

TERMS & CONDITIONS

PLEASE READ THESE TERMS CAREFULLY. IT CONSTITUTES PART OF YOUR CONTRACT FOR YOUR TRAVEL BOOKING AND ANY RELATED SERVICES. PLEASE CALL EXPLORE BY BUSHORE, LLC IMMEDIATELY IF YOU HAVE ANY QUESTIONS.

Updated: August 8, 2025

These terms and conditions (“**Terms and Conditions**” and “**Agreement**”) govern the relationship between Explore by Bushore, LLC a California limited liability company (“**Advisor**” and/or “**we/us/our**”) and you, the purchaser or traveler (“**Client**” and “**passenger**” and “**you/your**”). By planning travel with Advisor, you agree to be bound by this Agreement and acknowledge that Advisor acts solely as a booking agent/intermediary for disclosed principal supplier tour operators, cruise lines, hotels, airlines, air charters, baggage handlers, labor unions, bus companies, ground transportation, boat purveyors or owners, and other independent contractors providing accommodations, transportation, excursions, activities and other services (“**Supplier(s)**”) and is not the source or provider of the travel services. It is the role of the Advisor to plan and negotiate pricing on your behalf and provide recommendations regarding our preferred supplies based on the information you provide relating to your travel needs and preferences. These terms include warranties, disclaimers, and exclusions of liability and may restrict your rights and remedies and provide protection to Advisor.

1. Use of Advisor Services, Access, and Information for Travel Bookings

You warrant that you are at least eighteen (18) years of age and possess the legal authority to enter into this Agreement and to make Travel Bookings with Advisor. You agree to be financially responsible for all Travel Bookings you make with Advisor, whether made on behalf of yourself or for other members of your traveling party. You warrant that all information supplied by you on behalf of yourself, members of your household, or others for whom you are authorized to transact business with us is true and accurate. You agree that you will only make legitimate reservations or purchases with Advisor and its Suppliers, and you acknowledge that, without limitation, any speculative, false, or fraudulent reservation is prohibited.

Advisor accepts all bookings solely as the booking agent for the travel Suppliers on your itinerary. Separate Supplier terms and conditions will apply to your reservation and purchase of travel-related goods and services that you select, and you understand and agree that by booking travel through Advisor, you are also agreeing to the booking terms of each Supplier partner you have selected for your itinerary. You agree that you will abide by the terms and conditions of purchase imposed by any Supplier that you have selected as a service provider on an itinerary you have approved.

Advisor is not liable or responsible for any arrangements made independently of Advisor. Advisor assumes no responsibility for costs or fees you incur for independent arrangements not booked through Advisor, inclusive of, but not limited to, airline, hotel, excursion, and travel protection-related charges. If you make your own flight arrangements, Advisor is not responsible for any loss resulting from cancellation or changes in international gateways, itineraries, or travel dates, and cannot assist you with any schedule changes or delays related to air reservations you have made on your own arrangement. It may not be possible to earn frequent flyer or other loyalty points for reservations on your itinerary. Hotel and airline rewards or points cannot be redeemed with hotels used by Advisor.

Advisor is an independent affiliate of Uniglobe Travel Center, California Seller of Travel CST 2055333-40, Florida ST32940, Washington 601809585. Registration as a seller of travel does not constitute approval by the State of California.

2. Right to Correct Errors and Offers Subject to Availability

Advisor reserves the right to correct errors. In the event of any pricing error or omission, Advisor reserves the right to adjust such pricing or make any other corrections. All offers, incentives, and Supplier promotions are subject to availability and may change without notice. You are advised to confirm reservations well in advance of your anticipated dates of travel to avoid disappointment, increases in fares, and additional late booking fees.

