

TERMS AND CONDITIONS

Effective Date: Upon your electronic or written signature, or payment authorization, these Terms and Conditions ("Terms") between **Skye Travel Corp** ("Agency") and you (including all Travelers on the same booking who share the same household) become effective until terminated in writing by either you or the Agency. These Terms are subject to change without prior written notice. The effective version of these Terms is available at Skye Travel Corp.

DEFINITIONS

- **Agency:** Skye Travel Corp.
- **Booking Services:** Travel reservation and booking services for Travel Services provided by the Agency to you under these Terms.
- **Lead Traveler:** You, acting on behalf of all Travelers on the same booking who share the same household under these Terms.
- **Supplier:** Any party that provides Travel Services to any Traveler.
- **Terms:** These Terms and Conditions.
- **Traveler:** You and all Travelers on the same booking who share the same household under these Terms.
- **Travel Services:** Travel products and services provided to you by Suppliers, including hotel accommodations, air transportation, cruises, car rentals, tours, activities, and equivalent products and services for any type of leisure, business, or other travel under these Terms.

TRAVELERS

By providing your signature or payment authorization, you agree to these Terms, including all cancellation policies, on behalf of yourself and each Traveler on the same booking who shares the same household with you. You are the *Lead Traveler* and represent all Travelers on the same booking.

By your signature or payment authorization, you confirm to the Agency that you have:

- Shared these Terms with all Travelers; and
- Obtained written confirmation that each Traveler has agreed to these Terms, which confirmations you will promptly deliver to the Agency.

You are responsible for booking, confirming, and paying for all reservations sufficiently in advance of travel dates to ensure availability, avoid late-booking fees, and avoid fare increases.

You acknowledge that the text of these Terms is conspicuous. It is your responsibility to understand these Terms—please read them carefully before accepting Booking Services or Travel Services. If you do not understand any part of these Terms, please contact the Agency in writing to request clarification.

AGENCY

The Agency is a travel agent that provides Booking Services (not Travel Services) to you. The Agency reserves the right to correct any errors or omissions regarding pricing or any other matters related to your travel booking at any time.

SUPPLIERS

Suppliers are independent companies that provide Travel Services to you. They operate under their own terms, conditions, and management. Your travel documentation identifies each Supplier responsible for providing your Travel Services. By paying for Travel Services, you consent to the use of those Suppliers. All documentation, receipts, confirmations, and tickets issued are subject to the terms and conditions specified by each Supplier.

Please read the Supplier terms and conditions carefully—you are responsible for understanding and complying with the terms imposed by any Supplier with whom you choose to deal, including the payment of all amounts when due and compliance with the Supplier's rules and restrictions regarding the availability and use of Travel Services.

You understand that any violation of Suppliers' terms may result in denied access to Travel Services, cancellation of reservations, and forfeiture of any monies paid. If any such violation results in fees or penalties to the Agency, you agree to cover all such actual costs. Suppliers may require you to sign a liability waiver before participating in their Travel Services.

Suppliers are not subject to the Agency's control—they are not employees, agents, representatives, or affiliates of the Agency. The Agency is not responsible for any Supplier's breach of contract, failure to comply with any laws, or willful or negligent acts, errors, or omissions, which may result in delays, inconvenience, costs, loss, damage, injury, or death to Travelers or Travelers' companions.

If a Supplier declares bankruptcy, it is not obligated to transport you or provide refunds. It might continue to provide some or all Travel Services, or it may stop operations completely. Other Suppliers may, but are not required to, provide alternative Travel Services. Payments to the Agency immediately become the property of Suppliers, as required by law. The Agency is not permitted to provide refunds for Suppliers who have declared bankruptcy. The Agency has no special knowledge about the financial condition of Suppliers and has no liability for recommending a trip credit or a refund.

All Supplier promotions, incentives, and offers are subject to Supplier availability and may change at any time without notice.

RATES & INCLUSIONS

Quoted rates are based on the specific inclusions provided to you in writing by the Agency. Unless specifically itemized in your travel documentation, rates do not include costs, fees, or taxes related to:

- Airports, ports, stations, security, agriculture, customs, immigration, visas, passports, or any other government-imposed fees or taxes.
- Meals, beverages, alcohol, minibars, entertainment, seat assignments, upgrades, excursions, hospitality, gratuities, copies, telecommunications, energy, laundry, cleaning, bedding, parking, valet, insurance, taxis, transfers, portage, departures, travel segments, health, medical tests or treatment, vaccinations, pharmaceuticals, supplements, or any other personal charges.

