



LIFE IS BETTER TRAVELING, LLC

BASED IN PITTSBURGH, PA

Terms and Conditions

Thank you for choosing Life is Better Traveling. The terms "we", "us", "our", and "LBT" refer to Life is Better Traveling, LLC, dba Life is Better Traveling, LLC dba Life is Better Traveling, a host travel agency and Pennsylvania limited liability company, as well as its travel agents. The terms "you", "traveler", or "participant" refers to the traveler making a booking with us and all members of their group. We look forward to helping you plan your personalized dream vacation, and our travel agents are always just one phone call away to handle all of your travel needs.

Contract

We draw your attention to the terms and conditions of travel herein ("Terms and Conditions" or "Terms"), and such Terms and Conditions, as well as all brochures, documents, correspondence, and the terms and conditions of our Suppliers (as herein defined), form the basis of the contract with you. Before making a booking with us you must ensure that you have read and understood these Terms and Conditions (and ask any questions you may have). **Please be aware that these terms and conditions contain waivers of liability as well as waiver of class action and venue selection and notice clauses.** By asking us to confirm your booking, or providing us with your non-refundable deposit or the non-refundable planning fee, you are acknowledging that you have read, accept and agree with all of these Terms and Conditions and those of our Suppliers (copies of which may be provided to you upon request). The lead passenger of your group is taking responsibility for all bookings on their trip/reservations, including bookings for other people who are authorized to book on their behalf, and sharing these Terms and Conditions with the same.

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.

LBT has the right, in our sole and absolute discretion, to update and change our Terms and Conditions at any time, without notice to you. Updated versions of the Terms and Conditions will be posted on our website and are effective immediately upon posting. If we make material changes, we will notify you. Please check frequently, especially before you make a booking, to see if these Terms and Conditions have changed. Your continued use of our services, including continuing to use or maintain any bookings after any changes to the Terms and Conditions, constitutes your consent to said changes.

You agree that any violation of any part of these 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, and (c) your being denied access to the applicable travel related product or service.

Scope/Agency

LBT does not provide, own, or control the travel services and products that are provided as part of your trip, including, without limitation, flights, accommodations, cruises, rental cars, private transfers or private guides, packages, or travel insurance (the "Travel Products"). The Travel Products are owned, controlled, or made available by vetted third parties including without limitation, airlines, hotels, vehicle rental companies, tour operators, cruise lines, destinations, or any other service or product provider (collectively, "Suppliers"). The Suppliers are solely responsible for the Travel Products. The Supplier's terms, conditions and privacy policies apply to your booking so you must agree to and understand those terms. Your interaction with any Supplier is at your own risk; LBT does not bear any responsibility should anything go wrong with your booking or during your travel. Hence, as the traveler, you agree that LBT acts only as agent for the traveler in acquiring transportation, hotel accommodations, cruises, sightseeing and other privileges or services for the travelers' benefit, and on the express condition that LBT shall not be responsible for any loss, accident, injury, delay, defect, omission or irregularity which may occur or be occasioned, whether by reason of any act, negligence or default of any company or person engaged in or responsible for carrying out any of the arrangements, or otherwise in connection therewith. **LBT, AS THE BOOKING AGENT ONLY, IS PAID ON COMMISSIONS AND FEES, AND YOU AND ALL TRAVELING PARTY MEMBERS UNDERSTAND**

Life is Better Traveling, LLC is based in Pittsburgh, PA

AND AGREE THAT THE MAXIMUM AMOUNT OF ANY RECOVERY AGAINST LBT SHALL NOT EXCEED FIFTY PERCENT (50%) OF THE COMMISSION EARNED BY LBT ON THE APPLICABLE TRIP.

