**2026**

# Terms and Conditions Agreement

These terms and conditions ("Terms and Conditions") govern the relationship between A Site to See LLC d/b/a A Site to See LLC ("A SITE TO SEE LLC" and/or "we/us/our") and you, the purchaser or traveler ("Client" and "passenger" and "you/your"). By planning travel with A SITE TO SEE LLC, you agree to be bound by these terms and acknowledge that A SITE TO SEE LLC acts solely as a booking agent for disclosed principal supplier tour operators, cruise lines, hotels, airlines, air charters, bus companies, ground transportation, boat purveyors or owners, and other independent contractors providing accommodations, transportation, and other services ("Supplier(s)") and is not the source or provider of the travel services. These terms include warranties and disclaimers and exclusions of liability and may restrict your rights and remedies and provide protection to A SITE TO SEE LLC.

## USE OF A SITE TO SEE LLC SERVICES, ACCESS AND INFORMATION FOR TRAVEL BOOKINGS

You warrant that you are at least 18 years of age and possess the legal authority to enter into this Agreement and to make travel bookings with A SITE TO SEE LLC. You agree to be financially responsible for all travel bookings you make with us, 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 A SITE TO SEE LLC and its Suppliers, and you acknowledge that, without limitation, any speculative, false, or fraudulent reservation is prohibited.

A SITE TO SEE LLC accepts all bookings solely as the booking agent for the suppliers on your quote. 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 A SITE TO SEE LLC, 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.

A SITE TO SEE LLC is not liable or responsible for any arrangements made independently of A SITE TO SEE LLC. A SITE TO SEE LLC assumes no responsibility for costs or fees you incur for independent arrangements not booked through A SITE TO SEE LLC, inclusive of, but not limited to, airline, hotel, excursion, and travel protection related charges. If you make your own flight arrangements, A SITE TO SEE LLC 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 due to booking terms with airline and hotel partners. With limited exceptions, hotel and airline rewards or points cannot be redeemed for travel arrangements made by A SITE TO SEE LLC.

## RIGHT TO CORRECT ERRORS AND OFFERS SUBJECT TO AVAILABILITY

We reserve the right to correct errors. In the event of any pricing error or omission, we reserve 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.

## 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 through A SITE TO SEE LLC. By approving your quote you agree to allow A SITE TO SEE LLC to purchase travel products from our Suppliers on your behalf. EXCEPTING 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 A SITE TO SEE LLCOR ITS SUPPLIERS, INCLUDING CANCELLATIONS OR CHANGES OF ITINERARY OR ARRANGEMENTS FOR REASONS BEYOND THE CONTROL OF A SITE TO SEE LLCOR ITS SUPPLIERS. IF YOU ATTEMPT TO CHARGEBACK, REVERSE OR RECOLLECT A PREVIOUSLY AUTHORIZED TRIP

PAYMENT, A SITE TO SEE LLC 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 one month prior to departure according to the Supplier's terms and conditions of booking. You understand that A SITE TO SEE LLC will submit payment on your behalf, and agree to submit payment prior to services being rendered. Additionally this agreement serves as your understanding that incidental deposits may not be secured by A SITE TO SEE LLC on your behalf.*** Any damages or ancillary room charges at the Supplier's selected hotel or other establishment during your stay may be billed to A SITE TO SEE LLC. In this rare instance, you will then be subject to a bill for the expenses from A SITE TO SEE LLC, with intent for you to pay the balance in full within 14 business days.** Otherwise, you are solely responsible for paying incidental charges and the full balance of any associate hotel or resort fees. **NO REFUNDS will be issued, unless your travel plans are cancelled by the supplier.** Should you elect to cancel your plans for any reason, no refund will be extended**.** All cancellation requests must be sent to A SITE TO SEE LLC in writing. As a result of cancellation or changes to confirmed bookings, A SITE TO SEE LLC's and third-party Supplier's cancellation penalties will apply. You are responsible for purchasing travel insurance to protect the inclusions of your itinerary.

If applicable, cancellation fees will be billed to you to pay for travel services. *Again, for all "A Site to See LLC" travel bookings, all payments are non-refundable and non-transferrable.*

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, and you will be responsible for any increases in cost imposed by the Supplier, as well as any A SITE TO SEE LLC or Supplier change fees. All requests for changes to a booking must be made in writing to A SITE TO SEE LLC. When package prices are based on Suppliers' contract rates, you will not be entitled to any refund for any unused portion of travel. If you do not book by the deadlines provided, you may be subject to the increase in rates for failure to secure in a timely manner.

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

## LIMITATIONS OF RESPONSIBILITY AND DISCLOSURE

A SITE TO SEE LLC 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 A SITE TO SEE LLC. The Suppliers whose names may appear in travel documentation are those actually responsible for providing the travel services purchased, and you consent to the use of those Suppliers.

