

Terms & Conditions

We are Kinship Vacations and are excited to help you with your travel. The following terms & conditions (the "Agreement") describe what you can expect from us. The terms "we", "us", and "our" refer to Kinship Vacations and the term "you" refers to the individual who signs this agreement.

I. Suppliers

Kinship Vacations and its agents, staff, personnel, Independent Contractors and owner ("Kinship Vacations") acts as an unaffiliated merchant for any airline, hotel, car-rental company, tour operator, cruise line, or other service provider ("Suppliers") named in the traveler's itinerary. Kinship Vacations initiates and executes such transactions on the Traveler's behalf and with the exclusive interest of the Traveler in mind. Kinship Vacations is not responsible for acts or omissions of the Suppliers or their failure to provide services or adhere to their own schedules. Travelers understand and agree that Kinship Vacations acts in good faith on their behalf when interacting with Suppliers.

Kinship Vacations assumes no responsibility for and shall not be liable for any refund, personal injury, property damage, or other loss, accident, delay, inconvenience, or irregularity which may be caused by: (1) any defaults, wrongful or negligent acts, or omissions of the Suppliers; (2) any defect in or failure of any vehicle, craft, equipment, or instrumentality owned, operated, or otherwise used or provided by the Suppliers; or (3) any wrongful or negligent acts or omissions on the part of any other party not under Kinship Vacations' control. You hereby release Kinship Vacations from any and all claims arising out of any problem covered in this paragraph.

Travel arrangements involving airline, ground transfer and cruise components are subject to supplemental price increases that may be imposed by the supplier and/or government after you have completed your purchase. You hereby consent to any such price increases and authorize your credit or debit card to be used for them. Suppliers have their own contracts covering cancellation penalties and other terms and conditions, and you are bound by those contracts regardless of whether you receive notice of their terms. By signing below, you are consenting to all supplier terms and conditions.

Kinship Vacations will assess a cancellation fee to any vacation package or components which you elect to cancel. This fee may be in addition to any cancellation fees charged by the supplier(s).

Kinship Vacations frequently identifies the Allianz "Classic" plan as our preferred travel insurance policy both for ourselves and our clients. This plan provides insurance coverage that only applies during the covered trip. You may have coverage from other sources that provide you with similar benefits but may be subject to different restrictions depending upon your other coverages. You may wish to compare the terms of this policy with your existing life, health, home, and automobile insurance policies. If you have any questions about your current coverage, call your insurer or insurance agent or broker. Coverage is offered by AGA Service Company. AGA Service Company is the licensed producer and administrator of these plans and an affiliate of Jefferson Insurance Company. The insured shall not receive any special benefit or advantage due to the affiliation between AGA Service Company and Jefferson Insurance Company. Non-insurance benefits/products are provided and serviced by AGA Service Company. Consumer is responsible for charges incurred from outside vendors for assistance or concierge services. Contact AGA Service Company at 800-284-8300 or 9950 Mayland Drive, Richmond, VA 23233 or customerservice@allianzassistance.com. If Kinship Vacations (Relate Travel Services, LLC) is the merchant on your credit card transaction, you agree to the following: Kinship Vacations' supplier-related services consist of facilitating the sale and paying the Suppliers, and once Kinship Vacations provides said services, you agree not to

dispute the credit card charge. If a Supplier does not provide the service or ceases operations, your only recourse will be against the Supplier. If a Supplier goes bankrupt, your only recourse will be to file a claim with the Supplier's bankruptcy court. Other disputes with the level or quality of service provided by a supplier are strictly between the Traveler(s) and the supplier.

KINSHIP VACATIONS, LLC is registered with the State of Florida as a Seller of Travel. Registration No. ST41723.

KINSHIP VACATIONS, LLC is registered with the State of California as a Seller of Travel. Registration No. CST 2135523-40

KINSHIP VACATIONS, LLC is registered with the State of Washington as a Seller of Travel. Unified Business ID (UBI) # 603 308 394.

KINSHIP VACATIONS, LLC is registered with the State of Iowa as a Seller of Travel - Travel Agency No. 1143

II. Health and Safety

At no time will Kinship Vacations knowingly or voluntarily plan or book an itinerary that jeopardizes the safety or well-being of the Travelers beyond what can be considered reasonable or typical risk of travel without the expressed written consent of all Travelers in a Medical Release provided by Kinship Vacations. If Kinship Vacations determines that the Travelers are intentionally undertaking exceptional risk in their travel itinerary, Kinship Vacations may decline to book all or certain components of the travel itinerary. Under such circumstances, Kinship Vacations reserves the right to retain all or part of any service fee or retainer paid by the Travelers to Kinship Vacations following or at the time of the execution of this Agreement as compensation for services rendered.