Booking/Payment

When you are ready to start your next adventure, you'll initially inquire via email, phone or through our website and provide us with certain general information to assist us in the initial planning of your trip. Thereafter, one of our travel agents (if you did not personally select one yourself) will reach out to you to discuss the next steps in planning your vacation. By giving us a deposit or any planning fees, or booking through us, you acknowledge that you have agreed to, and have accepted, these Terms and Conditions, and you further agree that these Terms and Conditions shall incorporate any applicable Supplier's Terms and Conditions. After receipt of your initial deposit specified in your invoice (of which 50% of said deposit is NON-REFUNDABLE), we will confirm your booking and send you a confirmation of the same. If you engaged LBT to plan a custom trip, you must approve our proposed custom itinerary as well as the aggregate cost of your trip prior to booking (by either LBT or you). The invoice will contain the current aggregate price for your entire booking, as well as contain a list of the Suppliers providing travel-related products and services in connection your booking. The deposit and can either be paid in full upon receipt or, if applicable, in installments as described in the invoice. This invoice is subject to change until you receive confirmation that your travel is booked. After booking you will receive your final itinerary and other important travel information. All payments (including, without limitation, our planning fees and 50% of any deposits) are NON-REFUNDABLE, unless stated otherwise in the Terms & Conditions of the Supplier. You must make all payments in full and on time. If payments are not received when due, we reserve the right to cancel your participation in the trip and apply the cancellation charges set out in the cancellation section below. Failure to make any payment may result in the cancellation of your participation. In such a case this would be considered a cancellation by you and the cancellation terms and fees as described below would be in effect. Once payment in full for your trip is processed, you will receive i) a receipt and ii) a checklist of items for you to review, prepare and complete, as well as various travel documents. Please review these documents carefully and promptly as we will not be responsible for any errors. It is your responsibility to review all travel documentation and alert us as soon as possible with any corrections.

LBT is not responsible for any components of the vacation that were not booked through or with LBT, and all communications relating to any such non-LBT components, including questions about changes, cancellation, payments, and refunds, must be exclusively through the entity or individual that booked said component. If a Travel Product of the vacation is booked with LBT but the client does not seek out help from LBT to make changes and instead moves any components or freely books another component themselves, then such component shall be at the traveler's sole cost, liability, and responsibility. In no event shall LBT be responsible for any issues, claims, losses, etc. that may arise in connection with your use of a third-party travel agent unaffiliated with LBT.

Travel Information, Destinations and Documentation

We would like to bring to your attention the importance of accuracy regarding the information on your travel documentation. Names provided to secure reservations must match travelers' passports. Middle names are not required to appear on airline tickets. Date of birth and complete passport details are required. Any minor name corrections advised after airline tickets have been issued will incur fees. Not all name corrections will be permitted by airlines and may require the purchase of a new ticket. Travelers voluntarily assume full and sole responsibility for any and all risks and/or costs involved with failure to report any errors and/or omissions to documentation.

Travel to certain destinations may involve greater risk than others. LBT urges travelers to remain informed daily as to current news, as well as to review travel prohibitions, warnings, announcements, and advisories issued by the United States Government prior to booking travel to international destinations. Information on conditions in various countries and the level of risk associated with travel to certain international destinations can be found at <http://www.state.gov>, and <http://www.cdc.gov>. In addition, you should consult with government websites to ensure that you are complying with all requirements for admittance into that country, including COVID-19 requirements, as well as understanding local laws that govern travel within a country, such as medical tests and tracking. **It is your responsibility to be aware of any and all requirements for admittance to a country or state, including Covid-19 requirements. Should you choose to travel to a country that has been issued a travel warning or advisory, LBT will not be liable for damages or losses that result from travel to such destinations.**

It is the responsibility of each traveler to obtain and carry a valid passport, visa(s), inoculations, and all other documents required by applicable government regulations. For up to date requirements US citizens should visit www.travel.state.gov. When travelling domestically within the USA or internationally, the U.S. Transportation Security Administration (TSA) and U.S. Department of Homeland Security (DHS) advise that everyone carry at least two forms of acceptable identification in order to board a flight, found here: <http://www.tsa.gov/traveler-information/acceptable-ids>. LBT strongly recommends that you take into account that certain countries will not admit a passenger if their passport expires within six (6) months of the date of entry. Non-USA citizens may require additional documentation. Children and infants also require all such travel documents. Minors traveling with one parent, and/or without both parents, may be stopped and not admitted, unless authenticated and verified consent forms are provided to the authorities.

Recommended inoculations for travel may change and you should consult your practitioner for current recommendations before you depart. It is your responsibility to ensure that you meet all health entry requirements, obtain the recommended inoculations, take all recommended medication, and follow all medical advice in relation to your trip. Inoculation requirements can be found on the Center for Disease Control website at <https://www.cdc.gov/>.