PERSONAL INFORMATION

You consent to the Agency and Supplier using your personal information. You understand that certain personal information may be conveyed to third parties to accommodate your travel, including birth dates, passport numbers, travel dates, occupation, frequent flyer information, bank accounts, credit cards, and other necessary information.

The Agency has no liability regarding the distribution of your information to any Supplier or any failure of the Supplier to protect your personal information. You authorize the Agency to keep your personal information for as long as needed to provide Booking Services and for a reasonable period thereafter for the Agency's legal or business purposes.

RESERVATIONS & PAYMENT

You authorize the Agency to charge your credit card, debit card, or other means of payment for all charges associated with your travel booking. Payments to the Agency in currencies other than U.S. Dollars (USD) will be converted at then-current exchange rates. Agency payments to Suppliers will be converted at then-current exchange rates between USD and the currency of the Supplier's country.

All Supplier prices are subject to change, including changes based on currency exchange-rate fluctuations. The Agency has no responsibility for Supplier price changes, currency fluctuations, or surcharges or fees relating to foreign-currency transactions.

The purchase of Travel Services is not complete until all deposits and other amounts due have been paid and processed and you receive written booking confirmation.

If you do not make payments by their due date, Suppliers may cancel your booking in whole or part, which may result in deposits or previous payments becoming **NON-REFUNDABLE**. You are responsible for any Supplier price increases, fees, or penalties incurred because of your past due payment. The Agency has no responsibility for such price increases, fees, or penalties. The Agency reserves the right to cancel your booking if full payment for Booking Services or Travel Services is not received within a reasonable time, at the Agency's sole discretion.

If rebooking is requested, the Agency will assist with obtaining any refunds due to rebooking trips (e.g., using future cruise credits). However, the Agency may, at its sole discretion, charge a **NON-REFUNDABLE FEE** for that Booking Service.

CHANGES & CANCELLATIONS

You agree to comply with the terms and conditions of Suppliers regarding your Travel Services, including changes thereto, and you agree to pay any applicable change or cancellation fees. If you change or cancel a reservation or booking, you may be subject to:

- Agency fees of USD 250.00 per trip; and
- Supplier fees, charges, or penalties.

NO REFUNDS will apply to any cancelled, unused, or partially used Travel Service. Hotels may not permit changes to or cancellation of reservations, subject to the terms and conditions of the hotel reservation.

NO SHOWS

Failure to travel or show up for any reservation or booking is considered a "no show." No show penalties may equal amounts up to the entire cost of travel, subject to the terms and conditions of Supplier and Agency policies.

REFUNDS, CHARGEBACKS, AND ADJUSTMENTS

You must deliver to the Agency in writing any claim for a refund or adjustment. Full details and proof of payment documentation must accompany all claims. You may not be entitled to a refund if you change or cancel your travel plans after:

1. A confirmation of the booking; or
2. Payment for a booking.

Refunds are subject to Supplier terms and conditions. Suppliers may not issue refunds for cancellation due to actual, threatened, or fear of potential terrorist events, political unrest, pandemic or health concerns, or similar circumstances. *Please carefully review Supplier terms and conditions.*

You waive any right to a chargeback in case of cancellation (except for fraud), including any force majeure event (as described below). If you attempt a chargeback, reverse charge, or recollection of a payment already made without the Agency's authorization, the Agency reserves the right to charge you additional costs, fees, and expenses associated with such chargeback, reverse charge, or recollection, including attorney's fees and legal costs.

ACCOMMODATIONS

Hotel accommodation is subject to availability at the time of reservation. Some hotels require **NON-REFUNDABLE** and **NON-TRANSFERABLE** deposits to guarantee a booking. In such cases, the Agency will notify you regarding the **NON-REFUNDABLE** pre-payment for that portion of your travel.

