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Terms & Conditions

of

STARLIGHT2TRAVEL, INC.

PLEASE READ THIS DOCUMENT IN FULL. IT CONSTITUTES PART OF YOUR CONTRACT FOR YOUR TRIP AND ALL RELATED SERVICES. PLEASE CALL US IMMEDIATELY IF YOU HAVE ANY QUESTIONS.

Please thoroughly review these terms and conditions of STARLIGHT2TRAVEL, INC. and www.STARLIGHT2TRAVEL.com (hereinafter referred to collectively and singularly as "S2T"). __________(hereinafter referred to as "booking passenger") shall be the only recipient of this booking receipt and terms and conditions. It is the sole responsibility of booking passenger to inform all other parties traveling under booking passenger's reservation of the contents of these terms and conditions. The booking passenger, by accepting this document and making payment to the service providers, acknowledges that he/she has been advised of, reviewed, and accepts all of the terms and conditions hereof and contract for travel-related services.

BOOKING ACCURACY/LEGAL NAMES: Booking passenger shall immediately review all booking details, including but not limited to, verification of:

- 1. Each passenger's full legal name, mailing address, email address, telephone number, and date of birth;
- 2. Each passenger's possession of valid, legal and required forms of identification, including but not limited to passports and other government-issued identification, and all required visas;
- 3. All pricing, airfare, arrival/departure airports and times; and
- 4. All accommodations and organized activities on your booking receipt.

Please notify S2T immediately if any booking details require omissions and/or corrections. Booking passenger hereby voluntarily assumes the full and sole responsibility for any and all risks and/or costs relating failure to report such omissions and/or corrections to S2T in a timely fashion. Booking passenger is required to verify the accuracy of each passenger's legal first and last name. Each passenger's name in the booking details and on all booking and travel documents must be identical to the passenger's legal first and last name and identical to the names as they appear on the passenger's government-issued identification.

TRAVEL DOCUMENTS: Each person traveling under booking passenger's reservation shall be solely responsible to independently confirm all documentation requirements for all passport, visa, vaccination, or other entry and/or travel requirements of each destination. Booking passenger assumes sole responsibility for, and hereby releases S2T from all claims or responsibility for any and all damages relating to the failure by any passenger traveling under booking passenger's reservation to comply with applicable documentation requirements, including but not limited the requirement that each passenger procure, and have on his/her person, proper travel documents at

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all times. Furthermore, booking passenger acknowledges that important information and documents are contained at <u>www.STARLIGHT2TRAVEL.com</u>.

Booking passenger also hereby agrees to indemnify and hold S2T harmless from all claims for damages, of any kind, whether or not the claims are asserted in any court filing, relating to the failure by any passenger traveling under booking passenger's reservation to comply with applicable documentation requirements.

S2T recommends that booking passenger, and all other passengers traveling under booking passenger's reservation, consult with the appropriate domestic and foreign governmental agencies for the current document requirements. <u>Please note, effective January 23, 2007 a valid passport</u> will be the only acceptable document for travel to Mexico.

Suggested reference materials for passport, visa, health requirements as well as travel advisories:

For US Citizens: <u>http://travel.state.gov</u>

Western Hemisphere Travel Initiative: <u>http://travel.state.gov/travel/cis_pa_tw/cis_pa_tw_2223.html</u>

US State Department Travel Warnings: <u>http://www.travel.state.gov/travel/cis_pa_tw/tw/tw_1764.html</u>

US State Department Travel Alerts: http://www.travel.state.gov/travel/cis_pa_tw/pa/pa_1766.html

US Center for Disease Control for required vaccinations: <u>http://www.cdc.gov/travel</u>

Visa information for US citizens: http://www.travel.state.gov/travel/cis_pa_tw/cis/cis_4965.html

(examples of countries requiring Visas: Australia, Brazil, China, Egypt, India, Russia, & Turkey)

For Canadian citizens: http://www.ppt.gc.ca

COVID-19: https://travel.state.gov/content/travel/en/traveladvisories/ea/covid-19-information.html

*Note that this is not a comprehensive list of reference sites and is provided solely for your convenience. These sites are owned and operated by third-parties who may alter the information at any time, without notice.