You acknowledge any failure to strictly comply with these requirements may result in denied boarding or an undue delay at an airport security checkpoint causing traveler to miss flight(s), and subsequent scheduled travel bookings tours. LBT bears no responsibility for advising and/or obtaining required travel documentation for you, or for any delays, damages, and/or losses including missed portions of your vacation related to improper documentation or government decisions about entry.

We cannot accept unaccompanied minors under 18 for any travel. For certain countries, a notarized consent from both parents or legal guardian(s) is required for children younger than 18 years old traveling with one parent, or in someone else's custody; or a notarized birth certificate showing only one parent, a parent's death certificate, or a court order of child custody MAY also be permissible. Be sure to check with your travel agent, inquire with your destination's consulate, or visit websites such as travel.state.gov, dhs.gov or iatatravelcentre.com. Some airlines may require documentation for children traveling without their legal guardian beyond what is mandated by the destination country, and you must contact your airline directly for details.

Credit Card Bookings; Chargebacks

While we do accept major credit cards including Visa, Mastercard, American Express and Discover, as well as payment via Venmo, Paypal and ACH transfer, travelers must provide to us a click or signed authorization for every transaction for your trip. Your authorization is an agreement for us to charge your card and an acknowledgement and agreement to these terms and conditions including the cancellation terms. As such you agree not to make any improper chargebacks.

In certain cases, you have the ability to dispute charges with credit card companies ("chargebacks"). Before initiating a chargeback, we you must first to call us to discuss any questions or concerns about our charges. We will work with you in attempting to resolve your concerns. By using our service to make a reservation, you accept and agree to our cancellation policy. LBT retains the right to dispute any chargeback that is improper and recover any costs, including attorney's fees, related to improper chargebacks. Additionally, in the event of an improper chargeback, we retain the right to cancel any travel reservation related to that improper chargeback. The following chargeback scenarios are improper, and we retain the right to investigate and rebut any such chargeback claims:

- Chargebacks resulting from non-cancellable reservations, whether or not the reservation is used;
- Chargebacks resulting from charges authorized by family, friends, associates or other third parties with direct access to your credit card. This does not include credit card fraud;
- Chargebacks arising from inconsistency or inaccuracy with regard to the Supplier's product description;
- Chargebacks resulting from force majeure or other circumstances that are beyond the control of LBT or a Supplier; and
- Chargebacks resulting because you do not agree with the cancellation policy.

Price and Rate Changes

The price of your itinerary will be based on known costs at the date of issue of the itinerary. Many components of your trip are priced as a package by our Suppliers and other third parties. As a result, we do not itemize or breakdown costs of our trips. All prices we advertise are accurate at the date published, but we reserve the right to change any of those prices from time to time. Prices for transportation include a cost for fuel and local taxes that are estimated at the date of this publication. Provided, however, that self-driving tours do not include the cost for fuel and local taxes. At the time of booking confirmation, we will provide you with an invoice reflecting the current aggregate price for your entire booking.

We reserve the right, prior to receipt of full and final payment from you, to add a supplement to your travel prices should our costs of supplying your travel increase. Any increase to your travel price will be as the result of changes in our costs of supplying your travel resulting from transportation charges, (fuel, airport charges, scheduled air fares and other transport charges which form part of our contract with the transport provider), dues or taxes payable locally, currency fluctuations and government action, any other airline surcharges, taxes, or fees payable for services (regardless of whether the Supplier or LBT is listed on the invoice). If our costs to supply your travel increase, we reserve the right to increase the price of your travel and will forward a new invoice reflecting any changes made. After final payment your price is locked in, however, we reserve the right to make changes to and correct errors in advertised prices at

any time before your travel is confirmed. We will advise you of any errors of which we are aware and of the then applicable price at the time of booking.

Cancellation

Cancellation of travel must be made in writing and is effective from the date we receive the written notification. 50% of the applicable deposit as well as our planning fee is always non-refundable. Furthermore, our cancellation fees are:

More than 60 days prior to departure = 35% of the cost of the trip

31-60 days prior to departure = 50% of the cost of the trip; and

0-30 days prior to departure = 100% of the cost of the trip.