Amenities such as air conditioning, elevators, bed size, and similar preferences are not guaranteed at all properties. Additionally, even if a property has amenities such as air conditioning, elevators, restaurants, bars, fitness facilities, or pools, these amenities are not guaranteed to be operational or available during your stay. Reimbursement for lack of amenities is solely the responsibility of the hotel. The Agency may act as an intermediary but is not responsible for such reimbursement under any circumstances.

AIR TRAVEL

Most airlines consider a name change to be a cancellation. You are responsible for excess baggage fees, and travelers are responsible for confirming airline baggage allowances for all flights. International flights may have different requirements than domestic flights.

Tickets of any kind are payable in full at the time of booking. Once purchased, airline tickets may be **NON-REFUNDABLE** and **NON-EXCHANGEABLE**, subject to Supplier terms and conditions. The Agency is not responsible for any loss, injury, accident, error, or omission that may occur, including, but not limited to, schedule changes, additional expenses, delays, and cancellations due to weather conditions, equipment failure or repair, or other matters beyond the Agency's control.

You agree to comply with the safety guidelines of all airlines and hold the Agency harmless from any liability due to airline restrictions. Airline pre-arranged seat assignments, baggage, carry-ons, meals, drinks, and other services may be subject to additional fees. The Agency cannot guarantee seats in specific locations or next to each other; seat assignments are strictly based on availability at the time seats are being selected and paid for. Airlines retain the right to change aircraft and seat assignments at any time. The Agency is not responsible for any changes made by the airline, or any additional charges imposed by the airline for any changes to seat assignments after selection and payment.

TRAVEL INSURANCE

The Agency strongly recommends that each Traveler purchases comprehensive travel insurance. If you decline to purchase travel insurance that includes coverage for emergency and medical needs while traveling and coverage for travel delays, you assume all personal risk and monetary loss if you cancel your travel or incur costs or losses during travel.

You understand that concerns or fear of pandemics or epidemics are not covered reasons under some travel insurance policies.

INSURANCE POLICIES

Insurance policies may exclude coverage for pandemics and epidemics. Insurance claims will only be paid for covered matters, as stated in the insurance policy. You hold the Agency harmless for your election not to purchase travel insurance and for any denial of any claim by any insurer for any reason.

TRAVELER CONDUCT

You are responsible for any damage or loss caused by any Traveler acts, errors, or omissions. You are responsible for full payment for any such damage or loss directly to the Supplier or provider of any Travel Services or related goods or services. You indemnify the Agency for all amounts of any claim made against the Agency, including attorney's fees and other legal costs, relating to Traveler acts, errors, or omissions.

The Agency is not responsible for any costs related to Traveler conduct or Traveler removal from any Travel Services, in whole or part, based on Traveler's negligence, willful misconduct, or otherwise. You agree not to hold the Agency, its owners, employees, agents, or representatives accountable for any claims arising from Traveler acts, errors, or omissions.

Any Authorized Party (defined below) may, at its sole discretion, refuse you any Travel Service, require you to leave any Travel Service, or require you to disembark from any mode of transportation if the Authorized Party believes that:

- You are a danger to yourself or any other participant.
- You have engaged in, are engaging in, or are threatening to engage in behavior that is socially disruptive, verbally abusive, physically abusive, obnoxious, harassing, discriminatory, obscene, or any other behavior that may adversely affect the safety, security, comfort, enjoyment, or well-being of any other participant, any Authorized Party, or any third party; or
- You do not follow any rule, procedure, or instruction of an Authorized Party.

If you are subject to any determination of an Authorized Party described above:

- You may be left at any location, city, port, or place any mode of transport stops.
- You will be solely responsible for all costs related to your subsequent subsistence, accommodation, or transportation.
- You will forgo any right to any refund, in whole or part, of any fees paid by you for any Travel Services; and
- No Authorized Party will have any direct or indirect liability of any kind related to Traveler acts, errors, or omissions.

“Authorized Party” means any Supplier or any of its agents, representatives, or sub-suppliers of Travel Services or related goods or services, including, without limitation, any ship operator, ship captain, tour operator, tour director, group leader, or crew member.

You are always solely responsible for your baggage and personal items, including items acquired during your travel.

DISABILITIES & SPECIAL NEEDS

If you have disabilities or special needs that may require non-emergency special services, additional support, or disability accommodation, please inform the Agency in advance of booking.