3. Payments, Cancellations, and Changes to Bookings

You shall be completely responsible for all charges, fees, duties, taxes, and assessments arising out of your Travel Bookings. By submitting a credit card authorization form to Advisor, you agree to allow Advisor to use your payment method to purchase travel products from Advisor's Suppliers on your behalf.

in cases of fraud, you agree not to file any dispute with your bank or credit card company to avoid or violate any booking terms and conditions of Advisor or its suppliers, including cancellations or changes of itinerary or arrangements for reasons beyond the control of Advisor or its Suppliers. If you attempt to chargeback, reverse, or recollect a previously authorized trip payment, Advisor reserves the right to collect all additional costs, fees, and expenses associated with such chargeback, reversal, or recollection, including, without limitation, attorney fees.

All payments for travel are due prior to departure according to each Supplier's terms and conditions of booking but in no event less than sixty (60) days before Client's departure date. You understand that failure to make final payment or any violation of a Supplier's conditions of purchase may result in the cancellation of your reservations, in your being denied access to any flights, tours, hotels, cruises, or other travel services, or in your forfeiting any monies paid for your

reservations. In some cases, there is NO REFUND once a booking is made and under deposit. You may not be entitled to a refund if you change or cancel your travel plans after confirmation of a booking. All cancellation requests must be sent to Advisor in writing. As a result of cancellation or changes to confirmed bookings, Advisor's and third-party Supplier's cancellation penalties will apply. Cancellation fees will be charged to the credit card or other payment method you authorized to pay for travel services or deducted from the Supplier's refund.

If you decide to change any portion of your confirmed arrangements before departure or during your trip, Advisor will attempt to assist you. Certain bookings may not be able to be changed, and you will be responsible for any cost increases imposed by the Supplier, as well as any Advisor or Supplier change fees. All requests for changes to a booking must be made in writing to Advisor. When tour, cruise, or package prices are based on Suppliers' contract rates, you will not be entitled to any refund for any unused portion of travel.

4. Professional Services Fee

A non-refundable Professional Services Fee of \$150 per person will be required to start the planning process. It is at Advisors' discretion if this fee is waived for certain itineraries based upon simplicity. Professional Services Fees will be processed through Uniglobe Travel Center and will be identified as such on your Credit Card statement.

5. Credit Card Authorization

Suppliers may require you to pay a minimum deposit when booking; All deposits are non-refundable. Final payment is required no less than sixty (60) days prior to departure unless otherwise stated. Some airfares or services must be paid in full at the time of booking. Advisor accepts checks, debit card, or credit cards. Should you wish us to charge your credit card, we may require you to read and sign a credit card charge form

While we do accept major credit cards including Visa, Mastercard, American Express and Discover, travelers must provide to us a click authorization for every transaction for your Travel Booking. Your authorization is an agreement for us to charge your card and an acknowledgement and agreement to these terms and conditions including the cancellation and refund terms.

If for any reason, any travel service provider is unable to provide the services for which you have contracted, your remedy lies against the provider, and not against Advisor, and in the event that payment has been made to Advisor by credit card, you agree that you will not seek to charge back your payment to Advisor. If the credit card is passed through to the travel service provider and you seek to chargeback your payment from the provider, you agree to be held liable and indemnify Advisor against this chargeback from the provider, including without limitation any air debit memos charged to Advisor. If Advisor incurs any costs, including but not limited to attorneys' fees

to recover any payments charged back by your credit card company, you agree that you will be liable for these costs. If the credit card is declined, you guarantee that you will settle any amounts owing to Advisor via money order or cash immediately.

All cancellation fees will be charged to the credit card you authorized to pay for Travel Bookings, or deducted from the Supplier's refund. This transaction is not covered by the California Travel Consumer Restitution Fund, and Advisor is not a participant in said Fund.

Refunds will be processed and paid as promptly as possible. If we need to recover funds already paid to our partners for your services, your refund will be issued after those funds have been recovered. Most refunds are processed within six (6) weeks of being requested. Refunds for payments by credit card will be credited to that card, provided your refund does not exceed the amount paid on the card. Otherwise, your refund will be issued by check.

6. Travel Documents, Including TSA and DHS Acceptable Identification Requirements

It is the responsibility of each Client to obtain and carry a valid passport book, visa(s), and all other documents required by applicable government regulations. Passport cards are not accepted for most international travel. When traveling domestically or internationally, the U.S. Transportation Security Administration (TSA) and U.S. Department of Homeland Security (DHS) advise that everyone carry acceptable identification to board a flight. Acceptable identification can be found at <http://www.tsa.gov/> and examples include a DHS-designated enhanced driver's license, US passport, or a foreign government passport.

