

DWB Vacations LLC
Standard Terms and Conditions

These Standard Terms and Conditions (“Terms and Conditions”) add to and are made part of the Travel Services Agreement (collectively, the “Agreement”) by and between DWB Vacations LLC (“DWB”) and Client (as defined in the Travel Services Agreement). These Terms and Conditions are an integral part of the Travel Services Agreement as if fully set forth therein.

1. DWB Services. DWB acts as an agent for third party vendors (collectively, the “Travel Suppliers”) who provide air, ground, water, or other transportation, lodging, automobile rentals, tours, and other travel or vacation services (collectively, the “Travel Services”). DWB agrees to make the travel arrangements and reservations described in the Travel Services Agreement (collectively, the “DWB Services”).

2. Travel Supplier Terms and Conditions. All Travel Services (including reservations and fares) arranged by DWB are subject to availability and change without notice. Each Travel Supplier has its own terms and conditions that may apply to the Travel Services. Client acknowledges receipt of the terms and conditions of each Travel Supplier from whom Client has purchased Travel Services and agrees to abide by all such terms and conditions, including without limitation Travel Supplier’s refund and cancellation policy.

3. Travel Requirements.

a. Client is solely responsible for ensuring that:

- i.** the information supplied by Client, including information about each member of the Travel Party, is true and accurate;
- ii.** each member of the Travel Party fulfills applicable passport, visa, identification, documentation, and other immigration requirements. Client should consult with the relevant embassies or consulates to confirm applicable immigration and visa requirements;
- iii.** each member of the Travel Party meets all health entry requirements, including vaccination requirements. Client should consult with a medical doctor or the Center for Disease Control and Prevention (<http://wwwnc.cdc.gov/travel/page/traveler-information-center>) for current recommendations on medications, vaccinations, and other medical advice pertaining to the trip; and
- iv.** each member of the Travel Party complies with customs and regulations, health requirements and applicable laws and regulations and the payment of all applicable taxes, duties, and/or costs.

b. DWB has no special knowledge regarding foreign entry requirements, safety conditions or hazards for any trip destination. DWB does not represent or warrant that travel to such areas is advisable or without risk. Client should refer to the U.S. Department of State travel advisories at <http://www.travel.state.gov/content/travel/english.html> for

travel alerts and warnings.

c. Some countries require air carriers to treat the aircraft passenger cabin with insecticides prior to a flight or while passengers are on the aircraft. Client should refer to <http://www.dot.gov/office-policy/aviation-policy/aircraft-disinsection-requirements> for more information.

4. Payments.

a. Client will pay DWB’s applicable vendors (including Travel Suppliers) all amounts due under this Agreement at the time Travel Services are booked (or at a later time allowed by a particular Travel Supplier). Client agrees to pay all additional charges billed to Client or to DWB relating to the provision of Travel Services, including without limitation, amounts not paid at the time Travel Services are booked, amounts for dishonored charges, surcharges, cancellation and “no show” fees, and “debit memos” issued by a Travel Supplier when such amounts become due. DWB reserves the right to cancel Client’s booking and reservations if payment is not received when due. UNLESS OTHERWISE REQUIRED BY APPLICABLE LAW, DWB WILL NOT ISSUE A REFUND IF TRAVEL PLANS ARE DELAYED, CANCELLED, OR CHANGED FOR ANY REASON. REFUND FROM A TRAVEL SUPPLIER IS SUBJECT TO THE TRAVEL SUPPLIER’S TERMS AND CONDITIONS.

b. To the extent Client authorizes DWB to charge all amounts due under this Agreement to Client’s payment card(s), Client hereby grants to DWB a special, and limited, power of attorney to sign or execute on Client’s behalf, and in Client’s name, any form, including Universal Credit Card Charge Forms, and the like in connection with such charges.

5. Insurance. DWB strongly recommends that Client purchase adequate travel insurance to protect against travel related risks. DWB will provide information about travel insurance to Client upon request.