You acknowledge that you are voluntarily participating in the Activities, and that you understand that there are risks associated with your participation in the Activities, such as physical and/or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability, death or economic loss. These injuries or outcomes may arise from your own or other's actions, inactions, or negligence, or the condition of the Activity location(s) or facility(ies). Nonetheless, you assume all risks of your participation in the Activity, whether known or unknown to you, including travel to and from the Activity (including air, land, and water travel) or any events incidental to the Activity.

BECAUSE A SITE TO SEE LLC ACTS AS AGENT FOR DISCLOSED PRINCIPAL SUPPLIERS AND DOES NOT HAVE THE RIGHT TO CONTROL THE OPERATIONS OF SUCH INDEPENDENT OPERATORS AND SUPPLIERS, YOU AGREE THAT A SITE TO SEE LLC IS NOT LIABLE FOR ANY PERSONAL INJURY OR PROPERTY DAMAGE, WHICH MAY ARISE OUT OF THESE SERVICES. A SITE TO SEE LLC 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 A SITE TO SEE LLC, 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 A SITE TO SEE LLC'S CONTROL, AND YOU HEREBY EXONERATE A SITE TO SEE LLCFROM ANY LIABILITY WITH RESPECT TO THE SAME. A SITE TO SEE LLC HAS SOLELY RECEIVED COMMISSION AND FEES FOR TRAVEL TRANSACTIONS AND CLIENT AGREES AND UNDERSTANDS THAT ANY RECOVERY FROM A SITE TO SEE LLC WILL BE LIMITED TO THE AMOUNT OF COMMISSION AND FEES ACTUALLY RECEIVED BY A SITE TO SEE LLC.

## FORCE MAJEURE

A SITE TO SEE LLC 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 A SITE TO SEE LLC. THE PURCHASE OF TRAVEL INSURANCE IS HIGHLY RECOMMENDED ON ALL TRIPS.

In addition, each of A SITE TO SEE LLC's Suppliers have 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 A SITE TO SEE LLC shall use its reasonable efforts to secure reimbursement for you where possible.

## CLIENT CONDUCT

Each participant in any trip escorted by A SITE TO SEE LLC is expected to act responsibly and adhere to all behavior guidelines established by A SITE TO SEE LLC and our Suppliers. A SITE TO SEE LLC 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 A SITE TO SEE LLC, you accept responsibility for any damage or loss caused by you. You must indemnify A SITE TO SEE LLC for the full amount of any claim (also including legal costs) made against us. We are not responsible for any costs incurred concerning a guest removed from a trip, or any portion of a trip. You agree not to hold A SITE TO SEE LLC 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.

## TRAVEL INSURANCE

A SITE TO SEE LLC IS NOT A SELLER, PROVIDER, NOR BROKER OF TRAVEL INSURANCE PRODUCTS. A SITE TO SEE LLC OFFERS RECOMMENDATIONS FOR 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 A SITE TO SEE LLC's and travel Suppliers' cancellation penalties will apply resulting 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 A SITE TO SEE LLC, however if you decline to purchase insurance, A SITE TO SEE LLC may require that you execute an insurance waiver. A SITE TO SEE LLC is not a licensed insurance broker, and its advisors are not qualified or authorized to answer technical questions about benefits, exclusions, and conditions of any of the insurance 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. A SITE TO SEE LLC 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.

## RESERVATION OF RIGHTS AND CHANGES TO THESE TERMS

We reserve the right, in our 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 our website and are effective immediately on posting.

## GENERAL

The laws of the State of New Jersey govern these Terms and Conditions. You hereby consent to the exclusive jurisdiction and venue of courts in Middlesex County, New Jersey in all disputes arising out of or relating to travel bookings with A SITE TO SEE LLC. Any claim against A SITE TO SEE LLC must be brought within 30 days after the date of the completion of the trip and not later. A SITE TO SEE LLC 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 part of these Terms and Conditions is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will

be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and agreement shall continue in effect.

These Terms and Conditions (and any other terms and conditions referenced herein) constitute the entire agreement between the Client and A SITE TO SEE LLC with respect to travel bookings made with A SITE TO SEE LLC by any means, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between Client and A SITE TO SEE LLC with respect to communications with A SITE TO SEE LLC. 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.

Thank you for your business!

I have read the Terms and Conditions as explained above and accept. Booking my trip with A Site to See LLC serves as my confirmation of these terms, and the details outlined in the quote or trip itinerary. I acknowledge and agree to the Terms and Conditions Agreement as set forth by A Site to See LLC, and will move forward to entering into a travel contract with the business effective on the date of my booking.