Certain countries will not admit a passenger if their passport expires within six (6) months of the anticipated date of return. Non-United States citizens may require additional documentation, and you are responsible for making Advisor aware when traveling on a passport from a country other than the United States of America. Advisor neither controls nor warrants the issuance of visas or approval of visa waivers related to your travel. Should a visa not be issued, Advisor is not responsible for lost payments made toward your trip. Please note that the rules of each country regarding entry and exit may change at any time.

Children and infants may also require 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; please see <https://help.cbp.gov> for additional information. The U.S. Customs and Border Protection Agency requires that groups of children under age nineteen (19) arriving in the United States by land or sea from a contiguous territory and traveling with a school group, religious group, social or cultural organization, or sports team, may also present an original or copy of his or her birth certificate, a Consular Report of Birth Abroad, or a Naturalization Certificate. Parental or legal guardian consent must be provided to the supervising adult or group leader in writing.

The name, date of birth, and gender that appears on the identification card must exactly match the same such data that is listed on your tickets and booking records. You acknowledge that it is your responsibility to ensure that the information on your tickets and confirmations is accurate. Any discrepancy between your reservation and your travel documentation may result in denied boarding or an undue delay at an airport security checkpoint causing you to miss your flight, and any subsequent scheduled Travel Bookings on cruises and tours.

When you receive your travel documents, it is your responsibility to review and verify all information for accuracy. Contact Advisor immediately if changes or corrections are required. If you have not notified Advisor of necessary corrections to your reservation within twenty-four (24) hours of receiving your travel documents, Advisor bears no responsibility for any additional costs associated with making necessary corrections.

7. Individual Entry and Exit Requirements

Each country holds different views of past criminal offenses, whether within or outside of its boundaries. If you have a current or prior criminal offense, contact that country directly for entry and exit requirements. You can visit the US State Department Website for further information about these requirements. See, <https://travel.state.gov/content/travel.html>. We do not inquire about an individual's criminal record in the interest of respecting our Clients' privacy. For example, if traveling to or through Canada, individuals with a Driving While Intoxicated (DWI) record or with judgments for unpaid child support should review current entry requirements. See, <https://www.canada.ca>.

8. Immunizations and Health Screenings

ADVISOR has no special knowledge regarding any possible unsafe conditions, health hazards, weather hazards, or climate extremes at destinations to which Client may travel. As such, ADVISOR encourages all clients to plan accordingly and do their research in preparing for their travel.

You must have the proper immunizations and health screenings and the required documentation of such immunizations and screenings before travel. Advisor shall not assume responsibility for the accuracy of health, vaccination, or documentation requirements before departure or upon landing at the final destination. In some cases, required inoculations must be recorded by Client's health practitioner on a valid vaccination certificate, which the Client must carry for proof of inoculation. If you are concerned about taking any medications or receiving certain inoculations, check with your health practitioner BEFORE booking. Check the State Department Web site <http://travel.state.gov>, for relevant information relating to travel to specific destinations, and the Center for Disease Control <http://wwwnc.cdc.gov/travel/> relating to health issues related to travel.

9. Risks and Safety

All travel involves risk, and travel to certain destinations may involve different types or increased levels of risk. Advisor urges Clients to remain informed as to current news events and to review travel prohibitions, warnings, announcements, and advisories issued by the United States Government prior to booking travel to international destinations. Information on health and safety conditions in various countries and the level of risk associated with travel to particular international destinations can be found at <http://www.state.gov>, <http://www.tsa.gov>, <http://www.dot.gov>, <http://www.faa.gov>, <http://www.cdc.gov>, and <http://www.cbp.gov>. The Smart Traveler Enrollment Program (STEP) is a free service provided by the U.S. Government to U.S. citizens who are traveling to or living in a foreign country. STEP allows you to enter information about your upcoming trip abroad so that the Department of State can better assist you in an emergency. Registration is recommended and provided by going to <https://step.state.gov/step/>

By offering for sale travel to particular destinations, Advisor does not represent or warrant that travel to such points is advisable or without risk, and shall not be liable for costs, damages, or losses that may result from travel to such destinations. Client's participation constitutes acceptance of such events at Client's own risk.

