect your rights under this Agreement.

### **TRAVEL DOCUMENTS AND DESTINATIONS**

It is your responsibility to ensure that all of the details on your travel documents are correct and to bring to our attention any errors or discrepancies within 24 hours of booking. Your travel documents are valuable and should be safeguarded as if they were cash. It is not always possible to replace travel documents in the case of loss, theft, damage, etc.

Prior to booking international travel, we recommend that you review any U.S. Government's prohibitions, warnings and advisories applicable to your destinations. By offering travel to any particular destination, we do not represent that travel to such

destination is safe or without risk.

You further agree that in connection with your activities, you will not permit the use of our services or website by anyone that resides or is staying in a country for which such use is prohibited under U.S. regulations.

### **PASSPORT, VISA AND IMMIGRATION REQUIREMENTS**

It is your responsibility to fulfill the passport, visa and other immigration requirements applicable to your itinerary. You should confirm these with the relevant embassies and/or consulates. We do not accept any responsibility in the case of you being unable to travel due to not complying with any such requirements.

### **INSURANCE**

Travel insurance is a vital part of your arrangements. We strongly recommend that you purchase adequate insurance for the duration of your travel. Travel insurance is a mandatory element of some travel arrangements. We are able to arrange travel insurance for you, and furnish a quote. For specific questions regarding coverage you will be referred to the travel insurance supplier.

### **TRAVEL ADVICE AND VACCINATIONS**

U.S. Citizens should refer to the travel advice posted by the U.S. Department of State at [www.travel.state.gov](http://www.travel.state.gov) for all the countries you intend to visit. Vaccinations may be required for some or all of the places you are intending to visit. It is your responsibility to ensure that you have arranged all necessary vaccinations for your itinerary.

### **AIRLINE USE OF INSECTICIDE SPRAY**

Some countries require insecticide spraying of aircraft prior to a flight or while you are on the aircraft. Federal law requires that we refer you to the Department of Transportation's Disinsection Information page on their website at the time of booking for further information. <http://airconsumer.dot.gov/spray.htm>.

### **HAZARDOUS MATERIALS DISCLOSURE**

Federal law forbids the carriage of hazardous materials aboard aircraft in your luggage or on your 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 radioactive materials. Examples: paints, lighter fluid, fireworks, tear gases, oxygen bottles and radio-pharmaceuticals.

There are special exceptions for small quantities (up to 70 ounces total) of medicinal and toilet articles carried in your luggage and certain smoking materials carried on your person. For further information review the information found at TSA's prohibited items webpage at <http://www.tsa.gov/traveler-information/prohibited-items>.

### 3. Use of our Services and Website

#### **INDEMNIFICATION**

You agree to indemnify us and our affiliates, and any of our Suppliers, and any such parties' officers, directors, employees and agents from and against any claims, causes of action, demands, losses, damages, or other costs, (including reasonable legal and accounting fees) brought by you or third parties as a result of (a) your breach of this Agreement, (b) your violation of any law or rights of any third party, or (c) your use of our website.

#### **PRIVACY POLICY**

You consent to our processing and sharing of personal information about you and other members of your party that you have provided to us with the supplier(s). Your personal information will not be used for any other purpose. You represent that you have read and agree to the terms of our privacy policy, which can be found at our website.

#### **FORCE MAJEURE**

The Company and its affiliates shall be excused from liability for the failure or delay in performance of any obligation under this Agreement by reason of any event beyond the Company's reasonable control including but not limited to Acts of God, fire, flood, explosion, earthquake, or other natural forces, war, civil unrest, accident, any strike or labor disturbance, epidemic, pandemic or any other event similar to those enumerated above. Such excuse from liability shall be effective only to the extent and duration of the event(s) causing the failure or delay in performance and provided that the Company has not caused such event(s) to occur and continues to use diligent, good faith efforts to avoid the effects of such event and to perform the obligation. You agree to accept reasonable alternatives to the planned itinerary which would include but is not limited to

postponement of or rescheduled guaranteed tour departure, full supplier vouchers or partial supplier vouchers.

Notice of the Company's failure or delay in performance due to force majeure must be given to the affected Party promptly thereafter but no later than seven (7) days after its occurrence. The notice, delivered by email, fax, or postal mail, shall describe the force majeure event and the actions taken to minimize the impact thereof. All delivery dates under this Agreement that have been affected by force majeure shall be tolled for the duration of such force majeure.

#### 4. Additional Terms

### **WARRANTIES, DISCLAIMERS AND LIMITATION OF LIABILITY**

We are acting as an independent contractor and no joint venture, partnership or employment relationship exists between you and us or our Suppliers as a result of this Agreement or your use of our website.

You agree to waive all claims for special, indirect, or consequential damages. You agree to indemnify and hold us harmless from and against our liability to third parties (including your guests and companions) arising from you or your guests' or companions' actions or omissions. YOU AGREE THAT OUR MAXIMUM LIABILITY TO YOU WILL NOT EXCEED THE AMOUNT YOU HAVE PAID US.

Changes to this agreement must be made in writing and signed by both you and us.

Once we have completed the services described herein, this agreement will terminate automatically, except with respect to limitations on our liability and with respect to your indemnity.

### **VENUE OF CHOICE**

This Agreement shall be construed and enforced in accordance with the laws of the State of New York. You are required to submit any claims against the Company within thirty (30) days after the return of your trip (or when reasonably possible).

In the event of any legal action or proceeding arising from this Agreement, the parties agree that the state court forum for said litigation shall exclusively be in Kings County, New York, in the court of appropriate jurisdiction, and that the federal court jurisdiction shall be in the Eastern District of New York in Brooklyn, New York. The parties hereto submit to the exclusive jurisdiction of such courts and hereby waive any objection or

defense to such jurisdiction or venue, including any defense based upon inconvenient forum.

Million Miles Travel Agency is registered with the State of Florida as a Seller of Travel – Registration no ST41700.

Million Miles Travel is registered with the State of California as a Seller of Travel- CST#2143275-40.

### **RESERVATION OF RIGHTS TO AMEND**

We reserve the right at any time to modify this Agreement without prior notice to you. Please refer to our website by going to [www.millionmilestravel.com/legal](http://www.millionmilestravel.com/legal) from time to time to review the most current version of the Agreement. Your continued access or use of our website or services signifies your acceptance of the modifications to the Agreement. You may not assign your rights or obligations under this Agreement to any third party. We may terminate this Agreement at any time for any reason, and such termination shall not affect any right to relief to which we are entitled at law or in equity.

Updated:

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