6. Notices. Any notice required or permitted under this Agreement shall be deemed properly given when personally received, or three (3) business days after deposit in the mail, first class postage prepaid, addressed to the party to be notified at the address listed on the Travel Services Agreement or at another address as either party may designate by written notice given in accordance with this Section.

7. Term and Termination. This Agreement shall continue in full force and effect until terminated by either party upon prior written notice, or upon the completion of the DWB Services, whichever is sooner.

8. Disclaimer. DWB IS PROVIDING THE DWB SERVICES ON AN “AS IS” AND “AS AVAILABLE” BASIS. CLIENT EXPRESSLY AGREES THAT ITS USE OF THE DWB SERVICES IS AT CLIENT’S SOLE RISK. DWB DISCLAIMS ALL ORAL, WRITTEN, EXPRESS, IMPLIED AND STATUTORY WARRANTIES AND REPRESENTATIONS WITH RESPECT TO THE USE, MISUSE, OR INABILITY TO

USE THE DWB SERVICES OR THE TRAVEL SERVICES, THEIR QUALITY, ACCURACY OR RELIABILITY, OR THEIR MERCHANTABILITY, TITLE, NON INFRINGEMENT OF THIRD PARTY RIGHTS OR FITNESS FOR A PARTICULAR PURPOSE OR THAT THE SERVICES OR TRAVEL SERVICES WILL OPERATE IN AN ERROR FREE, SECURE UNINTERRUPTED MANNER. CLIENT ACKNOWLEDGES THAT DWB HAS NO CONTROL OVER, DOES NOT GUARANTEE, AND DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE QUALITY, SAFETY OR LEGALITY OF TRAVEL SERVICES ARRANGED THROUGH THE DWB SERVICES, THE TRUTH OR ACCURACY OF INFORMATION PROVIDED BY ANY TRAVEL SUPPLIER OR ANY THIRD PARTY, THE ABILITY OF ANY TRAVEL SUPPLIER TO PERFORM THE TRAVEL SERVICES, OR THAT THE DWB SERVICES OR TRAVEL SERVICES WILL MEET CLIENT'S REQUIREMENTS OR EXPECTATIONS. CLIENT ASSUMES TOTAL RESPONSIBILITY AND RISK, WHETHER FORESEEN OR UNFORESEEN, FOR ITS USE OF THE DWB SERVICES AND TRAVEL SERVICES.

DWB NOR ITS DIRECT OR INDIRECT SUBSIDIARIES, AFFILIATES, AGENTS, EMPLOYEES OR REPRESENTATIVES SHALL BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE) OR OTHERWISE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST REVENUES, LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF OR DAMAGE TO PROPERTY OR PERSON OR CLAIMS OF THIRD PARTIES (INCLUDING MEMBERS OF THE TRAVEL PARTY), EVEN IF DWB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING FROM (1) THIS AGREEMENT OR RELATING TO DWB'S OBLIGATIONS HEREUNDER, (2) THE USE OR INABILITY TO USE THE DWB SERVICES OR TRAVEL SERVICES, (3) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY DWB (INCLUDING WITHOUT LIMITATION THE TRAVEL SERVICES), (4) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN ANY DWB SERVICES OR TRAVEL SERVICES, OR (5) UNAUTHORIZED ACCESS TO OR ALTERATION OF PERSONAL INFORMATION OR DATA, WHETHER CAUSED BY DWB, A TRAVEL SUPPLIER, OR ANY OTHER THIRD PARTY.