LBT incurs costs with the Suppliers of your trip well in advance of your departure date. All Suppliers have their own terms and conditions and cancellation policies, which apply to your booking. Upon receipt of your cancellation request we will contact the Suppliers for any applicable refunds subject to the Supplier's terms and conditions/cancellation policy. If you are entitled to a refund, please note that the Supplier is responsible for this refund, not LBT. Suppliers may choose to provide a travel voucher or credit in lieu of refund. We are not responsible for a Supplier's failure to pay a refund or for Supplier bankruptcy or insolvency.

If the reason for cancellation is covered under the terms of your travel protection plan you may be able to reclaim these charges, for this reason we strongly encourage the purchase of a travel protection plan including additional cancel for any reason coverage.

Airline tickets are governed by the air carriers' terms, and we are not responsible for any air carrier's decision regarding refund. Similarly, cancellation policies for cruises vary by cruise line (most are non-refundable). Upon request, we will provide you with the applicable cancellation policies of the Supplier.

Changes and Cancellation by the Supplier

We will inform you as soon as reasonably possible if a Supplier needs to make a significant change to your confirmed booking or to cancel. We will also liaise between you and the Supplier in relation to any alternative arrangements offered by the Supplier, but we will have no further liability to you. If between planning time and/or during actual travel, circumstances require changes, LBT and its Suppliers, reserve the right to cancel or vary any itinerary and substitute components of any trip, including but not limited to hotels and accommodations of comparable quality, if air schedule or surface transportation charges, security matters, Force Majeure (as herein defined), and/or other events make such alterations necessary. Suppliers may substitute transportation equipment depending on any variety of factors, including the volume of passengers on a trip. During local or national holidays or special events, peak seasons, on certain days of the week, and during religious occasions, certain facilities such as museums, churches, restaurants, sightseeing tours, hotels, and shopping may be limited or not available. Alternatives will be offered whenever possible. LBT cannot be held responsible for any closures, necessary itinerary changes, or curtails for any reason. These changes will not be considered material changes and will not be considered cause for cancellation by the traveler. Normal cancellation penalties still apply to the trip that has been changed.

No Refund for Unused Arrangements

As LBT's prices are based on contract rates, there will not be any refund for any unused portion of a travel booking. If you cancel while the trip is in progress, there is no refund for the unused portion.

Air Reservations

We have no control over the airlines' services, schedules or refund policies. Your contract for airfare is with the carrier and subject to its terms and we will not be liable for any change fees or cancellation fees or other additional cost you incur with the air carrier. Airline tickets have strict change/cancellation policies and are 100% non-refundable. Traveler is responsible for providing a copy of their passport page and ensuring the names shown on their airline reservation are correct prior to tickets being issued. Due to continual changes in airline baggage policies, it is suggested that you inquire with your airline's website for up-to-date fees and information. LBT is NOT responsible for additional fees incurred for baggage or seating. LBT further advises you personally to re-confirm your flight schedule within twenty-four (24) hours prior to departure directly with the airline in case of any last-minute changes or delays. Most airlines allow you to check in online twenty-four (24) hours prior to departure.

We will try to accommodate seating requests for your travel. Please note, seating requests are "requests" only. While we may be able to provide you a "seat number", this seat is not guaranteed until check-in. Airlines reserve the right to change seating requests. LBT is not responsible for the seat you are assigned.

Force Majeure

LBT assumes no liability for, any loss, damage, delay, or cancellation resulting in whole or in part from an Act of God or any other force majeure condition, including, without limitation: fire, volcanic eruption, hurricane, environmental pollution or contamination, inclement weather, earthquake, low or high water levels, flood, water or power shortages or failures, tropical storms or hurricanes, riots or civil commissions or disturbances, and any other acts of a similar nature, sabotage, arrests, strikes or labor disruptions, restraint of rulers or peoples, expropriations, acts of terrorism, war, insurrection, quarantine restrictions, government health advisories, epidemics, pandemics, or warnings or alerts of any kind of nature, government seizures, refusal or cancellation or suspension or delay of any government authority or any license, permit or authorization, damages to its facilities or the travel Supplier and its facilities, or any other unforeseen circumstances or any other factors unforeseen by LBT that impacts negatively on, or hampers, its ability to fulfill any of its contractual conditions. In the circumstances amounting to force majeure, we will not be required to refund any money to you, although if we can recover any monies from our Suppliers, we will refund these to you without any charge by LBT. 50% of the deposit and any planning fees are NON-REFUNDABLE and will not be returned as it accounts for the work we did in planning your tour.

