

## TourTailor Passenger Information Form

Your final itinerary will be emailed to you approximately 30 days prior to your departure date. To avoid any delay with your documents being dispatched, please return this form (one form per passenger), at your earliest convenience, either by email or mail:

Email: [support@tourtailor.com](mailto:support@tourtailor.com)

Mail: 1660 Soldiers Field Rd #1039, Brighton MA 02135

**Please Note:** If you decline to provide the requested information, a signed copy of this form is still required (on page 3), in order for TourTailor to send your documents.

TourTailor also requires the flight itinerary and passport photocopy (of the photo/signature page) for each traveler.

### TRIP DETAILS

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Trip Name/Destination: \_\_\_\_\_

Arrival Date in Destination: \_\_\_\_\_

### PERSONAL DETAILS

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Mr.  Mrs.  Ms.  Dr. Name: \_\_\_\_\_

Other \_\_\_\_\_ (first) (middle) (last)

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_ Country: \_\_\_\_\_

Main Residency Phone: \_\_\_\_\_ Home Fax: \_\_\_\_\_

Business Phone: \_\_\_\_\_ Business Fax: \_\_\_\_\_

Mobile Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_

Profession: \_\_\_\_\_

If travelling with another party please provide the lead name: \_\_\_\_\_

Celebrations during your trip?  Birthday  Anniversary  Honeymoon  Other \_\_\_\_\_ Event Date: \_\_\_\_\_

I am:  Male  Female  Prefer not to say

I am a smoker:  No  Yes

Have you traveled TourTailor in the past?

NO  YES If Yes, which destination(s): \_\_\_\_\_

Do you have any special interests or hobbies: \_\_\_\_\_

Do you have any drink preferences: \_\_\_\_\_

Do you have any religious requirements: \_\_\_\_\_

If this booking is for 2 persons sharing one room, which do you prefer?  Double Room (Queen or King)  Twin Room

*We will do our utmost to accommodate any special requests, although bed preferences may not be available at all properties and so cannot be guaranteed.*

PASSPORT DETAILS

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In addition to providing your passport details below, you must also include a copy of the picture page of your passport for internal air ticketing purposes.

Name: \_\_\_\_\_

*EXACTLY as it appears on your passport*

Passport Number: \_\_\_\_\_ Date of Issue: \_\_\_\_\_ Date of Exp.: \_\_\_\_\_  
Issuing Country: \_\_\_\_\_ Place of Birth: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_ Occupation: \_\_\_\_\_

CONTACT DETAILS

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Where will you be staying on the night(s) immediately preceding the start of your TourTailor trip?

\_\_\_\_\_

Where will you be staying on the night(s) immediately following the end of your TourTailor trip?

\_\_\_\_\_

In case of an emergency, please provide a contact (someone not traveling with you):

Name/Relationship/Phone: \_\_\_\_\_

INSURANCE DETAILS

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If you are purchasing travel insurance please provide:

Carrier Name: \_\_\_\_\_

Type of Coverage:  Trip Cancellation  Trip Interruption  Medical  Baggage

Insurance Co. Emergency Phone #: \_\_\_\_\_

If you do not have any Medical Insurance specifically for this trip, do you have existing coverage from another source for medical emergencies abroad?  YES  NO

If yes:

Carrier Name: \_\_\_\_\_

Emergency Phone: \_\_\_\_\_

HEALTH DETAILS

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To ensure your trip is customized to your needs, we request that you provide adequate details of any health conditions/issues that could impact your ability to travel comfortably and safely with TourTailor. Any modifications required need to be made prior to your departure.

Please answer the following questions as accurately as possible:

1. Are you now, or have you been in the past three (3) years, under the care of any healthcare professional for a physical, medical or other condition?

NO  YES  If yes, please explain: \_\_\_\_\_

2. Do you have a physical, medical or other condition that could adversely affect you or others on your trip?

NO  YES  If yes, please explain: \_\_\_\_\_

3. Is your physical agility in any way impaired? (Do you require assistance in walking? Do you use a cane, crutches or a wheelchair?)

NO  YES  If yes, please explain: \_\_\_\_\_

4. Please list all prescription medications you are taking at the present time and their dosage.

\_\_\_\_\_  
\_\_\_\_\_

5. Do you have any special dietary restrictions or allergies to any specific food items, medicines or insect bites?

NO  YES  If yes, please explain: \_\_\_\_\_

6. Have you ever experienced discomfort or illness due to high altitudes? NO  YES

*NOTE: If you are visiting an area of high altitude TourTailor strongly advises that you consult your physician prior to travel.*

If yes, please explain in the space below.

