

## TERMS & CONDITIONS

EEFC, Inc. is a member of the TUI AG group of companies. It is an independent company licensed to market and distribute travel products under the "EUROPE EXPRESS" brand name, and arrange for the vacation services offered on this website and thru the call center. The purchase of any travel services offered on this website or thru the call center by EUROPE EXPRESS constitutes a contractual agreement between you and EEFC, Inc. ("EUROPE EXPRESS" or the "Company"), and represents your acceptance of these terms and conditions set out herein (the "Terms and Conditions"). Please ensure that you read carefully and understand these Terms and Conditions prior to booking. These Terms and Conditions are subject to change and you are advised to check this website or to request the latest version of the Terms and Conditions from EUROPE EXPRESS prior to booking your vacation.

### RESERVATIONS:

Europe Express requires valid credit card information to confirm a booking. Please note that hotel reservations may be on a request basis and may take 24 business hours to confirm. To expedite the booking process, please provide alternate travel dates or hotel preferences. A deposit of \$300 per person plus insurance, air and prepaid items will automatically be charged to the credit card submitted, you will receive a confirmation notice. If the requested hotel cannot be confirmed, a comparable (in price and standard) alternate hotel will be confirmed. At this time, you will be notified via email (on file) and telephone with the alternate hotel details. Please review these details

immediately, if you are unsatisfied with the alternate you will have 24 hours to cancel or change the booking without penalty. Cancellations after this point in time are non-refundable and changes after this point in time will incur penalties. Your deposit to Europe Express constitutes acceptance of these Terms and Conditions and you agree to waive any charge back rights.

### PAYMENTS:

Final payment is required 60 days prior to departure and will automatically be charged to the credit card you submitted. A confirmation notice will be emailed automatically upon processing. Please review and verify this document thoroughly and contact Europe Express immediately if it appears to be incorrect or incomplete. Your payment is not deemed made until it is received by Europe Express. If Europe Express is unable to charge the required payment to the credit card provided, the reservation will automatically cancel and we reserve the right to retain any monies received with respect to your reservation.

### PRICES:

Europe Express reserves the right to adjust prices without notice according to exchange rate fluctuations, airline surcharges or any increase in vendor rates prior to payment in full. The following are not included in the vacation price: port taxes; passports; visas and vaccinations; tips to your tour director, host, driver, local guides, and/or ships' crew; gratuities on ferries, trains, and cruise ships; laundry; telephone; mini-bar; alcohol, beverages, and food outside of the contracted Europe

Express menu as presented at a hotel or restaurant (these extra items will be billed to you before leaving the hotel or restaurant); optional excursions; airport transfers on non-qualifying flights; porter age at airports and train stations; travel insurance premiums; carrier baggage fees; and all other items of a personal nature.

### CANCELLATION FEES:

Cancellations 15 days or more prior to departure are refundable less a \$300 per person penalty and supplier fees. Supplier fees may include but are not limited to airline, hotel, insurance, theatre tickets, rail, and car rental. Cancellation of these items may be up to 100% of the full price. Escorted tours are non-refundable once paid in full. All bookings within 14 days of departure are non-refundable.

### CHANGE FEES:

Unless a passenger is purchasing additional services for a vacation package, a fee of \$300 per person plus any supplier fees will be charged for any alteration or revision made to a reservation. Airline, hotel, rail, and car rental penalties may apply and may be up to 100% of the full price. Any revisions to a booking may result in the loss of a confirmed airline reservation or an increased airfare which will be payable by the passenger. No changes are permitted 14 days prior to travel.

### AIR ARRANGEMENTS:

Europe Express is not responsible if an airline cancels, reschedules, or delays a flight for any reason. It is your responsibility to work with the airline on which you are ticketed to reach your destination. Europe Express is not

responsible for any additional expenses you may incur prior to joining your trip. Europe Express is not responsible for and will not provide any refund for portions of trips missed due to canceled, rescheduled, or delayed flights. For air purchased through Europe Express, if any air schedule requires an overnight stay in a gateway city, Europe Express can assist you with hotel reservations; however, the costs of the overnight stay (including hotel and meals) are at your expense. Air routings are subject to availability. Routings are not guaranteed and are subject to change at any time. If you make your own flight arrangements, Europe Express will not be responsible for any loss resulting from cancellation or changes in international gateways or travel dates and we therefore recommend that you do not purchase airline tickets with high penalty charges for changes.