PAYMENT: S2T accepts payment of its service fee via PayPal, through a form available at: <u>S2T</u> <u>Booking Management</u>. All other payments for your reservation shall be paid directly to the suppliers on behalf of KHM Travel Group. If you have any questions or concerns, feel free to contact us at any time.

Failure to remit payments on a timely basis will automatically put your booking at risk of cancellation. Please contact us immediately, **and in advance** of your payment due date, if you will

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be unable to meet any payment deadline or obligation. Without limitation, booking passenger voluntarily agrees to hold S2T harmless for cancellation of any booking for either late payment or declination of a credit card.

PRICING: Prices and availability quoted by S2T are not guaranteed until your deposit is fully paid. Pricing and availability may change without notice. Passenger agrees that S2T is not responsible for any errors or omissions in any quotes, advertisements, including those on our website, resulting in inventory, content, or pricing discrepancies nor is S2T responsible for any errors or omissions that may occur as a result of incorrect information from third-parties. Suppliers reserve the right not to honor any published prices that it determines were erroneous due to electronic, printing, or clerical errors. You acknowledge this right and agree to hold S2T harmless from all actions or damages arising from supplier pricing.

S2T reserves the right to charge booking passenger for all increases in taxes, fees or surcharges (e.g., fuel) relating to his/her reservation. Booking passenger acknowledges this right and agrees to pay all such additional taxes, fees, and surcharge immediately upon demand by S2T.

AIRFARE:

a. General Conditions Governing Air Transport

Airline tickets are highly restrictive, non-refundable, and non-transferable. Modification of passenger names, dates, times, routings, or departure/arrival airports is at the sole discretion of the airline and, if permitted, will likely be subject to a substantial change fee. Booking passenger shall be responsible for payment of all such fees relating to passengers traveling on booking passenger's reservation. With regard to the purchase of air tickets, S2T acts simply as an intermediary between you and the airline. Once you book a reservation, your credit card or debit card will be charged for the amount shown – regardless of whether or not the reservation is used. Booking passenger agrees that S2T shall not be liable for any claims, demands, damages or credit relating to unused airline tickets and further understands that unused airline tickets cannot be used toward any future bookings.

All tickets will be issued for economy class travel, unless otherwise specified. All travel will be round-trip, unless otherwise specified. Seat assignments are subject to each airline's policies and might not be available until you are at the airport on the day of departure. Airline tickets booked through S2T may not eligible to earn frequent flyer miles. You agree to confirm all bookings with the airline prior to the stated date of departure (S2T recommends confirming at least one (1) week prior to departure).

Direct flights may be "non-stop" or may involve one or more stop-overs (in the latter case this means the same flight by the airline, because the flight number remains the same). The same applies to connecting flights that may be subject to crew changes. When you reserve a scheduled or charter flight involving a stop-over in a town, and the second flight takes off from a different airport to the airport of arrival, ensure that you have sufficient time to reach the second airport. The journey to the other airport shall be at your sole expense. S2T will not be able to reimburse you



for these costs, nor will it be liable if you miss the second flight.

S2T's responsibilities in respect to air travel are limited by the relevant airline's conditions of carriage. The airline fulfilling your contract for carriage may change from the airline mentioned by S2T. S2T is unable to specify the type of aircraft to be used by any airline on a given flight. If

an airline cancels or delays a flight, you must work directly with the airline to ensure you arrive at your destination on or ahead of time. S2T will not provide any refund or credit for trips missed, delayed or cancelled.

b. Prohibited Practices

Booking passenger agrees that neither he/she nor anyone travelling on booking passenger's reservation shall deviate from the bookings through S2T by making any unscheduled stopovers. Tickets may not be purchased and used as fare(s) from an initial departure point on theticket which is before your actual point of origin of travel, or to a more distant point than your actual destination being traveled, even when the purchase and use of such tickets would produce lower fare. This practice is known as "Hidden City Ticketing" or "Point Beyond Ticketing" and is strictly prohibited. The purchase and use of round-trip tickets for the purpose of one-way travelonly, known as "Throwaway Ticketing" is also strictly prohibited. The use two or more differenttickets issued at round trip fares for the purpose of circumventing applicable rules (such as advance purchase/minimum stay requirements) commonly referred to as "Back-to-Back Ticketing" is prohibited.