\_\_\_\_\_

Please use the space below to provide additional information about any physical, medical or other condition that might affect your ability to participate in your upcoming trip.

\_\_\_\_\_  
\_\_\_\_\_

7. If your journey includes rafting or travelling by boat, can you swim? NO  YES

8. If your journey includes light aircraft travel in Africa, please list your height and weight below.

Height: \_\_\_\_\_ Weight: \_\_\_\_\_

*This information is required as it could impact light air weight loads as well as other transportation safety factors. Dependent on weight, additional fees may apply.*

Please sign and return to TourTailor:

I, \_\_\_\_\_ certify that the information provided on this form is accurate.

I, \_\_\_\_\_ certify on behalf of \_\_\_\_\_ that the information provided on this form is accurate.

I DECLINE to provide the requested information:

I, \_\_\_\_\_ DECLINE to provide the requested information.

I, \_\_\_\_\_ DECLINE to provide the requested information on behalf of \_\_\_\_\_

<p><b>Deposit Amount</b></p>	<p><b>Delivering Your Deposit Payment and Agreeing To These Terms</b></p>
<p>A deposit for Your Trip is due upon executing this Booking Terms &amp; Conditions. The amount of Your deposit is determined by Your departure date of Your trip. See Section 1 for full details of the calculation of Your required deposit amount.</p>	<p>By delivering Your deposit payment to TourTailor, You are acknowledging and agreeing that You have read and accept as binding upon You and Your identified traveling group these Booking Terms &amp; Conditions, which includes a Release, Assumption of Risk, Limitation of Liability, Indemnification, Binding Arbitration, Waiver of Class Action Rights, and other important terms and conditions governing Your TourTailor trip. Additionally, you acknowledge and agree that you have read all other policies and itineraries delivered to You by TourTailor, which automatically become a part of these terms (collectively, the “<b>Terms</b>”), and accept them as binding upon You and Your identified travel group.</p>
<p><b>How did You find TourTailor?</b></p>	<p>You agree that You must return these Booking Terms &amp; Conditions executed within 10 days of delivering Your deposit to TourTailor.</p>
<p> <input type="checkbox"/> Referral                      <input type="checkbox"/> TourTailor Website  <input type="checkbox"/> Internet Search              <input type="checkbox"/> Other, please describe </p>	<p><input type="checkbox"/> I agree to the above Terms to govern my TourTailor trip. (check box)</p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Print Name</p> <p>_____</p> <p>Date</p> <p>(sign again on the last page of these Terms)</p>

**TOURTAILOR  
BOOKING TERMS & CONDITIONS**

**IMPORTANT** – THESE TOURTAILOR BOOKING TERMS AND CONDITIONS ("TERMS"), TOGETHER WITH TOURTAILOR'S PRIVACY POLICY [<https://tourtailor.com/privacy>] YOUR ITINERARY AND ALL OTHER TRIP TERMS DELIVERED TO YOU BY TOURTAILOR FORM A LEGALLY BINDING AGREEMENT ("AGREEMENT") BETWEEN YOU AND/OR YOUR TRAVEL GROUP INDIVIDUALS (AS APPLICABLE) ("YOU") AND Cognius, Inc., doing business as TourTailor ("TOURTAILOR," "WE," or "US"), THAT APPLIES AND GOVERNS ALL ASPECTS OF YOUR TOURTAILOR TRIP. PLEASE CAREFULLY READ AND UNDERSTAND THESE TERMS BEFORE BOOKING YOUR TOURTAILOR TRIP, OR USING ANY TOURTAILOR SERVICE.

**IF YOU DO NOT AGREE WITH THESE TERMS, YOU ARE NOT GRANTED PERMISSION TO BOOK YOUR TOURTAILOR TRIP OR OTHERWISE USE TOURTAILOR SERVICES OR ANY COMPONENT THEREOF.**

**THIS AGREEMENT CONTAINS ARBITRATION AND CLASS ACTION WAIVER PROVISIONS THAT WAIVE YOUR RIGHT TO A COURT HEARING, RIGHT TO A JURY TRIAL, AND RIGHT TO PARTICIPATE IN A CLASS ACTION. ARBITRATION IS MANDATORY AND IS THE EXCLUSIVE REMEDY FOR ANY AND ALL DISPUTES EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN.**

**TourTailor reserves the right to update and change, from time to time, these Terms and all documents incorporated by reference when TourTailor delivers copies of such documents to You.**

**We strongly recommend that You read the Terms as well as all information that TourTailor delivers to You relating to Your trip prior to booking to ensure that You understand the itinerary, style and physical demands of the trip You are undertaking.**

**1. DEPOSIT REQUIREMENT**

You are required to pay a deposit equal to Twenty-Five percent (25%) of Your trip booking. Your deposit is due at the time You make Your Booking and the remaining Seventy-Five percent (75%) of Your trip booking is due Ninety (90) days before You depart on Your booked trip.

