

TERMS AND CONDITIONS AGREEMENT

BETWEEN TRIBAL TRAVEL CLUB AND ITS USERS/CLIENTS

1. DEFINITIONS:

Terms and Conditions of use — refer to the policy & rules which regulate the use of this site with the end user.

User – refers to any person, you, who enters, reads, and/or uses this site and all that it has to offer.

Tribal Travel Club ("TTC") - refers to Tribal Travel Club

Seller – refers to Tribal Travel Club and those of which are employed by Tribal Travel Club Service.

Provider/Supplier – refers to any person not employed directly by Tribal Travel Club that provides services under the guidance of Tribal Travel Club. May also be referred to as a 3rd Party or 3rd Party Service Provider.

Website (site) – refers to TRIBALTRAVELCLUB.com website(s) and any links available from or within the website, but does not include any external websites or links to external websites not belonging to or controlled by Tribal Travel Club.

Material/s – refers to physical material and items contained in this site that can be extracted. i.e. HTML, itineraries, photographs, maps, software, films, emails, video.

Services – refers to the products and services offered within this website; tangible or intangible.

TTC - Tribal Travel Club

Private Tours – A tour that is conducted privately without outside participants. This means that it is simply your group and must be 16 people or more.

Small Group Tour – A tour that has members from multiple parties and a tour guide. Group sizes vary but basically, your group may be accompanied by others.

Tickets/admissions/entertainment – refers to the fee charged in order to enter museums, archeological sites and/or desired historical sites of importance.

Booking confirmation – is a confirmation sent via email that confirms services have been confirmed and reserved.

Reasonable Action – any action that remains within the laws of the country in which the action is taken and does not end in a financial loss for Tribal Travel Club or any of its associates.

Clients – users that have accepted terms & agreements of Tribal Travel Club and have paid or eventually will pay for services.

Drivers – refers to service professionals that operate cars, vans, helicopters, boats, buses and/or any vehicle powered by an energy source.

Trip Planning – Services offered by Tribal Travel Club for a fee will assist with planning of your vacation, including flights, hotel reservations, land transfers, transport bookings, restaurant bookings, extraordinary requests and planning hours.

2. YOUR CONTRACT WITH TRIBAL TRAVEL CLUB

When you make a booking with "Tribal Travel Club" you undertake that you have the authority to accept and do accept these booking conditions on behalf of yourself and your party. These conditions in conjunction with the information set out on our website form the entire agreement between yourself and TTC. Tribal Travel Club reserves the right to change these terms & conditions without notice.

TTC offers you the opportunity to purchase tourism-related products and services without registration. Each product and service includes the following features, which you automatically agree to upon purchase:

- booking the tour/trip, part of it or a specific experience, in the cities in which we are present;
- assistance from TTC staff, to the best of their abilities, for the duration of the service

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 opportunity to notify you about new or alternative products and services similar to what you are buying.

3. PRODUCT VALIDITY, MODIFICATIONS & AMENDMENTS

Products offered by Tribal Travel Club are valid as per the dates and times displayed at TRIBALTRAVELCLUB.com. Tribal Travel Club is not responsible or liable for any information that it does not directly provide.

All requests for booking modifications/amendments must be directed to the Tribal Travel Club Travel Expert Team via email at mytribe@tribaltravelclub.com with the booking or reservation number in the subject of the email.

- 1. If you request a date/time change Tribal Travel Club will attempt to honor your request; However Tribal Travel Club cannot guarantee date/time change requests as all requests and amendments are subject to availability.
- 2. For change requests made within the 45 Days of booking, Tribal Travel Club will make reasonable attempts to accommodate, but will charge fees associated with but not limited to the ticket cost and personnel cost to acquire/change tickets.

Tribal Travel Club reserves the right to cancel, change or substitute any tour that you have booked at TRIBALTRAVELCLUB.com, at any time, for any reason.

4. PRICES

Please note that all prices for the services provided by TRIBALTRAVELCLUB.com and its sub-brands are in the company's local currency, U.S Dollar (USD). TRIBALTRAVELCLUB.com cannot be responsible for currency fluctuations and or additional fees outside its control that may be applied such as bank transfer fees, credit card fees, etc.