Where a ticket is purchased and used in violation of these rules, S2T and the applicable air carrier have the right, in their sole discretion, to take all actions permitted by law, including but not limited to, the following:

1) Invalidate the ticket(s);

2) Cancel any remaining portion of your itinerary;

3) Confiscate any unused Flight Coupons;

4) Refuse to board you and/or to carry your baggage;

5) Require you to pay for the actual value of the ticket, which shall be the difference between the lowest fare applicable to your actual itinerary and the fare actually paid;

6) Delete miles in your frequent flyer account and/or terminate your participation in the frequent flyer program; and

7) Take legal action against you.

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c. Loss of air tickets

You agree to safeguard your tickets and to bear all costs and fees related to loss of theft your tickets. If you lose your air ticket or if your ticket is stolen, S2T advises that you immediately report it to the police and to the airline directly.

d. Luggage

Each airline has its own policy regarding luggage. We recommend that you check with your airline ahead of time for any weight restrictions and additional charges relating to checked baggage. You will be responsible to pay the airline additional fees and charges for checked or overweight baggage, including, but not limited to, golf bags and oversized luggage. If you exceed the weight limit set by your airline, and excess weight is permitted, you must pay all costs, fees and charges directly to the airline pursuant to its policies.

The airline is liable to you for the baggage you entrust to it only for the compensation set forth in the international conventions and relevant statutes. In the event of damage, late forwarding, theft or loss of luggage, you should contact your airline and declare the damage, absence or loss of your personal effects before leaving the airport, and then submit a declaration, attaching the originals of the following documents: the travel ticket, the baggage check-in slip, and the declaration. S2T strongly recommends that you obtain an insurance policy covering the value of your items.

e. Limitation of Liability for Air Transport

IN ADDITION TO THE LIMITATIONS OF LIABILITY SET FORTH ELSEWHERE HEREIN, YOU AGREE THAT S2T IS NOT LIABLE FOR ANY DAMAGES ARISING FROM OR RELATED TO ANY AIRLINE TIMETABLE CHANGES, DELAYS, CANCELLATIONS, MISSED CONNECTIONS, MECHANICAL PROBLEMS, INCLEMENT WEATHER, SEATING REASSIGNMENTS, LOST/DELAYEDBAGGAGE, SCREENING AND SECURITY DELAYS, REFUSED BOARDING OR FAILURE TO CHECK-IN PROPERLY.

<u>ACCOMMODATIONS AND ACTIVITIES:</u> "Accommodations" are defined as lodgings in a dwelling or similar living quarters afforded to travelers including, but not limited to, hotels, condos, quarters in cruise ships, motels, timeshares, campgrounds, and resorts.

a. Accommodation classifications

The number of stars attributed to hotels and accommodations quoted by S2T correspond to a classification system established as a point of reference in accordance with local standards in the host country. Please be advised that accommodations and the "star" designations may vary from country to country. The comments we make in our descriptions are based on our knowledge of the establishments and the comments we have received from customers. S2T makes no guaranteeabout the suitability or availability of accommodations, and if the particular accommodations sought are unavailable, we will do our best to reserve comparable accommodations, if possible. You shall

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bear all additional costs, fees, and charges (e.g., upgrades, balcony, etc.) S2T reserves the right, for technical reasons, in cases of force majeure or actions by third-parties, to replace the planned hotel with accommodations of the same category offering reasonably equivalent services. This would only be in exceptional circumstances and in such cases, we will inform you as soon as we are aware of this necessity.

b. Taking possession of and vacating your room

Policies regarding taking possession of and vacating rooms often vary by hotel and/or country, so it is your responsibility to check with the hotel ahead of time to review and verify its policies and times. S2T is not responsible for any costs, fees, charges and damages resulting from your failure to timely take possession of or vacate your room.

c. Types of room

Room classifications and amenities may vary by hotel and/or country, so it is your responsibility to check with the hotel ahead of time to verify the specific amenities offered at the time of your stay. S2T makes no guarantee that its descriptions and photographs are an exact representation of the particular rooms offered.

d. Meals

Meals provided or offered to you will depend on the meal plan chosen/applicable.

• All-inclusive. This includes accommodation, breakfast, lunch, dinner and normal drinks (mineral water, fruit juice, sodas, wines, local alcohol). Some alcoholic drinks may not be included and will be billed separately.

• Full board. This includes accommodation, breakfast, lunch and dinner, but no drinks.