In consideration of the Traveler's well-being, and for the convenience of our clients, we include travel insurance in vacation quotes unless the Traveler requests that we do not. The travel policy identified is one of many available, and the decision of whether to purchase a policy and which policy to purchase is always up to the Traveler. It is the Traveler's responsibility to contact the travel insurance provider for specific policy information. We will always provide to you the information of the identified travel insurer. If the Traveler(s) do not wish to purchase a travel insurance policy identified to them by Kinship Vacations, we strongly suggest you consult with a professional, licensed seller of insurance in your home state for counsel on a different policy.

If Traveler elects not to purchase travel insurance, Traveler will be required to sign a full release before any travel components will be booked. In certain cases, Kinship Vacations will require a traveler to sign a full release in the presence of a Notary Public (at the expense of the Traveler) before any travel components will be booked. Purchasing travel insurance is not required in order to purchase any other product or services offered by Kinship Vacations. We are not independently licensed sellers of insurance, nor are we authorized to answer technical questions about the benefits, exclusions or conditions of any of the insurance offered or identified, or evaluate the adequacy of the Traveler's existing insurance coverage.

Kinship Vacations has no special knowledge regarding the financial condition of the Suppliers, unsafe conditions related to the destination or route of travel, health hazards, weather hazards, or climate extremes at locations to which you may travel. For information concerning possible dangers at destinations, Kinship Vacations recommends contacting the Travel Warnings Section of the U.S. State Department at (202) 647-5225 or www.travel.state.gov. For medical information, Kinship Vacations recommends contacting the Centers for Disease Control at (877) FYI-TRIP or www.cdc.gov/travel as well as consulting with your personal physician. Travelers assume full and complete responsibility for checking and verifying any and all passport, visa, vaccination, or other entry requirements of your destination(s), and all conditions regarding health, safety, security, political stability and labor or civil unrest at such destination(s). You hereby release Kinship

Vacations from all claims arising out of any problem covered in this paragraph. You agree to be subject to binding arbitration in James City County, Virginia for all claims brought by you or Kinship Vacations.

III. Terms of Service

A. In order for Kinship Vacations to properly accommodate and efficiently serve our clients, Travelers agree to be forthcoming to Kinship Vacations regarding budgetary restrictions and class of service necessities at the time of this document. Travelers shall not knowingly engage Kinship Vacations in the planning or arrangement of travel that is beyond the financial means of the Travelers. Likewise, if a certain class or designation of service/accommodation is required of a Supplier (i.e. "first class" cabin air, "penthouse" accommodations, etc.), the Travelers agree to properly notify Kinship Vacations before the planning process has begun.

B. Kinship Vacations agrees to plan, organize and arrange a travel itinerary in keeping with the standards of our promotion as that translates to the unique needs of the Traveler, inasmuch as we are able to do so. This includes preparation of an itinerary which accommodates the desires of the Travelers and the creative use of our expertise in determining ideal destinations.

1. Kinship Vacations cannot control the market price of any travel components and cannot be expected to meet unreasonable budgetary restrictions set forth by the Traveler(s). Kinship Vacations is not responsible for price fluctuations or availability changes that occur during the planning process. Price and availability are never guaranteed until booked.
2. Travelers agree to furnish Kinship Vacations with the written or verbal information required by Kinship Vacations. This may include government-issued documentation and comprehensive questionnaires and follow-ups. Kinship Vacations agrees to maintain the utmost confidentiality and discretion regarding this information. Travelers understand that providing this information to Kinship Vacations enhances our ability to plan a travel itinerary for the satisfaction of the Travelers. Failure to provide this information may impede the planning process.
3. In view of the extensive time, effort, and material expense that Kinship Vacations/its consultants undergo in order to design a comprehensive vacation plan, the Traveler agrees to pay an up-front, non-refundable Trip Design and Planning Fee to Kinship Vacations upon signing this Agreement. The amount of the Planning Fee is strictly at the discretion of the consultant directly planning the vacation. Traveler(s) understand that Kinship Vacations and its consultants are in no way obligated to perform any planning services without collection of the planning fee.

C. If, after 90 days, Travelers fail to provide the requested information to Kinship Vacations, then Kinship Vacations may elect to terminate the Service Agreement.