If you are unable to use your own wheelchairs, mobility devices, or other medical equipment, rentals may be available, potentially subject to additional charges. Airlines and other Suppliers may impose charges for additional baggage and may have size restrictions for wheelchairs they can accommodate.

If you travel with a service animal or emotional support animal, Suppliers may require advance arrangements and documentation regarding the animal's health, training, and related factors. Countries outside the United States and Canada often have different laws, rules, regulations, standards, and accommodations for persons with disabilities or special needs.

Travel destinations may have limited medical facilities, availability of prescription medications, and means to accommodate your disability or special needs. Please consult your health provider before planning or booking your travel. The Agency will make all reasonable efforts to request assistance or arrange for appropriate services or equipment for Traveler disabilities or special needs. However, the Agency is not responsible for the failure of Suppliers to meet Traveler needs and expectations.

FOOD ALLERGIES

If you have food allergies or any similar conditions that may cause you harm during your travel ("Food Allergies"), please inform the Agency in advance of booking.

If any Traveler has Food Allergies, each such Traveler:

- Acknowledges the possibility of an elevated risk of reactions, delays, or disruptions regarding your travel; and
- Has sole responsibility for their Food Allergies and for performing all due diligence relating to such Food Allergies before, during, and following your travel.

You will not pursue credit card "chargebacks" related to Food Allergies.

RISK ACTIVITY

If you engage in any activity that may involve any risk of harm to any person's health or well-being, damage to property, or costs related to such activity (collectively, "Risk Activity"), you are solely responsible for your decision to engage in and your involvement with any Risk Activity.

You assume all risks and costs related to, and for all causes of action arising from, Risk Activity. You will not pursue any cause of action against the Agency relating to any Risk Activity. You release the Agency from all liabilities, causes of action, and claims related to any Risk Activity.

RISK ACTIVITY

Risk Activity includes, without limitation, any activity that could be regarded as inherently dangerous, hazardous, or otherwise having the potential to result in costs, damage to property, or injury, disability, illness, or death of any person.

TRAVELER IDENTIFICATION & PROOF OF CITIZENSHIP

The Transportation Security Administration (TSA) requires all airline passengers to provide:

- Secure Flight Passenger Data (SFPD).
- Full name as it appears on government-issued identification.
- Date of birth.
- Gender; and
- Redress number (if available).

The name of Travelers on all reservations and travel documents must match the name as it appears on that Traveler's government-issued identification. Travelers are responsible for any fees and expenses that may be incurred due to an incorrect name or the denial of travel resulting from incorrect or non-matching information.

Updated information regarding security measures and requirements for air travel is available at TSA. The Agency highly recommends that Travelers check this website well before travel.

All U.S. citizens traveling to or from any international destination must have a valid passport, which must be valid for at least six months beyond the Traveler's date of return. Travelers are responsible for confirming and obtaining in advance travel documentation required by any Supplier, including without limitation requirements based on Traveler status, country of origin, destination country, and stops in any other countries. Travelers are responsible for confirming and complying with up-to-date entry and exit requirements of any jurisdiction relating to Travel Services.

Minor Travelers (age 17 and under) traveling without an adult, with a single parent, or with a non-parent adult may be required to have additional documentation, as required by domestic or international airline Suppliers. **NO REFUND** will be issued for any costs or losses incurred because of Traveler's failure to obtain or provide travel documentation required by any Supplier.

PASSPORTS, VISAS, AND DRIVER'S LICENSES

You are responsible for being familiar with the laws and rules governing travel to any country. You are responsible for determining the documents needed, acquiring such documentation, and

ensuring your passport is up to date and valid to enter or exit any country. The Agency may be able to assist you in acquiring the necessary travel documents on your request.

RESPONSIBILITY FOR DOCUMENTATION

The Agency is not responsible or liable for your failure to hold visas or documentation or to determine the validity of your passport or any other travel document required to enter or exit any country.

ENTRY REFUSAL

Countries may restrict entry for individuals with criminal records. You are responsible for understanding all destination entry laws and for knowing if you or anyone in your party has a criminal record. The Agency does not inquire into Traveler criminal records in the interest of privacy. Refusal of entry will not justify cancellation of Travel Services, chargebacks, or refunds.