Please note that additional deposit amounts are required for selected trips, as stated on Your specific TourTailor pricing page for Your trip. If additional deposit amounts are required, TourTailor will let You know what these additional deposit(s) are for, *e.g.*, airfare, vessels (cruises), trains, private charter, safari camps, and/or special nonrefundable permit fees.

Additionally, if Your travel is booked within Ninety (90) days before Your departure date, then the full amount of Your trip is due and must be paid at the time of booking. Please note that different deposit amounts are required for selected trips.

**2. CANCELLATION BY YOU**

If You cancel some or all portions of Your booking, cancellation fees will apply as follows:

- If cancellation request is received **91 or more days** prior to trip departure date, there is a **\$300 cancellation charge per person** as well as all non-refundable items as noted in the proposal (airfare, etc.)
- If cancellation request is received within **60-90 days** prior to Your trip departure date, then cancellation charge is **25% of Your trip booking** as well as **all non-refundable items** as noted in the proposal (airfare, etc.)
- If cancellation request is received within **36-60 days** prior to Your trip departure date, then cancellation charge is **50% of Your trip booking** as well as **all non-refundable items** as noted in the proposal (airfare, etc.)
- If cancellation request is received within **0-35 days** prior to Your trip departure date, the cancellation charge is **100% of Your trip booking** as well as **all non-refundable items** as noted in the proposal (airfare, etc.)

A cancellation will only be effective when We receive written confirmation of Your requested cancellation.

Please note above that different cancellation conditions including higher charges apply depending on when You deliver written notice to Us of Your trip cancellation.

We recommend that You review with Your trip proposal provided by TourTailor.

We highly recommend that You purchase cancellation insurance and medical evacuation insurance at the time of Your trip booking which may cover these cancellation fees.

In addition to TourTailor cancellation fees noted above, Your third-party airfare, accommodations provider, travel providers, travel agents, tour and transport operators may also charge You penalty fees for cancellation such as for cancellations for airfare, vessels (cruises), trains, safari camps and cancellation over holiday/peak periods. As You know, airfare is typically not refundable.

TourTailor will make best efforts to amend Your trip itinerary per Your request, but You are responsible for difference in cost of services and cancellation fees. TourTailor reserves its right to pass on increase and surcharges by government and regulatory authorities (e.g., increase in fuel surcharge, significant fluctuation in currency, etc.) As noted in Our Master Terms [<https://tourtailor.com/terms>], TourTailor reserves its right to substitute for the same or better services in the event of unexpected change or overbookings.

If You leave a trip for any reason after it has commenced, TourTailor is not obliged to make any refunds for unused services. If You fail to join a tour, join it after departure, or leave it prior to its completion, no refund will be made to You by TourTailor.

### 3. COVID-19 TRAVEL

For bookings made through January 31, 2021, TourTailor is waiving the \$300 per person cancellation fee for bookings (noted above) if trip is cancelled or postponed 90 days prior to travel; otherwise normal cancellation policies (noted above) apply (collectively, "**Coronavirus Booking Policy**").

#### **4. CANCELLATION BY TOURTAILOR**

We may cancel a trip at any time prior to departure if, due to terrorism, natural disasters, political instability or other external events it is not viable for us to operate the planned itinerary. If TourTailor cancels Your trip, You can transfer amounts paid to an alternate departure date or receive a full refund. In circumstances where the cancellation is due to external events outside Our reasonable control (*force majeure*), refunds will be less any unrecoverable costs. We are not responsible for any incidental expenses that You may have incurred as a result of Your booking including but not limited to visas, vaccinations, travel insurance excess or non-refundable flights.