In the event of emergent health or safety concerns, once Advisor has investigated the prevailing situation, Advisor shall have the sole and absolute discretion whether to proceed with any Advisor escorted trip or private departure, or to make alterations to the itinerary.

10. Assumption of Risk

Client acknowledges and understands that during their trip, they may be exposed to a variety of liabilities and risks, foreseen or unforeseen, which are inherent in travel and exposure to new and/or different environments. Additionally, Client acknowledges that the international location of any given trip may be a location where the political, health, cultural and geographical attributes present additional inherent risks greater than those present in Client's daily life. These inherent risks include, but are not limited to, negative treatment by foreign third parties unaffiliated with ADVISOR, as well as the dangers of serious personal injury, death, and property damage resulting from, but not limited to: travel; physical exercise and exertion; physical contact with other travelers or third parties; communicable illnesses, including but not limited to COVID-19; severe allergies; animal or insect-borne illnesses; falling or tripping due to environmental hazards, uneven surfaces, or debris; other health hazards associated with travel; injury or death resulting from exposure to unfavorable weather conditions; and hazards related to dining, including, but not limited to, food sickness, allergic reactions, and/or choking (collectively the "Injuries and Damages"). Client further acknowledges and understands that these Injuries and Damages cannot be entirely eliminated. Client fully understands and agrees that ADVISOR has not tried to contradict or

minimize their understanding of these risks. Client understands that Injuries and Damages can occur by natural causes or activities of other persons, environmental circumstances, staff of ADVISOR or Third-Party Service Providers, either as a result of negligence or because of other reasons. Client understands that third parties, including Third-Party Service Providers, cannot necessarily be controlled, and that Client's safety, physical health, or emotional well-being cannot be guaranteed while traveling and participating in related activities.

11. Waiver of Liability for Personal Injury, Death, or Property Damage

Although Advisory exercises a reasonable amount of care in the interest of our Clients, we are not architects, inspectors, mechanics, accountants, attorneys, engineers, pilots, contractors, drivers, or other related professions. As such, it would be impractical and impossible for us to inspect every Supplier, facility, vehicle, airplane, or equipment you may encounter during your travel and therefore cannot be held responsible for the negligence, bookkeeping, maintenance, or operations of others, their lack of care, malpractice, or fraudulent activities.

In acknowledging the foregoing Assumption Of The Risk section, Client Confirms Their Understanding Of The Following: To the fullest extent allowed by law, Client agrees to Waive And Discharge Claims Against, Release From Liability, Indemnify, And Hold Harmless Advisor and its parents, subsidiaries, and affiliates and their respective past and present officers, directors, stockholders, managers, members, partners, agents, and employees (collectively, "Released Parties") from and against Any And All Liability on account of, or in any way resulting from, any Client's death or personal injury relating to Client's travel, even if caused by Negligence of the Released Parties; Such negligence could involve negligent assessment of the Suppliers and travel destination's safety, maintenance, upkeep, road hazards, modes of transportation, equipment, fraud, and deceit. Client understands and intends that the assumption of risk and release is binding upon Client's heirs, executors, administrators, and assignors. This waiver and release is intended to be as broad and inclusive as is permitted by law.

Client has read Section 1542 of the California Civil Code, which provides as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor." Client understands that Section 1542 states that Client cannot release existing claims of which the Client is presently unaware, unless the Client voluntarily chooses to waive this right. Having been so apprised, Client nevertheless hereby voluntarily elects to, and does, waive the rights described in Section 1542, and elects to assume all rights for claims that now exist in the Client's favor, known or unknown, for the subject of this Agreement.