D. Upon termination of the Service Agreement, Kinship Vacations may elect to retain the Trip Design and Planning Fee collected upon execution of this document if we believe that service time has warranted compensation. If we do not feel that our time has warranted such compensation, we will gladly apply the paid Trip Design and Planning Fee to a future vacation and will supply the Traveler with a voucher indicating as much. Such a matter will be at the sole discretion of Kinship Vacations.

E. Travelers understand that Kinship Vacations will not initiate any travel planning or research on behalf of the Travelers without sufficient information regarding the travel goals and desires of the Travelers, a fully paid Planning Fee, and any requested government-issued identification or documentation (such as a passport).

F. Travelers understand that Kinship Vacations must have a valid Credit Card Authorization Form on file before placing any travel components on hold, on deposit, or applying final payment. Any price fluctuations or supplier fees (late payment, etc) that may occur as a result are the sole responsibility of the Traveler(s).

G. Cancellations initiated or requested by the Traveler(s) for any reason will result in a Cancellation Fee charged by Kinship Vacations to the Traveler(s).

1. For cancellation after deposit but before final payment, a \$150 per person Cancellation Fee will be assessed.
2. For cancellation after final payment, a Cancellation Fee of 15% of the package total will be assessed.

You should discuss with your travel insurance provider if this fee will be protected by your coverage. Cancellation will NOT be processed until the appropriate Cancellation Fee is paid.

H. Kinship Vacations will always make every effort to plan a vacation itinerary to the satisfaction of the Travelers and will attempt to make adjustments or changes whenever necessary. Any changes to air, cruise or land components made after deposit will incur a minimum fee of \$150 per person. This does not include the addition of components, such as optional excursions or transportation, when no components of the package are being altered.

I. The Travelers agree to uphold their ethical obligations regarding fees collected by Kinship Vacations. Travelers agree that they will not authorize or initiate any chargebacks on fees collected by Kinship Vacations.

J. Traveler(s) and all members of their travel party acknowledge that it is his/her/their sole and complete responsibility to comply with all passport and documentation requirements, legal requirements, and vaccination/health requirements of the destination to which they are traveling as well as the transportation provider(s) and all suppliers, activities and excursions. Kinship Vacations is not responsible or liable for any penalties, cancellations, or trip interruptions that occur as a result of a member of the travel party's failure to comply. Kinship Vacations will make every effort to assist travelers by notifying them of certain requirements, but absolutely cannot be held responsible if Traveler(s) fail to do so.

K. Kinship Vacations will make every effort to quote Travelers with the best available price provided by our dedicated suppliers. Kinship Vacations' chief objective is to supply the Travelers with the most luxurious experience afforded by the Travelers' budget and desires. Kinship Vacations is not a wholesaler or bargain hunter and makes no claim to having access to the lowest available price on any given component. Our business model is to provide value to our clients in the way of accommodations, services, amenities and reliability.

If Travelers have any concerns regarding a quote offered by Kinship Vacations they should voice their concerns promptly so that the situation may be rectified appropriately. Kinship Vacations will make every effort to ensure that Travelers receive tremendous value for their money, even if it is at a higher cost than what may be found elsewhere. Kinship Vacations is always glad to discuss these terms with Travelers so that a fair price comparison may be made.

At no time will Kinship Vacations book travel through an online booking engine (or "OTA") that is marketed toward consumers (such as Expedia, Orbitz, etc) or any supplier we are uncomfortable with, because we have no recourse or ability to advocate for the Travelers should something go wrong. Kinship Vacations has personally or through our consortia vetted many tour operators and

suppliers for the benefit and protection of our customers. We are committed to only booking our clients' travel through reputable Suppliers who value enhancing the traveler experience.

If Travelers decide to book their travel independently after signing this Agreement and submitting the required Trip Design and Planning Fee, they forfeit the Trip Design and Planning Fee and Kinship Vacations bears no responsibility to further plan, purchase, book, or advocate on the Travelers' behalf.

If transportation or other services are canceled by the seller of travel, all sums paid to the seller of travel for services not performed in accordance with the contract between the seller of travel and the purchaser will be refunded within thirty days of receiving the funds from the vendor with whom the services were arranged, or if the funds were not sent to the vendor, the funds shall be returned within fourteen days after cancellation by the seller of travel to the purchaser unless the purchaser requests the seller of travel to apply the money to another travel product and/or date.