Travel Protection

It is the traveler's responsibility to protect their purchases. For this reason, travel protection insurance coverage including additional cancel for any reason coverage is strongly recommended. Such a plan should cover Trip Cancellation or Interruption, Medical Expense, Emergency Evacuation/Repatriation, and Baggage, at a minimum. Travel protection plans can help protect you in the event of loss of non-refundable trip deposits and payments that result from cancellation or trip interruption (due to a covered reason such as injury or illness before or during the trip). It also helps with reimbursement for medical emergency costs (including very costly medical evacuation costs), missed connections and baggage loss. Travel Protection Plans including cancel for any reason coverage must be purchased in close conjunction with your travel purchase.

LBT offers several travel protection plans through travel protection insurance Suppliers. LBT is not qualified to answer technical questions about the benefits, exclusions, and conditions of travel insurance plans. LBT cannot evaluate the adequacy of the prospective insured's existing insurance coverage. If you have any questions about your travel protection, call your insurer or insurance agent or broker.

Insecticide Notice

Travelers are encouraged to check the list of countries that require airlines to treat the passenger cabin with insecticides prior to the flight or while on the aircraft on the U.S. Department of Transportation's Web site, as this list is updated from time to time: <https://www.transportation.gov/airconsumer/spray>.

COVID-19 Release of Liability

By booking a tour at this time, you acknowledge the highly contagious nature of COVID-19 and voluntarily assume the risk for yourself and any minors traveling with you, that you or they may be exposed to or infected by COVID-19 by traveling and that such exposure or infection may result in personal injury, illness, permanent disability, and death even if such injuries or losses occur in a manner that is not foreseeable at the time you book your tour. You acknowledge that exposure to such viruses or disease is an inherent risk of traveling, which cannot be controlled or eliminated by LBT.

You acknowledge that due to the uncertainty of travel at this time, your tour may be postponed or cancelled, or changes may be made to itineraries due to closures of certain sites or activities, for which there may be no refund. You may also be required to quarantine if you test positive at any point on a tour. Some locations may require you to have a vaccination. You are responsible for understanding these requirements and must not rely on LBT to provide these details. You understand that you may become sick before, during, or after the tour and may not be able to travel and such cancellation or interruption will be subject to our cancellation terms below, for which we will not be liable.

You agree that due to uncertainty caused by COVID-19 LBT has strongly encouraged the purchase of travel protection coverage, including cancel for any reason coverage if and when available, and that should you fail to purchase travel protection coverage, LBT shall not be liable to any losses howsoever arising. LBT shall not be liable for any COVID-19 losses not covered by your selected travel protection coverage.

You, for yourself, and any minors traveling with you, and on behalf of your and their heirs, assigns, personal representatives and next of kin (collectively, the "Releasers"), HEREBY RELEASE, AND HOLD HARMLESS LBT, its owners, members, agents, and/or employees, and Suppliers collectively, the "Releasees"), of, from and against any and all claims, damages, demands, losses, and liability

arising out of or related in any way, in whole or in part to any POSTPONEMENT, CANCELLATION, CHANGES, INJURY, DISABILITY, DEATH OR ANY OTHER LOSS you may suffer due to exposure, infection, spread, closure, and travel restrictions related to COVID-19 or any other infectious diseases, viruses, etc., WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law. The terms of this HOLD HARMLESS AND RELEASE OF ALL LIABILITY paragraph, shall survive any termination or cancellation of these Terms and Conditions, whether by operation of law or otherwise.