12. Hazardous Materials

Federal law prohibits passengers from bringing hazardous materials on any aircraft.

a) Federal law forbids the carriage of hazardous materials aboard aircraft in the passenger's luggage or on the passenger's person. A violation can result in five years' imprisonment and penalties of \$250,000 or more (49 U.S.C. 5124). Hazardous materials include explosives, compressed gases, flammable liquids and solids, oxidizers, poisons, corrosives, and radio-active materials. Examples: Paints, lighter fluid, fireworks, tear gases, oxygen bottles, and radiopharmaceuticals.

b) There are special exceptions for small quantities (up to seventy (70) ounces total) of medicinal and toilet articles carried in the passenger's luggage and certain smoking materials carried on the passenger's person. For further information, each passenger should contact the relevant airline representative(s) on their itinerary. Restrictions on hazardous materials are listed <http://www.tsa.gov/>.

13. Insecticide Notice

We recommend that you refer to the US Department of Transportation (DOT) list of airports in countries that require airlines to treat the passenger cabin with insecticides prior to the flight or while on the aircraft. This list is on the DOT's website and is updated from time to time: <http://www.dot.gov/>.

14. Air Travel, Schedule Reconfirmation, Check-In

Unless otherwise agreed in writing, airline reservations are expressly excluded from your Travel Booking and you are solely responsible for your transportation from your home or other place of origination to the airport, cruise port, train station, or other point of departure to begin your travel. Similarly, you are responsible for the return transportation to your home or other final destination location from the terminus or other point of arrival at the completion of your Travel Booking.

Your airline ticket is a contract between you and the air carrier, even if you purchase through Advisor. If you purchase air travel through Advisor, you acknowledge and agree that Advisor does not have the right to control the operations of independent airlines, and agree that Advisor is not liable for any personal injury, property damage related to your purchase of air tickets or air travel, including, but not limited to any act, error, omission, injury, loss, accident, or delay caused by any act, error or omission of the airline, including their failure to deliver services, partial or inadequate delivery of services, airline policies including refund or rebooking policies, fees for checked or carry-on luggage, fuel increases, bankruptcy or cessation of operations.

Advisor shall not assume any responsibility for any air schedule changes. In rare instances, upon departure from a country, certain departure taxes must be paid in cash only and may vary in price.

Failure to use a reservation may result in automatic cancellation of all continuing and return flights, as well as forfeiture of airfares.

You understand and agree that Advisor functions solely and exclusively as a booking agent for the air carrier, that we do not handle or hold client funds for airline tickets, and that we are not the Merchant of Record under the meaning of that term under the Department of Transportation's regulations. Because Advisor does not hold or handle client funds, you understand and agree that any refund for cancelled or delayed flights, baggage fees or seat assignments must come directly from the airline and not from Advisor. We recommend that you refer to the US Department of Transportation (DOT) Final Rule on Refunds and Other Consumer Protections II: <http://www.dot.gov/>.

Airline e-tickets expire a year from the issue date unless carrier fare rules in a passenger's itinerary fare provide otherwise.

Due to enhanced security, it is strongly recommended that you check in a minimum of two (2) hours before scheduled departure for domestic flights and three (3) hours before scheduled departure time for international flights. Reconfirm flight times at least twenty-four (24) hours before scheduled departure time for domestic flights, and seventy-two (72) hours prior for international flights.

By checking in for a flight, tour, or cruise, you may be agreeing to additional terms and conditions imposed by the Supplier. If you have authorized Advisor to check you in for any component of your trip, you take full responsibility for agreeing to and complying with the Supplier's terms and conditions of check-in.

Frequent Flyer mileage accrual is at the discretion of the airline(s). Advisor has no liability if accrual of miles or points is denied or if upgrades are not allowed. Many airlines do not permit upgrades on airfare purchased in certain fare classes or when using frequent flyer miles, loyalty status, or certificates.

Seat assignments are not guaranteed even after they are assigned, and Advisor has no control over airline seat assignments. Most airlines charge a fee to pre-book a seat.