#### **5. HOTEL AND OTHER SUPPLIER'S OVERBOOKINGS; DENIED CHECK-INS**

You should notify us or our local representative as soon as possible in the event that a hotel or other Supplier is overbooked or unable or unwilling to locate or honor Your reservation at check-in, so that We may assist in the process. However, TourTailor does not bear any ultimate responsibility or liability for any third-party's failure or refusal to process Your reservation at check-in or find You a convenient and comparable alternative. We will endeavor to enforce Our agreements with third-parties, but We are not responsible to You if the third-party does not, for whatever reason, find or place You in an available or acceptable alternative.

#### **6. INTERNATIONAL TRAVEL, DOCUMENTATION AND PASSPORTS/VISAS**

You are responsible for ensuring that You meet foreign entry requirements and that Your travel documents, such as passports and visas (transit, business, tourist, and otherwise), are in order and any other foreign entry requirements are met. TourTailor has no special knowledge regarding foreign entry requirements or travel documents. We urge You to review travel prohibitions, warnings, announcements, and advisories issued by the relevant governments prior to booking travel to international destinations. You acknowledge and agree that TourTailor will have no liability to You if You are refused entry onto a flight or into any country. This includes all stops made by the aircraft, even if You do not leave the aircraft or airport. It is Your responsibility to ensure that You meet all entry requirements, obtain and take all recommended medication, receive all required inoculations, and follow all required health, legal, and regulatory procedures that apply to Your travels. Nothing in Your TourTailor booking documents shall constitute or be construed as any formal or professional advice on these subjects or requirements. For up to date visa requirements US citizens should visit [www.travel.state.gov](http://www.travel.state.gov) and Canadian citizens should visit [www.travel.gc.ca/travelling/documents](http://www.travel.gc.ca/travelling/documents). Citizens of other countries should check with the relevant embassy in their own country.

#### **7. AGE & HEALTH REQUIREMENTS**

**Minimum Age:** For the majority of TourTailor trips, there are no minimum age requirements, as We tailor Our tour services to everyone. All travelers under the age of 18 must be accompanied by a legal guardian, or in lieu of a legal guardian, by an escort over the age of 18, appointed by their legal guardian. The legal guardian or their designee will be responsible for the traveler under the age of 18's day-to-day care.

Please note We cannot guarantee triple or adjoining rooms for families; accompanying adults may be required to share with others in the group on a twin share basis.

**Variations:** A minimum age applies to many tour adventures. Please check with Your consultant at the time of enquiry prior to booking Your tour adventure(s).

**Maximum Age:** For the majority of TourTailor trips, We have no upper age limit though We remind You that Our trips can be physically demanding, and passengers must ensure that they are suitably fit to allow full participation. We are not medical experts. It is your responsibility to ensure that You obtain proper and detailed medical advice at least two months prior to travel for the latest health requirements and recommendations for Your destination and tour adventure(s).

## **8. SMALL GROUPS & COMBINATION TRIPS**

At times We can have groups with small numbers of travelers. Many of Our trips are designed to fit with other departures to create a longer "combination" trip; this means that some of Your group may have already been travelling together for some weeks when You commence Your trip. If You would like to know how many people are booked on Your trip or any combination trip it is part of please ask prior to making Your booking.

## **9. ADDITIONAL BOOKING AND TRAVEL TERMS**

As part of Your booking and travel terms with TourTailor, You acknowledge and agree that:

- Other Contracts Apply: Your airline, travel, hotel, touring and other hospitality accommodation providers and any other third-party contract applies to these Terms and Your trip.
- Final Travel Itinerary: Your final travel documentation will be provided to You in electronic format at least 14 days prior to Your departure unless the trip is booked within 14 days of departure.
- Excluded Tour Items: Tours do not include (unless otherwise noted): international and internal air, travel insurance, gratuities, meals and beverages other than those noted it in the itinerary; optional sightseeing; excess baggage charges, passport and visa fees, expenses that are personal in nature (e.g., laundry).
- Photographs and Videos: TourTailor may take photographs or video of its trips and trip participants. You acknowledge and grant TourTailor permission to take photographs and videos of You and Your traveling group and for it to use same for promotional or commercial use without payment of any compensation to You.