Under the new Secure Flight Program enacted by the U.S. Department of Homeland Security, the Transportation Security Administration (TSA) requires airlines to collect information from you for the purposes of watch list matching. TSA may share information you provide with law enforcement or intelligence agencies or others under its published system of records notice. At time of booking air, Europe Express will require the information to pass to the airline(s) for the Secure Flight Program. The information includes full name, date of birth, gender, redress number (if available), passport number, passport expiration, nationality and place of birth.

#### **TRAVEL DOCUMENTS:**

Passenger Travel Documents, including airline tickets and itineraries, are sent by electronic mail when possible. Paper documents may be necessary in which case the documents will be sent by priority mail. The passenger may request paper documents in which case the delivery

charges will be paid by the passenger.

#### **PARTICIPATION:**

For the benefit of everyone on your vacation, Europe Express reserves the right to accept or reject any vacation participant and to remove any participant whose conduct is deemed unacceptable to Europe Express. We will not refund nor cover any cost or expenses you incur if we have to terminate your vacation arrangements due to your unacceptable behavior.

#### **CHILDREN:**

Children under 10 are not permitted to travel on coach tours. Children 10 or over are charged the full adult rate and must travel with an adult.

#### **TRAVELERS WHO NEED SPECIAL ASSISTANCE ON TOURS:**

You must report any disability requiring special attention while on tour to Europe Express at the time the reservation is made. Europe Express will make reasonable attempts to accommodate the special needs of disabled travelers, but is not responsible in the event it is unable to do so nor is it responsible for any denial of services by air carriers, hotels, restaurants, or other independent suppliers. The Americans with Disabilities Act is only applicable within the United States and facilities for disabled individuals are limited outside its borders. Most transportation services are not equipped with wheelchair ramps. We regret that we cannot provide individual assistance to a vacation participant for walking, dining, getting on and off motor coaches and other vehicles, or other personal needs. A qualified and physically able companion must accompany travelers who need such assistance and must assume full responsibility for their well being. The passenger assumes the full risk of use and of any prohibitions imposed by vendors.

#### **HOTELS:**

The accommodations listed or displayed on this website are intended to be used for your trip; however, if a change becomes necessary for any reason the accommodations substituted will be reasonably equivalent to those shown. Hotel classifications are based on Europe Express assessment and may not reflect opinions of other sources. Space is subject to availability and rooms are assigned on a "run-of-the-house" basis by hotel management upon check in. Single rooms are usually smaller in size than twin-bedded room or double-bedded rooms and have one small bed. Triple-bedded rooms usually include a standard twin or double bed plus a rollaway or sofa bed. Any service issues affecting the quality of a guest's hotel stay must be addressed directly with hotel management. For example, while a hotel normally may offer a particular feature such as air conditioning, Europe Express cannot guarantee that the service will be in operation at any given time and cannot be held responsible for any such lack of operation at the time of stay. Please note that accommodation check-in times vary worldwide.

#### **VISAS & PASSPORTS:**

You are responsible for obtaining and paying for all visas and entry documents, for meeting all health and other requirements, and for any documents required by the laws, regulations, orders, and/or requirements of the countries you will visit. Non-U.S. citizens must consult with appropriate consulates to determine if any visas are needed and are responsible for obtaining all visas and entry documents independently. Europe Express is not responsible for providing you with specific visa and passport information or documentation and Europe Express cannot accept liability for any passenger refused entry onto any transport or into any country due to failure of the passenger to carry correct documentation. All passengers traveling internationally are

required to have a passport. Most countries require that the passport be valid for at least six (6) months beyond the conclusion of your trip. It is recommended you have a minimum of three blank pages in your passport when traveling, as many countries require blank pages. Multiple-entry visas are required for some vacations. It is your responsibility to verify all visa and passport requirements.