Limitation of Liability and Damages Against LBT

LBT AND ITS EMPLOYEES, SHAREHOLDERS, AGENTS, AND REPRESENTATIVES USE THIRD PARTY SUPPLIERS TO ARRANGE TOURS, TRANSPORTATION, RENTAL CARS, SIGHTSEEING, LODGING, AND ALL OTHER SERVICES AND PRODUCTS RELATED TO YOUR TRAVEL. WE ARE AN INDEPENDENT CONTRACTOR AND ARE NOT EMPLOYEES OR AGENTS OR REPRESENTATIVES OF ANY SUPPLIERS. WE DO NOT OWN, MANAGE, OPERATE, SUPERVISE, OR CONTROL ANY TRANSPORTATION, VEHICLE, AIRPLANE, HOTEL OR RESTAURANTS, OR ANY OTHER ENTITY THAT SUPPLIES SERVICES RELATED TO YOUR TRIP. ALL SUPPLIERS ARE INDEPENDENT CONTRACTORS AND ARE NOT AGENTS OR EMPLOYEES OR REPRESENTATIVES OF OURS. ALL TICKETS, RECEIPTS, COUPONS, AND VOUCHERS ARE ISSUED SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED BY EACH SUPPLIER, AND BY ACCEPTING THE COUPONS, VOUCHERS, AND TICKETS, OR UTILIZING THE SERVICES, ALL TRAVELERS AGREE THAT NEITHER LBT, WORKHUMAN, NOR ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES ARE OR MAY BE LIABLE FOR ANY LOSS, INJURY, DEATH, ACCIDENT, DELAY, IRREGULARITY, OR ANY OTHER DAMAGES OR EXPENSES TO ANY TRAVELER OR THEIR BELONGINGS, OR OTHERWISE, IN CONNECTION WITH ANY SERVICE SUPPLIED OR NOT SUPPLIED RESULTING DIRECTLY OR INDIRECTLY FROM ANY OCCURRENCE BEYOND OUR CONTROL. WE ASSUME NO RESPONSIBILITY OR LIABILITY AND WILL MAKE NO REFUND IN THE EVENT OF ANY DELAY, CANCELLATION, OVERBOOKING, SCHEDULE CHANGE, CESSATION OF OPERATIONS, LABOR DISPUTE, STRIKE, ACTS OF GOVERNMENT, ACTS OF WAR, TERRORISM, DISEASE, PANDEMIC, QUARANTINE, WEATHER OR OTHER FORCE MAJEURE EVENT OR OTHER CAUSE BEYOND OUR DIRECT CONTROL (EXCEPT TO THE EXTENT REQUIRED UNDER APPLICABLE CONSUMER PROTECTION LAW). WE HAVE NO RESPONSIBILITY FOR ANY ADDITIONAL EXPENSE, OMISSIONS, DELAYS, OR RE-ROUTING CAUSED BY ANY ACTS OR OMISSIONS OF ANY SUPPLIER OR GOVERNMENTAL AUTHORITY. THE FACT THAT WE INCLUDE OR OFFER ANY PRODUCT OR SERVICE ON/THROUGH OUR WEBSITE AND/OR TRAVEL AGENCY SERVICES DOES NOT MEAN WE ARE ENDORSING OR RECOMMENDING SUCH PRODUCT OR SERVICE. ANY AND ALL CLAIMS REGARDING ANY PRODUCTS AND SERVICES OFFERED THROUGH OUR WEBSITE AND/OR TRAVEL AGENCY SERVICES ARE LIMITED TO CLAIMS AGAINST THE SUPPLIER OF SUCH PRODUCTS AND SERVICE. WE HEREBY DISCLAIM ANY LIABILITY, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, INCLUDING WITHOUT LIMITATION LIABILITY FOR ANY DIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL, INCIDENTAL OUR INDIRECT DAMAGES, IN CONNECTION WITH PRODUCTS OR SERVICES PROVIDED BY ANY SUPPLIER THROUGH OUR WEBSITE, INCLUDING, WITHOUT LIMITATION, LIABILITY FOR ANY ACT, ERROR, OMISSION, INJURY, DEATH, PROPERTY DAMAGE, LOSS, ACCIDENT, DELAY, IRREGULARITY OR ANY OTHER DAMAGES OR EXPENSES WHICH MAY BE INCURRED THROUGH THE FAULT, NEGLIGENCE, OR OTHERWISE, OF SUCH SUPPLIERS AND YOU HEREBY EXONERATE US FROM ANY LIABILITY WITH RESPECT TO THE SAME. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT SHALL LBT BE LIABLE TO TRAVELER FOR ANYTHING MORE THAN FIFTY PERCENT (50%) OF THE COMMISSION EARNED BY LBT ON THE APPLICABLE TRIP. LBT RESERVES THE RIGHT TO REFUSE ANY TRAVELER OR POTENTIAL TRAVELER IN ITS SOLE, ABSOLUTE AND UNFETTERED DISCRETION.