• Half board. This includes accommodation, breakfast and either dinner or lunch, but no drinks.

In the case of full board or half board, drinks are not included, unless specifically mentioned in the description. In some countries drinking water is not always available, and any bottles of drinking water bought therefore shall be at the passenger's sole expense. It is necessary to comply with all relevant rules, particularly with regard to the opening hours of the restaurant(s) or bar(s), and the places designated for the consumption of meals and drinks.

e. Activities offered during your stay

Some activities are inappropriate for/unavailable to some individuals under 18 or with certain medical conditions. S2T shall not be held liable in the event of an incident or accident which is due to a lack of vigilance on your part.

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It is possible that certain activities referred to in your trip description are no longer provided by our local provider for climatic reasons, in the event of force majeure, during a stay out of the tourist season, or when the minimum number of participants required for providing a given activity is not reached (examples: group sports, children's clubs), or for other reasons out of the control of S2T. In the early or late season some activities may not be available, some of the facilities (restaurant, swimming pool, etc.) may be closed, or maintenance work may be in progress. As a general rule, entertainment and sports activities may vary in frequency depending on how many people are staying at the time and on climatic conditions. Particularly during the high-season it is possible that the number of parasols, loungers, umbrellas, cabanas, sports equipment, etc., are insufficient

for the demand. The opening hours of bars, restaurants, and clubs, etc., may be irregular and dependent on the management of the establishment in question. You agree that S2T is not liable for activities unavailable due to any of the reasons listed above.

The sports activities offered for collective participation are often organized by outside providers. Any travel costs related to such activities are at the passenger's sole expense. Similarly, these activities may be withdrawn at the discretion of the organizer if there is insufficient demand. This will not give rise to any entitlement to compensation, credit, payment, damages orrefund.

YOU ACKNOWLEDGE THAT THE USE OR ENJOYMENT OF AN ACTIVITY MAY BE HAZARDOUS AND INHERENTLY RISKY, AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, S2T SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURY OR DEATH; LOST, STOLEN, DAMAGED OR DESTROYED PROPERTY; OR OTHER LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE USE AND OPERATION OF THE ACTIVITY, AND ALL ACTIONS OR EVENTS OCCURRING PRIOR TO, DURING, AT OR AFTER, THE ACTIVITY.

f. Infants

We ask parents travelling with infants to bring with them the appropriate food for their child, as they may not be able to find it at their destination. You may be asked to pay a charge, for example for provision of a cot and/or for heating baby food and drinks. You should request this when making your reservation, although we cannot guarantee the availability of such services.

g. Pregnant women

S2T advises pregnant women to consult their doctors before making any reservation, in order to confirm that it is appropriate for them participate in the trip. You agree that S2T will not be liable for any damages arising from inability to participate in any or all of the trip due to pregnancy or related illness and no compensation will be payable under such circumstances.

h. Travelers with special needs or disabilities

If anyone traveling on booking passenger's reservation has special needs or a disability, you must

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call each provider of accommodations ahead of time and verify that the special needs can be met. S2T makes no guarantee as to the ability of any accommodations, activity provider, or facilities advertised on its site to meet the special needs of special needs or disabled people. S2T has no special knowledge regarding the suitability for disabled persons of any portion of any tour or activity offered. For information concerning the suitability for disabled persons for any portion of any tour or any tour or other reservation, contact the provider directly.

<u>CANCELLATION/MODIFICATION POLICIES</u>: All cancellations or no-shows are subject to penalties imposed by the suppliers. If you require a copy of these terms, please contact the supplier or your agent at S2T. Additionally, all booking cancellations, transfers to another Agency, or no-shows are considered cancellations and subject to a non-refundable <u>\$50 fee payable to S2T</u>

for each person traveling under booking passenger's reservation. The cancellation fees imposed by S2T are waived if the written request is received within a 3-business day grace period immediately following the date the full deposit is paid by booking passenger.

For all cancellations, the booking party MUST transmit a complete form available at: <u>S2T</u> <u>Cancellation Request Form</u> including all requested information. Upon making the booking, booking passenger hereby accepts and acknowledges liability for all cancellation fees imposed by S2T and the suppliers. Cancellations shall post on the day that the complete cancellation request forms are received by S2T, so long as they are received before 5:00 p.m. (EST) on a business day. All other cancellations will be posted on the following business day. Example: If the complete cancellation request form is received at 6 p.m. on Saturday – when S2T is closed – it willpost until the following Monday morning. Your cancellation will be confirmed via email when processed.