15. Air Carrier Refunds and Other Consumer Protections

Airlines must provide automatic refunds in specific cases, including cancellations, significant delays, or failure to provide prepaid services. However, except under very limited circumstances, consumers are not entitled to refunds who: (i) purchase non-refundable tickets are not entitled to a refund unless the airline makes a promise to provide a refund or the airline cancels a flight or makes a significant schedule change; (ii) purchase nonrefundable tickets, but are unable to travel for a personal reason, such as being sick or late to the airport, are not entitled to a refund; (iii) willingly takes a flight but has a bad experience with the airline or the flight is not entitled to a

refund; or (iv) incurs incidental expenses such as a rental car, hotel room, or meal due to a significantly delayed or canceled flight is not entitled to a refund of the incidental expenses.

U.S. and foreign air carriers must provide prompt automatic refunds and ticket agents must provide prompt refunds upon request when airlines cancel or significantly change their flights and consumers do not accept the alternatives offered in the following circumstances if: (i) the airline canceled a flight, regardless of the reason, and the consumer chooses not to travel; (ii) the airline made a significant schedule change and/or significantly delays a flight and the consumer chooses not to travel; (iii) the consumer was involuntarily moved to a lower class of service; (iv) the consumer was unable to use the optional service due to a flight cancellation, delay, schedule change, or a situation where the consumer was involuntarily denied boarding; or (v) the consumer paid a baggage fee and his or her baggage has been declared lost by the airline.

For this purpose, the Department of Transportation defines a significant delay as three (3) hours for domestic flights and six (6) hours for international flights. Airlines are allowed to offer credit instead of a refund, but passengers have the right to reject any offers of credit or miles. Airlines also must provide refunds for tickets purchased with credit cards within seven (7) business days or those purchased with payments other than credit cards within twenty (20) calendar days.

16. Limitations of Responsibility, Disclosure, and Liability

Advisor acts solely as a booking agent for disclosed principal Suppliers and is not the source or provider of any travel service. Each Supplier is an independent entity with its own management and is not subject to the control of Advisor. The Suppliers whose names appear in travel documentation are those ultimately responsible for providing the travel services purchased, and you consent to the use of those Suppliers.

When tour, cruise or package prices are based on Suppliers' contract rates, you will not be entitled to any refund for any unused portion of travel. Some group tours are based on a minimum number of passengers traveling; if the number of passengers falls below the minimum required, a surcharge may be imposed, or the tour may be canceled. Any cancellations of a tour or package for reason of failing to meet the minimum traveler requirement will be governed by the tour operator's cancellation policy.

The Supplier may determine that alterations in the itinerary are necessary for any number of reasons, including but not limited to severe weather. Any alterations to an itinerary are at the sole discretion of the Supplier, and Advisor bears no responsibility for any changes. If you decide to change any portion of your confirmed arrangements prior to departure or during your trip, we will attempt to assist you. Certain bookings may not be able to be changed. All requests for changes to a booking must be made in writing to Advisor.

Because Advisor acts as an agent for disclosed principal suppliers and does not have the right to control the operations of such independent operators and suppliers, you agree that Advisor is not liable for any personal injury or property damage, which may arise out of these services. Advisor hereby disclaims any liability whether based on contract, tort, strict liability, or otherwise, including without limitation liability for any direct, punitive, special consequential, incidental or indirect damages in connection with the goods or services provided by any principal supplier booking through Advisor, including without limitation liability for any act, error, omission, injury, loss, accident, delay or irregularity which may be incurred through the fault, negligence, willful acts, omissions or otherwise of such supplier, or of any supplier or their respective employees, agents, servants, or representatives, including, without limitation, their failure to deliver or their partial or inadequate delivery of services, their cancellation and refund policies, fuel increases, bankruptcy, or cessation of operations and other matters outside of Advisor's control, and you hereby exonerate Advisor from any liability with respect to the same.

Advisor has solely received commission and fees for travel transactions and Client agrees and understands that any recovery from Advisor will be limited to the amount of commission and fees actually received by Advisor.