Non-Responsibility & Supplier's Terms and Conditions

LBT acts as a sales/booking agent for various Suppliers of travel-related services and products, including without limitation, airlines, hotels, vehicle rental companies, tour operators, cruise lines, destinations, or any other service or product provider named in your itinerary (collectively, "Suppliers"). You acknowledge and agree that, with respect to Suppliers and/or service providers, additional terms and conditions shall apply to your reservation and/or purchase of products and services (collectively, "**Supplier Terms**"). You shall abide by such Supplier Terms, including without limitation payment of all amounts when due and compliance with the applicable terms, conditions, policies, rules, and restrictions. You understand that any violation of any such Supplier Terms, conditions, policies, rules, or restrictions, including without limitation timely payment, may result in: (i) you forfeiting any monies paid for such reservation or purchase; (ii) cancellation of your reservation or purchase; (iii) you being denied access to any hotels, or any other products or services; and (iv) us debiting your account for any costs we incur as a result of such violation. You acknowledge and agree that: (i) Suppliers may change their prices without notice prior to reservation or purchase by you; and (ii) you shall be responsible for all charges, fees, duties, taxes, and assessments arising out of your use of our travel agency services, including without limitation all reservations

and purchases you make. You acknowledge that some Suppliers may require you to sign a liability waiver or other forms prior to using their services, and you understand that your unwillingness to do so may result in a cancellation of your reservation(s), being denied access to the Supplier's services, and forfeiting any monies paid for such reservation(s), in accordance with applicable Supplier Terms.

Assumption of Risk/Waiver

Traveler is aware that travel such area as traveler is undertaking on the trip may involve inherent risks, some in remote areas. Inherent risks include, but are not limited to, risk of injury or death from: motor vehicles collisions, animals, roadway hazards, slips, and falls, criminal or terrorist acts, government actions, consumption of alcoholic beverages, tainted food, or non-potable water; exposure to the elements, including heat, cold, sun, water, and wind; your own negligence and/or the negligence of others, including tour guides, other travelers, LBT and its employees, agents and/or representatives; attack by or encounter with insects, reptiles, and/or animals; accidents or illness occurring in remote places where there are no available medical services; fatigue, chill, overheating, and/or dizziness; known or unknown medical conditions, physical excursion for which you are not prepared or other such accidents; the negligence or lack of adequate training of any third-party providers who seek to assist with medical or other help either before or after injuries have occurred; accident or illness without access to means of rapid evacuation or availability of medical supplies or services; and the adequacy of medical attention once provided. Traveler understands the description of these risks, is not complete and that unknown or unanticipated risks may result in injury, illness, or death. In order to partake in the enjoyment and excitement of this trip, traveler is willing to accept the risks and uncertainty involved as being an integral part of travel, including the risk of infection, illness, and death. Traveler hereby accepts and assumes full responsibility for any and all risks and agrees to and shall hold harmless and fully release LBT (including its owners, employees, agents, and assigns) from any and all claims associated with the trip, including any claims of third party negligence and/or the negligence of LBT and traveler hereby covenant not to sue LBT for any such claims or join any lawsuit or action that is suing LBT. This agreement also binds your heirs, legal representatives and assigns. The terms of this HOLD HARMLESS AND RELEASE OF ALL LIABILITY paragraph, shall survive any termination or cancellation of these Terms and Conditions, whether by operation of law or otherwise.