## **10. RELEASE**



All trips are sold by TourTailor are subject to these Booking Terms and Conditions, the Master Terms [<https://tourtailor.com/terms>] and all the other general information delivered to You (e.g., booklets, brochures and custom itineraries). TourTailor, with its principal office at 1660 Soldiers Field Rd #1039, Brighton, Massachusetts 02135, and its subsidiaries, owners, directors, officers, employees and affiliates, (collectively “**TourTailor**”), does not own or operate any entity that provides goods or services for Your trip including, for example, ownership or control over hotels or other lodging facilities, airlines, vessels, buses, vans or other transportation companies, local ground operators, providers or organizers of optional excursions or equipment used thereon, food service or entertainment providers, etc. even if some of those entities utilize the TourTailor’s name on signs etc. All such persons and entities are independent contractors. As a result, TourTailor is not liable for any negligent or willful act or failure to act of any such person or entity, or of any other third party. Without limitation, TourTailor is not responsible for any injury, loss, or damage to person, property or luggage, death, delay or inconvenience in connection with the provision of any goods or services occasioned by or resulting from, but not limited to, acts of God, acts of government, *force majeure*, acts of war or civil unrest, insurrection or revolt, strikes or other labor activities, criminal or terrorist activities of any kind, or the threat thereof, overbooking or downgrading of accommodations, structural or other defective conditions in hotels or other lodging facilities, mechanical or other failure of airplanes or other means of transportation or for any failure of any transportation mechanism to arrive or depart timely or safely, dangers associated with or bites from animals, pests or insects, marine life or vegetation of any sort, dangers incident to recreational activities such as scuba diving, zip lining, snorkeling, paddle boarding, swimming, kayaking, sailing, canoeing, rafting, hiking, bicycling, rock climbing, etc. sanitation problems, food poisoning, lack of access to or quality of medical care, difficulty in evacuation in case of a medical or other emergency, illness, epidemics or the threat thereof or for any other cause beyond the direct control of TourTailor. In addition, You acknowledge and agree that You release TourTailor from its own negligence but not from its own gross negligence and assume all risk thereof.

## **11. FORCE MAJEURE**

The performance by TourTailor and its hospitality third-party providers of any covenant or obligation on their part to be performed under this Agreement shall be excused by floods, riots, fires, accidents, wars, embargoes, acts, global health/disease crises, injunctions, or restraints of government, or any other cause preventing such performance, beyond their reasonable control and which is not due to their fault or negligence (“**Force Majeure Event**”). TourTailor has the right to terminate if a Force Majeure Event occurs that affects Your booked trip.

## **12. ASSUMPTION OF RISK**

You acknowledge and agree that You are aware that traveling may involve hazardous activities, some in remote areas of the world, with a risk of inconvenience, illness, injury or death which may be caused by forces of nature, animals, insects or flora, the negligence of TourTailor, or other persons and companies known or unknown, or of negligent, willful or criminal conduct of third parties. You acknowledge and agree that You are aware that weather conditions may be severe, adverse and/or unpleasant. You

acknowledge and agree that You are also aware that medical services or facilities may not be readily available or accessible during some or all of the time during which You are participating on the trip. In order to partake of the enjoyment and excitement of this travel trip You acknowledge and agree that You are willing to accept the risks and uncertainty involved as being an integral part of my adventure. Accordingly, You hereby accept and assume full responsibility for any and all risks of illness, injury or death and of the negligence (but not the gross negligence) of TourTailor or of any third parties.

### **13. VOLUNTARY PARTICIPATION**

You acknowledge and agree that You are aware that You have voluntarily applied to participate on the trip designated on Your TourTailor Itinerary (or a trip which You may change to) and that You have read the description of the trip as it appears in the current TourTailor itinerary, any supplements and itineraries relating to the trip, together with all information contained in this application. You acknowledge and agree that You are voluntarily participating in this trip with knowledge of the hazards involved. You acknowledge and agree that You are also aware that additional waivers may be required by local tour providers in order to participate in certain activities during my trip.

### **14. INDEMNIFICATION**

To the fullest extent permitted by applicable law, You agree to indemnify, defend, and hold harmless TourTailor, its affiliates, and its respective directors, officers, employees, shareholders, licensors, independent contractors, subcontractors, affiliates, parent companies, subsidiaries, and agents from and against any and all claims, actions, loss, liabilities, damages, expenses, demands, and costs of any kind (including without limitation reasonable attorney's fees) and costs of any litigation or other dispute resolution, arising out of, resulting from, or in any way connected with or related to: (1) Your use, misuse, or attempt to use the Solution or any products or services sold, offered, or made available therein; (2) information You submit to or transmit through the Solution; (3) Your breach of these Terms, the Privacy Policy [<https://tourtailor.com/privacy>], or any other obligation, representation, or warranty in this Agreement; or (4) Your violation of any law, regulation, or the rights of a third-party.