#### **BAGGAGE ALLOWANCE:**

Size and weight limitations for carry-on and checked baggage vary from airline to airline and even according to destination, and are becoming more restrictive. Some airlines are also charging fees for additional checked baggage, including the first checked bag, and these fees are not included in the vacation package. Please check with your airline directly for baggage information and regulations. Europe Express is not responsible for any additional fees imposed by air carriers regarding baggage. Regulations within most airports require that travelers handle their own luggage through customs. No responsibility is accepted for loss of or damage to baggage or any of the traveler's belongings throughout the duration of the vacation.

#### **SERVICE ISSUES:**

Notice of service problems that could not be resolved with the hotel or other supplier during the trip must be forwarded to Europe Express no later than 30 days from completion of the trip. All unused documents should be returned with the request for review. Please allow 4-6 weeks for resolution of service issues.

#### **ACCURACY OF INFORMATION:**

(A) The information contained on our website is correct to the best of our belief, but we accept no liability for any inaccuracies contained therein; (B) Any information or advice provided by us on matters such as permits, visas,

vaccinations, climate, clothing, baggage, special equipment, etc. is given in good faith but without responsibility on our part.

#### **RISKS AND WARNINGS:**

For information regarding possible dangers at international destinations, contact the Travel Advisory Section of the US State Department, (202) 647-5225, Travel Advisory Section. For medical information, contact the Center for Disease Control, (404) 332-4559, [cdc.gov/travel](http://cdc.gov/travel).

#### **ARBITRATION:**

Any dispute concerning, relating or referring to these Terms and Conditions, your vacation package or any claim for damages due to injury or death which occurs during or in connection with your vacation package shall be resolved exclusively by binding arbitration according to the then existing rules of the American Arbitration Association in an arbitration conducted in Atlanta, Georgia, U.S.A. Such proceedings will be governed by substantive Washington law. The dispute will be resolved by a single arbitrator who must be a lawyer admitted to practice in the courts of at least one state in the United States and have a minimum of fifteen years of experience in civil litigation. The arbitrator so described will be selected by the American Arbitration Association. Each party to the dispute shall have the right on a single occasion to veto the designation of an arbitrator so selected. There will be judicial review of the arbitrator's decision if either side can show plain error in the application of law or be able to show an abuse of discretion with respect to factual findings. The parties waive the right to rely on any state law or statute which creates an exception to enforcement of the requirement that disputes be resolved pursuant to arbitration in the manner set forth herein. Arbitration against the Company must be commenced within one year following the date of tour completion. Neither the

Company nor any affiliate shall in any case be liable for other than compensatory damages, and you hereby waive any right to consequential, punitive or exemplary damages.

#### **EXCLUSIVE GOVERNING LAW AND JURISDICTION:**

These Terms and Conditions shall be governed by the laws of the State of Washington without regard to conflicts of laws principles. If the right to seek arbitration is for any reason waived by both parties, or if judicial review of any arbitration is sought, any action or legal proceeding arising out of these Terms and Conditions shall be brought exclusively in the courts of the State of Washington, or, if it has or can acquire jurisdiction, in the United States District Court for the Western District of Washington or the appropriate appellate courts and the parties hereby waive any objection to venue or jurisdiction in connection therewith.

#### **RESPONSIBILITY:**

The Company is an independent company licensed to market and distribute travel products under the "Europe Express" brand name, and arrange for the vacation services offered on this website, including transportation, sightseeing, and accommodations through independent contracts. The Company and its affiliates are not responsible for any acts and / or omissions of suppliers, their employees, agents or representatives. The air carriers, accommodations, and other suppliers (including but not limited to trains, cruises, ferries, motor coaches, hotels, and restaurants) providing services are independent contractors and are not agents, employees, servants, or joint venturers of the Company or its affiliates. All certificates and other travel documents for services issued by the Company are subject to the Terms and Conditions specified by the supplier, which are

available upon request, and to the laws of the countries in which the services are supplied. The Company, its agents, officers and/or suppliers of services pursuant to, or in connection with these itineraries, is acting only as agent for the companies, corporations or person providing or offering travel services of any means, or in making arrangements for hotels, transportation, restaurants, or any other service, and does not assume any liability whatsoever for any injury, damage, death, loss, accident or delay to person or property due to an act of negligence or default of others, including any hotel, carrier, restaurant, company or person rendering any of the services included in the tour, or by act of God. Further, no responsibilities are accepted for any damage or delay due to sickness, pilferage, labor disputes, machinery breakdown, quarantine, government restraints, weather or other causes beyond Company's control. No responsibility is accepted for any additional expense, omissions, delays, re-routing or acts of any government or authority.