17. Force Majeure

Advisor will not be in breach of these terms and conditions or otherwise be liable to you, for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, including web host and internet service provider, breakdown or malfunction of equipment, destruction of or serious damage to facilities, natural catastrophes including, but not limited to extreme weather events, floods and volcanic eruptions, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy, and any other unforeseen circumstance which is beyond the control of Advisor. THE PURCHASE OF TRAVEL INSURANCE IS HIGHLY RECOMMENDED AND ENCOURAGED ON ALL TRIPS.

In addition, each of Advisor's Suppliers has terms and conditions which include Force Majeure provisions. In the event that a Force Majeure event occurs, those Suppliers may be entitled to, and may in their sole and absolute discretion, vary, postpone, or cancel any itinerary or arrangement in relation to the trip. Payment of any refund to you as a result of the non-performance of any obligations hereunder shall remain in the sole and absolute discretion of the Supplier pursuant to their policies, although Advisor shall use its reasonable efforts to secure reimbursement for you where possible.

18. Client Conduct

By clicking “purchase”, “confirm”, or “book” when these options are made available to Client, or by undertaking any other affirmative action manifesting an intent to engage Advisor, including providing Advisor with credit card or billing information to be charged for any services made available by Advisor, Client accepts and agrees to be bound and abide by the Agreement. If Client does not want to agree to the Agreement, Client must not take any of the aforementioned affirmative steps and may not utilize any services offered by Advisor. For the avoidance of doubt, any digital signature to the Agreement or otherwise accepting or agreeing to the Agreement shall constitute acceptance of the provisions herein.

Each participant in any trip escorted by Advisor is expected to act responsibly and adhere to all behavior guidelines established by Advisor and Suppliers, including adhering to dress codes at religious or cultural sites, or Supplier dress codes. Advisor and all local Suppliers reserve the right to remove you from any facility, hotel or resort property, tour location, or means of transportation if your health or your conduct appears to endanger yourself or others, disrupts the general well-being of other clients on any element of your trip or interferes with the operation or security of the places you visit. In any such case, there will be no refund.

When you book with Advisor, you accept responsibility for any damage or loss caused by you. Full payment for any such damage or loss (reasonably estimated if not precisely known) must be paid directly at the time to the accommodation owner or manager or other Supplier. You must indemnify Advisor for the full amount of any claim (also including legal costs) made against us. Advisor is not responsible for any costs incurred concerning a guest removed from a trip, or any portion of a trip. You agree not to hold Advisor or any of its related entities liable for any actions taken under these terms and conditions. Baggage and personal effects are at all times the sole responsibility of the participant.

Any transportation, possession, or use of illegal drugs will result in immediate termination of your trip and may result in prosecution by law enforcement authorities. You are responsible for knowing and observing the licensing laws for drug possession (including prescription and over-the-counter drugs) for all countries and states you are visiting. Laws may require you to carry a prescription from your doctor.

19. Currency Fluctuations

Currency exchange rates fluctuate. Prices are subject to change based upon currency exchange rate fluctuations. Advisor is not responsible for surcharges or foreign transaction fees imposed by Client’s credit card or bank.

20. Travel Insurance

ADVISOR OFFERS ACCESS TO TRAVEL INSURANCE TO PROTECT PASSENGERS AND THEIR INVESTMENT IN TRAVEL. UNLESS SPECIFICALLY NOTED, TRAVEL INSURANCE IS NOT INCLUDED IN THE COST OF CLIENT'S ITINERARY TO PROTECT AGAINST THIRD-PARTY SUPPLIER DEFAULT/BANKRUPTCY PROTECTION, DELAY, INTERRUPTION, MISSED CONNECTION FOR CRUISES, CANCELLATION, MEDICAL EMERGENCY TRANSPORTATION/EVACUATION & REPATRIATION, BAGGAGE & PERSONAL EFFECTS/LOST LUGGAGE & BAGGAGE DELAY, ILLNESS, JOB LOSS PROTECTION AND CHANGE OF PLANS, ACCIDENTAL DEATH AND DISABILITY, TRAVEL ACCIDENT/SICKNESS MEDICAL EXPENSES, AND MORE. PROPER INSURANCE MAY PROTECT YOU FROM FINANCIAL LOSS IN ALMOST ALL CIRCUMSTANCES.