Booking party hereby agrees to all cancellation policies herein and waives all legal rights and remedies relating thereto, including the right or remedy to dispute or attempt to charge back any payments.

TRAVEL PROTECTION: Travel insurance protection is STRONGLY RECOMMENDED.

As your travel agent, we have a professional responsibility to recommend the purchase of travel protection to protect both you and your vacation. While we do offer coverage through certain carriers, we cannot compare all the policies or companies currently in the marketplace. This responsibility rests solely with you the booking passenger and we advise you to do your research and find coverage that best fits your individual needs. S2T is limited to advising you of the need for such coverage.

By declining travel protection, you acknowledge and accept liability for any cancellation penalties, damages and/or out-of-pocket expenses incurred. You also acknowledge and accept responsibility for arranging and paying for any treatment in case of a medical emergency while traveling. Please note that if you decline this type of coverage, you have waived your right to thisimportant coverage and your confirmation will note "declined" next to the travel protection section fyour confirmation. If you HAVE purchased travel protection, please remember to review your confirmation for accuracy and call us immediately if you believe you have travel protection, and your confirmation indicates declined. You agree that your failure to contact us prior to your first date of travel shall



constitute a waiver of travel protection.

We urge you to read your travel insurance policy when it arrives, as it contains important information. This information includes, but is not limited to, details on the extent of coverage and procedures for making a claim.

All requests for service under the policy must be filed directly with the travel insurance provider, in accordance with the policy terms and conditions. S2T is unable to give advice with regard to possible cancellations and any associated claims processing. All questions regarding cancellation, penalties, and coverage should be directed to your travel insurance provider(s). Please note that the travel insurance provider may not be allowed to discuss your claim with S2T due to privacy laws (e.g., HIPAA). Accordingly, you acknowledge that S2T cannot be involved in any aspect of your claim/request for service. Passenger(s) acknowledge and agree that S2T has no control over the travel insurance provider or its coverage decisions, and as a result, S2T is not responsible for and shall not be liable for policy coverage, claims processing, or the denial of any claims.

<u>AGENT/INTERMEDIARY</u>: S2T is simply an intermediary between the suppliers and thepublic. S2T does not own or operate any of the hotels, shore excursions, tours, transportation providers, cruise lines, vessels, airlines, travel protection companies, attractions, or other travel- related suppliers who provide goods or services for the booking passenger's trip. Booking passenger acknowledges and agrees that S2T shall not be responsible for any loss, damage, claim,delay, inconvenience or injury to booking passenger or anyone traveling under booking passenger's reservation as a result of a breach of contract, act or omission whether willful or negligent, criminal or otherwise of any person other than S2T or its direct employees, including but not limited to these suppliers, their employees, agents, servants, or representatives.

Suppliers reserve the right to deviate from the direct, customary and/or scheduled route or itinerary for any reason, without limitation and without notice. Booking passenger acknowledges and agrees that S2T is not responsible for supplier deviations, delays, cancellations, mandated overnight stays, missed connections or any other condition beyond S2T's control. S2T shall not liable for any loss due to booking passenger's gambling and is not responsible for any purchases made while on the trip.

S2T recommends that all passengers be in good physical and mental health and have medical approval/clearance to travel. Any physical disabilities of passengers travelling under booking passenger's reservation must be reported to S2T at the time of initial booking so S2T can contact the suppliers to investigate amenities and/or special accommodations offered. Passengers are required to provide his or her own personal or individually prescribed devices such as wheelchairs, walkers, or similar devices. If more than minor assistance is needed, Suppliers may require that the passenger be accompanied by a companion who is capable of, and responsible for, providing such assistance. Suppliers often reserve the right to reject Passengers whose mental or physical condition may interfere with the itinerary. Passenger(s) acknowledge and agree that S2T shall be held harmless for any and all claims relating to supplier rejection relating to mental or physical condition.