DWB ASSUMES NO RESPONSIBILITY FOR ACTIONS BEYOND THE CONTROL OF DWB IN CONNECTION WITH TRAVEL SERVICES. DWB IS NOT RESPONSIBLE OR LIABLE FOR ANY ACT, ERROR, OMISSION, INJURY, DEATH, LOSS, ACCIDENT, DAMAGE, DELAY, NONPERFORMANCE, IRREGULARITY, OR ANY CONSEQUENCES THEREFROM, WHICH MAY BE OCCASIONED THROUGH THE NEGLIGENCE, OR DEFAULT, OR ANY OTHER ACT OR INACTION OF CLIENT, TRAVEL SUPPLIER, MEMBER OF THE TRAVEL PARTY, OR OTHER THIRD PARTY. THE DWB SERVICES ARE PROVIDED IN PART BASED UPON THIRD PARTY INFORMATION. DWB SHALL HAVE NO LIABILITY FOR THE ACCURACY, COMPLETENESS, TIMELINESS OR CORRECT SEQUENCING OF ANY THIRD PARTY INFORMATION, OR

FOR ANY DECISION MADE OR ACTION TAKEN BY CLIENT IN RELIANCE UPON ANY THIRD PARTY INFORMATION. TO THE EXTENT THAT DWB COLLECTS ANY DATA ON CLIENT OR A MEMBER OF THE TRAVEL PARTY, INCLUDING WITHOUT LIMITATION ON BEHALF OF AIR CARRIERS OR OTHER VESSELS FOR PURPOSES OF MEETING GOVERNMENTAL REQUIREMENTS (SUCH AS THE UNITED STATES' ADVANCE PASSENGER INFORMATION SYSTEM REQUIREMENTS), NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, CLIENT HEREBY WAIVES AND RELEASES ANY AND ALL OBLIGATIONS AND LIABILITIES OF DWB, EXPRESSED OR IMPLIED, ARISING BY LAW OR OTHERWISE, RELATED TO SUCH ACTIVITIES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, CLIENT ACKNOWLEDGES THAT DWB WILL NOT BE LIABLE IF DWB IS SUPPLIED WITH INCORRECT DATA REGARDING A MEMBER OF THE TRAVEL PARTY'S RESIDENCE OR A MEMBER OF THE TRAVEL PARTY CHANGES HIS OR HER PLANS WITHOUT INFORMING DWB.

DWB SHALL NOT BE LIABLE FOR ANY FLUCTUATION IN PRICE OR CHANGE IN SCHEDULE OR EQUIPMENT OR ACCOMMODATIONS FOR ANY TRAVEL SERVICE THAT OCCURS SUBSEQUENT TO PAYMENT FOR SUCH SERVICE. DWB DISCLAIMS ALL LIABILITY FOR ERRORS OR BIAS IN RESERVATIONS, FARES, OR OTHER INFORMATION PROVIDED BY ANY AUTOMATED AIRLINE RESERVATION SYSTEM. DWB DOES NOT GUARANTEE OR INSURE THE SERVICES TO BE PROVIDED BY ANY TRAVEL SUPPLIER, AND UNLESS OTHERWISE PROVIDED BY LAW DWB IS NOT RESPONSIBLE FOR CANCELLATION OF ANY SERVICES OR REFUNDS FROM ANY TRAVEL SUPPLIER THAT MAY CEASE OPERATIONS. IN THE EVENT THAT A TRAVEL SUPPLIER DEFAULTS PRIOR TO PROVIDING THE SERVICE FOR WHICH PAYMENT HAS BEEN MADE, THE CLIENT'S SOLE RECOURSE FOR REFUND SHALL BE WITH THE DEFAULTING PARTY OR FROM INSURANCE PURCHASED BY CLIENT COVERING SUCH DEFAULTS. DWB SHALL NOT BE INVOLVED IN, AND SHALL HAVE NO LIABILITY IN CONNECTION WITH, ANY DISPUTE BETWEEN CLIENT AND MEMBERS OF THE TRAVEL PARTY OR OTHER THIRD PARTIES (INCLUDING WITHOUT LIMITATION TRAVEL SUPPLIERS).