Prices are fixed at the time of booking and generally will not be subject to surcharges. The only exception to this will be an increase in our costs arising as a result of any government action or ticket price increase without warning. Museum tickets/admissions are also subject to change without notice due to the addition and removal of Exhibitions by the museums. We only state this to reserve the right but have never had to enforce it.

5. PROMO CODES

Promo codes and special "offers" are subject to the terms of each offer. This means that the details of the offer are described in each place of advertisement. They are also subject to the below terms.

- a) You cannot use two promo codes at once in any situation.
- b) Promo codes are valid only for their advertised discount. If an additional amount is discounted due to technical issues with our website or human error, TTC has the right to request additional payment to cover the difference. If the client refuses to cover the difference, TTC will amicably cancel the trip.
- c) Promo codes are usable only for the persons that they are offered to if received via email unless explicitly written otherwise. Promo codes are not a "right" nor an "entitlement". They are usable only as described and are not applicable to past purchases.

6. DEPOSITS. PAYMENTS, REFUNDS & CANCELLATIONS

- Please note that the cancellation policy is calculated from the start date of the trip.
- The Deposit is non-refundable after original booking unless otherwise stated in your confirmation.
- Tribal Travel Club accepts all major US based credit cards bank and wire transfer.
- A deposit is required to confirm a reservation, unless the reservation is made on or after the final payment date, as outlined in the vacation package.
- Payment will be listed as Tribal Travel Club on the credit card statement.
- Cancellations may be subject to a cancellation fee, which may vary by trip or circumstance. Fees include but are not limited to the cost of plane tickets, lodging, tours and entertainment that require the purchase of a ticket in advance.
- All cancellations should be submitted using email directly to <u>mytribe@tribaltravelclub.com</u> with the booking or reservation number in the subject of the email.
- No refund or credit will be given for cancellations made within 60 Days of a trip.
- No refund or credit once the trip has commenced.
- On a less frequent basis, itinerary activities may be rearranged within the time frame of the trip.

6.1 CANCELLATION DUE TO PLANES, TRAINS, OR AUTOMOBILE

We do not refund clients within 60 Days of the trip, and this includes customers who are late due to flight or train cancellations, delays or issues caused by traffic or congestion, etc. We do not offer credit to any cancellations within 60 Days of the trip start time.

Please note that if you do not arrive on time for your scheduled tour and/or are late to the meeting point of the tour, that is to say, you do not arrive at the correct meeting point at the correct time for your tour then you are not entitled to a refund of the price paid for the services.

If you are concerned about the possibility of cancellation or nonrefundable costs, we recommend the purchase of travel insurance.

Cancellation Made Within	Refund Policy
60 Days prior to Trip Date	Non-refundable
90 Days Prior to Trip Date	50% of the total purchase amount can be refunded minus deposit and expenses including but limited to tour tickets, hotel deposits, etc
120 Days Prior to Trip Date	75% of total purchase amount can be refunded minus deposit
180 Days Prior to Trip Date	100% of total purchase amount can be refunded minus deposit

^{*}Unless otherwise stated in your Guest Confirmation.

6.2 CANCELLATION DUE TO FORCE MAJEURE

Cancellation due to Force Majeure or reasons beyond our control will result in a credit given or refund. This will be decided at the discretion of management on a case by case basis.

7. TIME & DATE CHANGES BY TRIBAL TRAVEL CLUB

TTC reserves the right to change the start time, date, meeting point of any tour or service you book through TTC or any affiliate companies. Changes like these happen in response to changes in the tourism landscape.

Communication of said change will take the form of both an email and phone call to the contact information provided upon booking.

8. DATE & TIME ZONE FOR IN-PERSON TOURS

All date and time calculations are to be made in the time-zone of the city in question.

9. PHOTOGRAPHY

By participating in an Tribal Travel Club itinerary, you consent to having your name, face, likeness, voice and/or appearance captured in any photographs and videotapes (or portions thereof) in any format, including, but not limited to, print, digital or film media now existing or hereafter developed, and you further acknowledge and agree that such photographs and videotapes (or portions thereof) may be shared with other participants in the adventure. You also agree that any such photographs and videotapes taken outside of the United States may be transferred to the United States.

10. INJURY, LOSS OR DAMAGES AGREEMENT BETWEEN USERS & TTC

TTC is not responsible for any loss, injury or damage that occurs during the use of its services i.e. robbery, car crash, illness, acts of terrorism, and/or spontaneous events.