PANDEMICS, EPIDEMICS, AND TRAVEL ADVISORIES

You are solely responsible for being aware of any restrictions related to pandemics, epidemics, and other travel advisories. You warrant that you have reviewed and understand all U.S. Centers for Disease Control and Prevention (CDC) and U.S. Department of State travel advisories, notices, warnings, restrictions, and rules, including those regarding pandemics, epidemics, COVID-19, and other health threats.

You are aware that certain countries, including the United States, may require testing and quarantine upon entering the country, as well as testing and quarantine upon returning to the United States or your country of residence. You understand that destination countries may have limited availability of tests required for return to the United States. Screening procedures and restrictions may take place at airports and in public areas. Restrictions may include mandatory face coverings and/or temperature checks in airports, hotels, cruise ships, trains, or other means of transport.

You are aware that immigration restrictions may be put in place before or during travel that could impede your ability to enter or exit your destination as planned. Travelers, including U.S. citizens, agree to refer to current CDC guidelines, country-specific guidelines, and Supplier requirements regarding health and medical testing and documentation requirements. If you fail to comply with current regulations or provide any required testing results or documentation, you may be denied boarding, entry, or return to the United States or your country of residence.

You are responsible for continually checking the latest CDC and State Department travel advisories, which can be accessed via the following links:

- U.S. Centers for Disease Control and Prevention Information
- CDC Travel Notices
- U.S. Department of State Travel Advisories

CDC and other governmental notices and policies may change before your travel, during your travel, and after you return from travel. Neither the Agency nor Suppliers are responsible for Traveler testing or documentation.

TRAVEL RISKS

You acknowledge the inherent risks of choosing to travel. By traveling, you accept these risks and hold the Agency harmless against any travel restrictions, death, illness, cancellations by Suppliers, monetary loss, quarantining rules, or measures implemented at airports or destinations. You also hold the Agency harmless for any financial penalties or fees imposed by Suppliers for cancellations or postponements related to COVID-19, pandemics, epidemics, natural disasters, accidents, disturbances, or similar events. You agree not to pursue any credit card chargebacks, reimbursement, or legal action against the Agency regarding such penalties or fees.

RESTRICTED PRODUCTS & MATERIALS

You are responsible for knowing and complying with applicable laws in each jurisdiction regarding restricted products and other materials. This includes, but is not limited to, laws concerning the possession or use of animals and animal products, plants, fruits, vegetables, soil, cultural artifacts, alcohol, firearms and ammunition, knives and cutting instruments, weapons, explosives, and other restricted or illegal products or materials. You are also responsible for understanding and complying with laws regarding illegal drugs, substances, and paraphernalia, including prescription or over-the-counter products that may be restricted in some jurisdictions but unrestricted in others ("Drugs"). Local laws may require you to carry medical prescriptions from a qualified physician. Any possession or use of Drugs may result in immediate termination of Travel Services and prosecution by government authorities.

HAZARDOUS MATERIALS

All air passengers are prohibited by federal law from bringing hazardous materials aboard aircraft in their luggage or on their person. Violations can result in up to 10 years of imprisonment and significant fines under 49 U.S.C. 5124. Examples of hazardous materials include, but are not limited to, explosives, compressed gases, flammable fluids and solids, oxidizers, poisons, corrosives, radioactive materials, paints, lighter fluid, fireworks, tear gases, oxygen bottles, lithium batteries, and radiopharmaceuticals. Special exceptions apply for small quantities (up to seventy ounces total) of medical and toilet articles carried in your luggage and certain smoking materials on your person. Restrictions on hazardous materials are listed on the TSA website.

Some foreign airports require airlines to treat passenger cabins with insecticides before or during flights. The U.S. Department of Transportation (DOT) provides a list of such requirements at DOT insecticide requirements. You are responsible for understanding and complying with all requirements regarding hazardous materials and insecticides.

CONTACT YOUR SUPPLIER

Please contact your airline or other travel supplier regarding your itinerary and applicable rules.