Without appropriate travel insurance, you understand and agree that if you cancel or interrupt your travel for any reason, portions of the trip/tour may not be refunded, and Advisor's and travel Suppliers' cancellation penalties will apply to result in the loss of monies up to the full cost of Client's Travel Booking and related costs. The purchase of travel insurance is not required in order to purchase any other product or service offered by Suppliers of Advisor, however, if you decline to purchase insurance, Advisor will require that you execute an insurance waiver. Advisor is not a licensed insurance broker and is not qualified or authorized to answer technical questions about benefits, exclusions, and conditions of any of the insurance quote offered, nor evaluate the adequacy of the prospective insured's existing insurance coverage. An additional charge applies for any travel insurance selected. It is your responsibility to know what your insurance policy covers, and to put alternative coverage in place if you wish to insure for conditions that are excluded by your policy.

Advisor cannot guarantee that any insurance provider will approve coverage for a claim made under the insurer's policy and makes no representations about the extent of coverage for any policy it may offer or quote.

21. Reservation of Rights and Changes to These Terms

Advisor reserves the right, in their sole discretion, to change these Terms and Conditions at any time. Updated versions of the Terms will be provided to Clients, will be posted on <http://www.explorebybushore.com>, and are effective immediately upon posting.

22. Independent Contractor

The relationship of the Parties under this Agreement is one of independent contractors, and no joint venture, partnership, agency, employer-employee, or similar relationship is created by this Agreement or the Parties' related conduct. Neither Party may assume or create obligations on the

other Party's behalf, with the exception of the Client's permission for ADVISOR to act for the purposes of this Agreement, and neither Party may take any action that creates the appearance of such authority. ADVISOR has the sole right to control and direct the means, details, manner, and method by which the Services will be completed as ADVISOR is providing services in ADVISOR's industry that ADVISOR traditionally provides. Accordingly, ADVISOR shall be responsible for payment of all taxes arising out of ADVISOR's activities in accordance with this Agreement, including by way of illustration but not limitation, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business license fee as required.

This Agreement is non-exclusive. ADVISOR is free to provide services to other parties during the Term of this Agreement, provided that such provision of services to others does not materially interfere with the terms and obligations of this Agreement.

23. General

This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Titles and captions are for convenience only and shall not constitute a portion of this Agreement. As used in this Agreement, masculine, feminine or gender neutral and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates. This Agreement shall be interpreted according to its fair meaning and as if prepared by both parties hereto. All judicial proceedings brought against any party hereto arising out of or relating to this Agreement shall be brought in a state or federal court of competent jurisdiction in the County of Orange, State of California, and by execution and delivery of this Agreement each party accepts for itself and in connection with its properties, generally and unconditionally, the exclusive jurisdiction of the aforesaid courts (both personal jurisdiction and subject matter jurisdiction), waives any defense of *forum non conveniens* and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement.

In the event of any dispute between the parties hereto arising out of the subject matter of this Agreement or the Escrow, or in connection with the Property, the prevailing party in such action shall be entitled to have and to recover from the other party its reasonable attorneys' fees and other reasonable expenses in connection with such action or proceeding in addition to its recoverable court costs.

Any claim against Advisor must be brought within twelve (12) months after the date of the completion of the trip and not later. Advisor shall not, in any case, be liable for damages other than compensatory damages, and you waive any right to claim punitive or exemplary damages. You agree that you may only bring claims in your individual capacity and not as plaintiffs or class members in any class action, proposed or purported class action, or other representative action,

regardless of the type of proceeding. You expressly agree to waive and forego any and all rights to bring any such class actions, purported or proposed class actions, or representative actions.

If any term, provision, condition, or covenant of this Agreement or the application thereof to any party or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this instrument, or the application of such term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

These Terms and Conditions (and any other terms and conditions referenced herein) constitute the entire agreement between the Client and Advisor with respect to Travel Bookings made with Advisor by any means, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between Client and Advisor with respect to communications with Advisor. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.