9. Limitation of Liability. THE TOTAL LIABILITY OF DWB HEREUNDER SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE TOTAL AMOUNT OF THE COMPENSATION DUE BY THE CLIENT TO DWB HEREUNDER IN THE FIRST **[SIX (6) MONTHS]** OF THIS AGREEMENT. NEVERTHELESS, IF EITHER PARTY BECOMES LIABLE TO PAY FOR ANY LOSS, COST OR EXPENSE BEFORE THE END OF THE FIRST **[SIX (6) MONTHS]** OF THIS AGREEMENT, DWB'S LIABILITY FOR SUCH LOSS, COST OR EXPENSE SHALL BE LIMITED TO THE EQUIVALENT OF THE TOTAL AMOUNT OF COMPENSATION ACCRUED AT THE TIME SUCH LOSS, COST OR EXPENSE BECAME PAYABLE AND ANY SUCH AMOUNT SHALL BE INCLUDED IN THE TOTAL LIABILITY OF DWB FOR ANY SUBSEQUENT CLAIM.

10. Indemnification. Client agrees, to indemnify, defend, and hold harmless DWB, its affiliates, officers, directors, employees,

and agents from any claims, liabilities, losses, damages and expenses, including reasonable attorneys' fees, ("Claims") made by Client or any third party (including members of the Travel Party and Travel Suppliers) relating to or arising from (1) Client or a member of the Travel Party's use of the DWB Services or Travel Services, (2) Client's breach or alleged breach this Agreement, (3) Client or a member of the Travel Party's violation of any law or rights of any third party, or (4) disputes between Client and third parties (including Travel Suppliers and members of the Travel Party and others) in connection with the DWB Services or Travel Services.

11. Registrations. DWB is registered with the State of Florida as a Seller of Travel. Registration No. ST39234. Registered California Seller of Travel (CST) Registration number 2117630-70. Registered Washington Seller of Travel Registration number 604050577.

12. Miscellaneous.

a. Governing Law. This Agreement shall be governed by and interpreted pursuant to the laws of the State of North Carolina, without regard to the conflict or choice of law provisions. All disputes shall be brought and heard exclusively either in the North Carolina state and federal courts located in Wake County, North Carolina. The parties to this Agreement each consent to the *in personam* jurisdiction and venue of such courts exclusively.

b. Force Majeure. DWB shall not be liable for any delay or failure in performance of any part of this Agreement during any period in which DWB cannot perform due to fire, flood, interruption in utility services, explosion, war, terrorist acts, strike, walk-out, embargo, government requirement, civil or military authority, act of God, or other similar causes beyond DWB's reasonable control and without the fault or negligence of DWB.

c. Relationship of the Parties. The relationship of DWB and Client is that of independent contracting parties and is not, and shall not be deemed to be, any other relationship including, without limiting the generality of the foregoing, that of joint venturers, partners, joint employers, or principal and agent.

d. Integration. These Terms and Conditions are incorporated into and made a part of the Travel Services Agreement. Except as amended by these Terms and Conditions, the Travel Services Agreement will remain in full force and effect. These Terms and Conditions, together with the Travel Services Agreement as amended by these Terms and Conditions and any Exhibit(s) attached hereto, constitute the entire agreement between the parties with respect to the subject matter contained herein, and supersede any and all written or oral agreements heretofore made. If a conflict exists between the provisions of these Terms and Conditions and the provisions of the Travel Services Agreement or any Exhibit or other attachment hereto, the provisions of these Terms and Conditions will control. This Agreement may not be modified except by written instrument duly executed by the Party against whom the modification is sought to be enforced. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

e. Waiver and Severability. Any delay or omission of a Party to exercise any of its rights hereunder shall not waive, affect, or impair the rights of such Party and any such waiver must be in writing and signed by the Parties. If any provision of this Agreement is found to be void or unenforceable, that provision will be enforced to the maximum extent possible, and the remaining provisions of this Agreement will remain in full force and effect.

f. Assignment. Client may not assign any of its rights or obligations hereunder. Any purported assignment in violation hereof shall be void.

g. Headings. Headings of the sections hereof and of the Exhibit(s) attached hereto are inserted for convenience only and shall not constitute a part of this Agreement.

h. Survival. The rights and obligations of Client under Sections 4, 8, 9, 10, and 11 of this Agreement shall survive the termination of this Agreement.