TTC is not responsible for the actions of its 3rd party service providers such as drivers or guides. TTC will however assure that all drivers have the proper insurance policy and licensing for transporting tourists in their locality.

11. TRAVEL INSURANCE

TTC advises all clients to purchase travel insurance in every circumstance possible. TTC may at times recommend an insurance provider, but is not a certified seller of insurance and does not take responsibility for future disputes with any recommended seller of travel insurance.

12. SPECIAL ASSISTANCE

Travelers needing special assistance must report disability or allergy to TTC at the time of booking. TTC will make every effort to accommodate all travelers but not all historical

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sites are equipped for those who have walking difficulties. Travelers should know that handicap access is not required in all countries such as in the United States (Americans with Disabilities Act). Some sights will be difficult to access for those in wheelchairs.

13. BAGGAGE DISCLAIMER

TTC cannot be responsible for lost, stolen or damaged personal items during tours. TTC partners with the best transport providers, attentive guides, and service providers, but it is the responsibility of each participant to keep a watchful eye on their personal effects. TTC always recommends that travelers have adequate insurance to cover these issues.

14. SERVICE PROVIDERS

The services provided in connection with the itineraries, including, without limitation, transportation, hotel accommodations, restaurants, and other services are purchased from various independent suppliers who are not affiliated with us in any way ("Suppliers"). Although we and tour operator endeavor to choose high-quality Suppliers, neither we nor tour operator has the right to control their operations and therefore make these travel arrangements upon the express conditions that we, tour operator and our own agents, employees and affiliates shall not be liable for any delay, mishap, inconvenience, expense, irregularity, bodily injury, illness, emotional distress, death or damage or loss to property occasioned through the conduct or omission or default of any Supplier, each of which is subject to laws of the state or country where the service is provided. As a condition precedent to your participation in the vacation package, we and some of our Suppliers require that you execute and return to us an assumption of the risks and release of liability form (in our case, the Travel Agreement).

15. YOUTH DISCLAIMER

Any minor child under the age of majority who participates in a TTC Tour, TTC GUIDED Vacations or TTC service, must be accompanied by an adult and supervised by an adult during the entire length of the city tour/vacation package/service. TTC, or any person employed by TTC, cannot take responsibility for minor children during the length of a TTC city tour/vacation package/service.

15.1 DISABILITY DISCLAIMER

It is highly recommended that persons needing special assistance book a TTC trip with a companion that is physically able and completely responsible for providing assistance. Although TTC will do as much as possible to accommodate those with disabilities, TTC

cannot be responsible for personal assistance and, in order to ensure you get the most out of your experience.

16. LIMITATIONS FOR USE OF WEBSITE: TRIBALTRAVELCLUB.com

The information contained in this website is for general information purposes only. The information is provided by Tribal Travel Club and, while we endeavor to keep the information up to date and correct, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the website or the information, products, services, or related graphics contained on the website for any purpose. Any reliance you place on such information is therefore strictly at your own risk.

In no event will we be liable for any loss or damage including, without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from loss of data or profits arising out of, or in connection with, the use of this website.

17. PRIVACY POLICY

Tribal Travel Club Inc (TTC) is not in the business of selling personal information, content, data, or anything that is not property of TTC. TTC ensures the user & client that we will not intentionally sell your private data that may be collected intentionally or unintentionally by TTC.

We will ask for a broad range of personal information which is necessary for us to provide you with our services. If we are not able to collect your personal information, we may not be able to provide you with the products, services or assistance you require. The collection use or disclosure of your personal information is needed to provide services.

We will generally ask for the following types of personal information:

- name, address, email and contact details;
- date of birth;
- gender; and/or
- information about your use of our product or service

Depending on the product or service you choose, you may also be asked other types of personal information such as:

- insurance- travel
- Passport number
- Credit card details

The personally identifiable information we collect about you is stored in limited access servers. We will maintain safeguards to protect the security of these servers and your personally identifiable information.

The user is subject to these Terms & Conditions immediately upon entering our site.

Tribal Travel Club reserves the right to integrate or modify at its own discretion any of the dispositions contained in the terms and conditions of use including any disposition and/or directive that the website refers to.

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