Indemnification

Traveler agrees to and shall indemnify, defend, release and hold harmless LBT (including its owners, employees, agents, and assigns) from any expenses, losses, liabilities, damages, judgments, settlements and costs (collectively, "damages") involved with or incurred by LBT (including, without limitation, reasonable attorneys' fees and the advancement of same) with respect to any claims, lawsuits, arbitrations, or other causes of action, which result, directly or indirectly, from: (i) traveler's breach or violation, or threatened breach or violation, of these terms and conditions; (ii) any damage, costs or expenses caused or incurred by traveler while participating in the trip; (iii) traveler's breach of any law or rights of any third party; (iv) any defect, negligence, or other wrongful act or omission or any failure of performance of any kind by any airline, hotel, ground transportation, or other Suppliers or travel providers; (v) any claim for inconvenience, loss of enjoyment, mental distress, or other similar claims; (vi) any delayed departure, missed connection, substitute accommodation, termination of service or change in fares or rates; (vii) overbooking, flight cancellation, lost or misconnected baggage, or any claim arising out of any vacation package's air transportation portion; and (viii) your use of LBT's website or any travel documentation provided to you by LBT.

Pre-Existing Medical Conditions/Persons with Disabilities

It is essential that you advise us before booking if you do have any disability or pre-existing medical condition which may affect your trip, or if you have any special requirements as a result of any disability or medical condition (including any which affect the booking process) so that we can assist you in considering the suitability of the arrangements and/or in making the booking. LBT will communicate requests to Suppliers, but cannot be responsible if ADA accommodations are not available. Any accommodations provided will be at the sole expense of the traveler requiring the accommodation. Please note that accommodations outside of the USA may not be in compliance with the Americans with Disabilities Act and may not have wheelchair accessibility.

Our Suppliers are, unfortunately, unable to offer additional assistance to travelers with limited mobility and all such assistance will need to be provided by whoever the traveler is traveling with. Travelers with disabilities must notify LBT at the time of booking of status and of the identity of their non-discounted, paid travel companion who will be responsible for providing all necessary assistance. We may request that you provide a letter from your doctor confirming your fitness to travel.

Choice of Law/Venue/Jury Waiver/Notice of Claim/Limitation of Damages

These Terms and Conditions and all attachments hereto and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Pennsylvania exclusive of conflict or choice of law rules. Any claims shall be brought in a court of competent jurisdiction located in Allegheny County, Pennsylvania. You agree that you will only bring claims against LBT in your individual capacity and not as a plaintiff or class member in any purported class action or representative proceeding. LBT shall not in

any case be liable for other than compensatory damages, and your payment of a deposit or planning fee on a trip means that you agree to these conditions of sale and expressly waive any right to punitive damages. **You understand and agree that no claims will be considered and that you will not bring suit against LBT unless you have first provided a typewritten (and not emailed) notice of such claim to LBT within 30 days after the trip or cancellation of the trip.** Please understand that we cannot consider any complaints, refund requests, issues with your travel or any other post-vacation submissions if you did not provide LBT with a reasonable opportunity to assist you during your trip. **Traveler understands and agrees that Traveler's maximum recovery against LBT in connection with any and all possible claims is strictly limited to fifty percent (50%) of the commission earned or collected by LBT for your specific trip/vacation.**

Registrations

LBT is a registered seller of travel in Florida.

Miscellaneous

Traveler may not assign or delegate any of its rights or obligations under these Terms and Conditions. These Terms and Conditions are binding upon the heirs, personal representatives, successors, and permitted assigns of Traveler. LBT's failure to insist on compliance or enforcement of any provision of these Terms and Conditions shall not affect its validity or enforceability or constitute a waiver of future enforcement of that provision or of any other provision of these Terms and Conditions. These Terms and Conditions (including any exhibits, schedules or addenda attached hereto) contain the entire agreement of the parties with respect to the subject matter hereof and supersede any prior written or oral agreements or understandings. If any provision of these Terms and Conditions (or any portion thereof) is determined to be invalid or unenforceable the remaining provisions of these Terms and Conditions shall not be affected by such determination and shall be binding upon the parties and shall be enforceable as though said invalid or unenforceable provision (or portion thereof) were not contained in these Terms and Conditions. These Terms and Conditions may be delivered by their availability on LBT's website, or by email, e-signature, or facsimile, and any electronic acceptance or signature on such email, e-signature, or facsimile shall have the same legal effect as manual, handwritten, wet-ink signatures.

Contact Information

If you have any questions regarding these Terms and Conditions please contact Life is Better Traveling at:

Phone: 919-606-4604

Email: mary@lifeisbettertraveling.com

Mail: 1270 Prospect Road, Pittsburgh, Pa 15227