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While S2T prides itself on selecting top quality suppliers, no undertaking, guarantee or warranty is given or shall be implied as to the fitness or condition of the supplier's accommodations, transportation, or any food, drink, medicine, or provisions supplied. Booking passenger acknowledges and agrees that S2T shall not be responsible for refunding, either fully or partially, any amounts paid due to unsatisfactory services from any supplier. In no event shall S2T be liable for any accident which occurs in hotels, in resorts, on airplanes/in airports, on buses/in bus stations, on trains/in train stations, on board a cruise ship, on tenders, on shore excursions, or during any mode of transportation encountered during the trip, resulting from equipment or any other cause. Booking passenger admits a full understanding of the nature and character of the mode of transport and assumes all risks of travel, transportation and handling of passengers and baggage.

LIMITATION OF LIABILITY: Since the worldwide COVID-19 coronavirus pandemic remains ongoing at this time, booking passenger acknowledges that, for this reason and other

reasons not reasonably foreseeable, booking passenger's travel plans may be interrupted or cancelled by the supplier(s), a government or political body, or other third-party over which S2T has no control. Booking passenger further acknowledges that the supplier's own cancellation, rebooking and refund policies, subject to any applicable laws that are now or may later be in effect, will govern your rights and remedies, including a right to receive a refund. Moreover, booking passenger understands that he/she purchases travel insurance, the terms of the policy will dictate whether, and to what extent, coverage for any financial loss may exist under the circumstances.

By signing below, booking party hereby agree to hold S2T harmless and release it from any and all liability for any damages, including but not limited to monetary losses, incurred as a result of such interruption or cancellation of travel plans.

In addition, without limitation, booking passenger assumes the risk of, and agrees that S2T is not liable for, all damages arising from or related to any act of God or public enemies, arrest, restraints of any government or rulers of people, piracy, war, revolution, extortion, terrorist activity, threatened or actual rebellion, political upheaval, civil unrest, riots, fire, lockouts, explosion, collision, weather conditions, dangers incident to the sea, mechanical or construction failures or difficulties, diseases, local laws, abnormal conditions or developments, closure of airports/seaports/hotels/train stations, carrier or supplier logistical problems, computer problems stranding, food or water poisoning, illness, grounding, perils of the sea, rivers, canals, locks or other waters, perils of navigation of any kind, theft, accident to or from machinery, boilers, or latent defects even though existing at commencement of the trip, desertion or revolt of crew, or lost/damaged/delayed luggage.

MODIFICATION OF TERMS AND CONDITIONS: The Terms and Conditions may be amended or modified by S2T at any time without notice. It is therefore essential that you consult the Terms and Conditions prior to making each and every booking, particularly in order to ensure what provisions are in operation in case they have changed since the last time an order was placed by you.

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Only those who have accepted the Terms and Conditions and affirmatively indicated their consent to be bound by the Terms and Conditions may make a booking with S2T. Without this acceptance any order is subject to cancellation at any time.

The failure of S2T to act with respect to a breach of these Terms and Conditions by you, or others, does not waive its right to act with respect to subsequent or similar breaches. S2T does not guarantee it will take action against all breaches of this these Terms and Conditions.

SEVERABILITY: If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

HEADINGS: Headings are for reference purposes only and do not limit the scope or extent of such section.

MANDATORY ARBITRATION / FORUM / CHOICE OF LAW: The Parties hereby agree that any and all disputes arising out of or relating to this Agreement shall be submitted to final binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association and shall be governed by the laws of the State of Ohio. The Parties agree that the arbitration shall take place only in Lake County, Ohio and will be conducted by a single mutually agreed upon arbitrator. The arbitrator shall permit both sides to conduct reasonable discovery, in her/his sole discretion, and shall render a written award. Payment of the cost of the arbitration, including the arbitrator's fees and room rental, shall be split equally between the Parties. Judgment upon the award rendered by the arbitrator only may be entered in courts located in Cuyahoga County or Lake County.

The Parties acknowledge and agree that this arbitration is their sole recourse and that they may not file a lawsuit against S2T. If Passenger(s) fails to submit his/her claim to arbitration and instead files suit, S2T shall be entitled to recover its reasonable attorney's fees and all other costs incurred in the enforcement of the terms of this Agreement, including costs incurred seeking referral to arbitration. Passenger(s) and S2T agree that neither party shall be entitled to join or consolidate claims or arbitrate any claim as a representative or class action.

BOOKING PASSENGER:

Signature

Name (Printed)

11 Date