LIMITATIONS OF LIABILITY

The Agency acts as an agent of Suppliers and has no control over Supplier activities, Traveler activities, or the activities of any third party. Therefore, the Traveler agrees that the Agency has no liability for any direct, indirect, incidental, consequential, special, punitive, or other damages, whether based on contract, tort, strict liability, or otherwise, including without limitation any liability for property damage, personal harm, physical injury, or death relating to:

- Any act, error, or omission of any Supplier or its owners, employees, contractors, agents, or representatives, negligent or otherwise, regarding Travel Services, delivery, or failure to deliver Travel Services in whole or part, cancellations, bankruptcy or cessation of operations, or any other matters relating to Travel Services; or
- Any act, error, or omission of Traveler, negligent or otherwise; or
- Any act, error, or omission of any third party, negligent or otherwise.

The Traveler exonerates the Agency from all liability as set out above. If, despite such exoneration, the Traveler is awarded damages against the Agency in law or equity, such damages will be limited to the total amount of commissions or fees received by the Agency for providing Booking Services under these Terms.

The Agency's sole obligations and liabilities are as stated in these Terms. All other representations and warranties—express or implied, by statute, law, or otherwise—are excluded.

ARBITRATION

In the case of a dispute between you and the Agency relating to or arising out of these Terms, the parties will first attempt to resolve the dispute personally and in good faith. If personal resolution attempts fail after 60 days following written notice of dispute, the parties will submit the dispute to binding arbitration.

The arbitration will be conducted as follows:

- State of New Hampshire, County of Rockingham.
- A single arbitrator will conduct the arbitration.
- The arbitrator will have no authority to add parties, vary the provisions of these Terms, award punitive damages, or certify a class.
- The arbitrator shall be bound by applicable and governing federal law as well as the law of the State of New Hampshire, County of Rockingham.
- Each party will pay its own legal costs and fees.

FORCE MAJEURE

- No failure or delay in the performance of any obligation under these Terms will be a breach if such failure or delay arises from a force majeure event or any cause beyond the reasonable and foreseeable control of the Agency. This includes, but is not limited to, acts of God, floods, weather conditions, fires, explosions, accidents, war or threats of war (declared or undeclared), acts of terrorism, sabotage, insurrection, riots, strikes, civil disobedience, sickness, epidemics, pandemics, quarantines, government interventions, defects in machinery or vehicles, delays, or other events ("force majeure").
- The Agency is not liable to you and will not provide any refunds for delays or non-performance of any obligation under these Terms due to any force majeure event. If any Suppliers are affected by force majeure, they may, at their sole discretion, vary or cancel any itinerary or arrangement related to your travel without notice. If an accident occurs and you seek assistance from us, you will be financially and otherwise responsible for all alternative travel arrangements.

GENERAL

- **Amendments:** These Terms may be amended only in writing by the Agency.
- **Assignment:** You may not assign any right or obligation under these Terms without the Agency's prior written consent, which will not be unreasonably withheld or delayed.
- **Waiver:** No forbearance or delay in enforcing these Terms will prejudice or restrict any rights of you or the Agency. No waiver of a right will operate as a waiver of any subsequent right. No right is exclusive of any other right, and each right is cumulative.
- **Severability:** If any part of these Terms is found unenforceable, that part will be fully enforced permitted by law, and the remainder of these Terms will remain in full force.
- **Relationship of Parties:** These Terms do not create an agent relationship, legal entity partnership, joint venture, or employment relationship between you and the Agency. You have no authority to bind the Agency or incur any obligation on the Agency's behalf.
- **Notices:** Notices under these Terms will be in writing and deemed given when sent, with receipt confirmed to the receiving party's email or other address provided for purposes of notice.
- **Counterparts:** These Terms may be signed or accepted electronically in more than one counterpart; each will be an original. Counterparts together constitute a single instrument.
- **Governing Law:** These Terms are governed exclusively by the laws of New Hampshire, without regard to conflict-of-law provisions.
- **Further Assurances:** The parties will perform any additional acts necessary to affect these Terms and will address together in good faith any unforeseen issues that arise under these Terms to mitigate any material adverse impact on either party.

ENTIRE AGREEMENT

- These Terms, along with the Travel Services Agreement, constitute the entire agreement between the Traveler and the Agency, superseding all prior agreements, whether written or oral, between the parties regarding its subject matter.

Signature: _____

Date: _____