The airlines concerned are not responsible for any act, omission, or event, at any time passengers are not on board their planes or conveyance. The passage contract in use by the airlines concerned, when issued, shall constitute the sole contract between the airlines and purchaser of these tours and/or passenger. The international carriage of passengers is subject to international conventions and treaties, where applicable. These international agreements limit and, in some events, exclude the carrier's liability to passengers (vacation participants). Where any claim or part of a claim (including those involving death or personal injury) concerns or involves any travel arrangements (including the process of getting on or off the transport concerned) provided by any air, sea, inland waterways, rail, or road carrier or any stay in a hotel, the Company's maximum liability

is the maximum which would be payable by the carrier or the hotel keeper concerned under the applicable international convention, treaty, or regulation applicable to the travel arrangements or hotel stay (e.g. the Warsaw Convention, the Montreal Convention for international travel by air, the EU Regulation on Air Carrier Liability for carriers with an operating license granted by an EU country, the Athens Convention for international travel by sea) in that situation.

The right is reserved to withdraw any program on this website and/or make such changes in the program(s) as may be found desirable for the convenience of the parties and the proper carrying out of tour(s). The booking confirmation and these Terms and Conditions represent the entire agreement between the Company and all passengers. You confirm that you have not entered into this contract with the Company on the basis of any representation not expressly incorporated into these documents.

#### **SAFETY:**

Please be aware that during your participation in vacations operated by the Company, certain risks and dangers may arise beyond our control, including but not limited to: the hazards of traveling in undeveloped areas; travel by boat, train, automobile, aircraft, or other means of transportation; the forces of nature; political unrest; acts of lawlessness or terrorism; and accident or illness in remote regions without means of rapid evacuation or medical facilities. The Company will not have liability regarding provision of medical care or the adequacy of any care that may be rendered.

#### **RELEASE OF LIABILITY:**

In consideration of the services and arrangements provided by the Company, you, for yourself and for your heirs, personal representatives or assigns, do hereby release, waive, discharge, hold

harmless and agree to indemnify the Company, and its owners, officers, directors, agents and employees from any and all claims, actions, or losses for bodily injury, property damage, wrongful death, loss of services, lost profits, consequential, exemplary, indirect or punitive damages or otherwise which may arise out of or occur during your travel and any activities conducted in conjunction therewith. YOU SPECIFICALLY UNDERSTAND THAT YOU ARE RELEASING, DISCHARGING AND WAIVING ANY CLAIMS OR ACTIONS THAT YOU MAY HAVE PRESENTLY OR IN THE FUTURE FOR THE NEGLIGENT ACTS OR CONDUCT OF THE OWNERS, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS OF THE COMPANY.

#### **CONSUMER PROTECTION/SELLER OF TRAVEL:**

The Company is a member of the United States Tour Operators Association and is fully covered by its Consumer Protection Plan. As an active member of the USTOA, the Company is required to post \$1 Million with the USTOA. This amount is to be used to reimburse, in accordance with the terms and conditions of the USTOA Travelers Assistance Program, the advance payments of the Company's customers in the unlikely event of the Company's bankruptcy, insolvency or cessation of business. Complete details of the USTOA Travelers Assistance Program and a list of affiliates may be obtained by writing to USTOA at 275 Madison Avenue, Suite 2014, New York, New York 10016, or by email to [information@ustoa.com](mailto:information@ustoa.com) or by visiting its website at USTOA.

EEFC, Inc. is a registered seller of travel in the states that require registration: Washington Seller of Travel, # 602-650-317; Florida Seller of Travel #5T37353; and California Seller of Travel # 2053616-80. Registration as a seller of travel does not constitute approval by the State of California. EEFC, Inc. is not a participant in the California Travel Consumer Restitution