### **15. LIMITATION OF LIABILITY**

EXCEPT AS EXPRESSLY PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL TOURTAILOR, ITS AFFILIATES, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, INDEPENDENT CONTRACTORS, AND/OR AGENTS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, PUNITIVE, OR ANY OTHER DAMAGES, FEES, COSTS OR CLAIMS ARISING FROM OR RELATED TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION THE TERMS OR THE PRIVACY POLICY, AND/OR YOUR OR A THIRD PARTY'S CONTRACTS OR ANY SERVICE OR PRODUCT PURCHASED, OFFERED, OR MADE AVAILABLE TO YOU THEREIN, REGARDLESS OF WHETHER TOURTAILOR HAS HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES, FEES, COSTS, OR CLAIMS. THIS LIMITATION APPLIES REGARDLESS OF THE MANNER IN WHICH DAMAGES ARE ALLEGEDLY CAUSED, AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), WARRANTY, OR OTHERWISE.

IN NO EVENT SHALL THE AMOUNT OF TOURTAILOR'S TOTAL AGGREGATE LIABILITY TO YOU OR YOUR BUSINESS EXCEED THE GREATER OF: (I) THE TOTAL PAYMENTS MADE BY YOU TO TOURTAILOR FOR YOUR TRIP ON WHICH THE FACTS GIVING RISE TO A CLAIM AGAINST TOURTAILOR OCCURRED; OR (II) TWO THOUSAND DOLLARS (\$2,000).

#### **16. DISPUTE RESOLUTION BY MANDATORY BINDING ARBITRATION; CLASS ACTION WAIVER**

PLEASE READ THIS ARBITRATION PROVISION CAREFULLY TO UNDERSTAND YOUR RIGHTS. EXCEPT WHERE PROHIBITED BY APPLICABLE LAW, You AGREE THAT ANY CLAIM THAT You OR YOUR BUSINESS MAY HAVE IN THE FUTURE MUST BE RESOLVED THROUGH FINAL AND BINDING CONFIDENTIAL ARBITRATION IN ACCORDANCE WITH THIS SECTION. You ACKNOWLEDGE AND AGREE THAT You AND YOUR BUSINESS ARE WAIVING THE RIGHT TO A TRIAL BY JURY. THE RIGHTS THAT You AND YOUR BUSINESS WOULD HAVE IF You WENT TO COURT, SUCH AS DISCOVERY OR THE RIGHT TO APPEAL, MAY BE MORE LIMITED OR MAY NOT EXIST. You AGREE THAT You AND YOUR BUSINESS MAY ONLY BRING A CLAIM IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF (LEAD OR OTHERWISE) OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. You FURTHER AGREE THAT THE ARBITRATOR MAY NOT CONSOLIDATE PROCEEDINGS OR CLAIMS OR OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.

THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. HOWEVER, AN ARBITRATOR CAN AWARD ON AN INDIVIDUAL BASIS THE SAME DAMAGES AND RELIEF AS A COURT (INCLUDING INJUNCTIVE AND DECLARATORY RELIEF OR STATUTORY DAMAGES).

If You have a complaint, dispute, or controversy, You agree to first contact us through the contact information and procedure available at <https://www.TourTailor.com> or by emailing [support@tourtailor.com](mailto:support@tourtailor.com) to attempt to resolve the dispute or controversy informally. Any controversy or claim arising out of or related to the use of the Solution, any product, service, or software, or Your relationship with us that cannot be resolved through such informal process or through negotiation within 120 days shall be resolved by binding, confidential arbitration administered by the American Arbitration Association ("**AAA**"), and judgment on the award rendered may be entered in any court of competent jurisdiction. We agree that any claim We may have against You or Your business will also be subject to this arbitration provision, except as provided in Section 13 below. The arbitration will be conducted by a single neutral arbitrator in the English language in Cambridge, Massachusetts, unless We both agree to conduct the arbitration by telephone or written submissions. The arbitration will be conducted in accordance with the provisions of the AAA's Commercial Arbitration Rules and Procedures, Supplementary Procedures for Consumer-Related Disputes then in effect at the time of submission of the demand for arbitration (the "**AAA Rules**"). The AAA Rules are available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. The arbitrator shall be selected by agreement of the Parties or, if the Parties cannot agree, chosen in accordance with the AAA Rules. The arbitrator shall have the exclusive and sole authority to resolve any dispute relating to the interpretation, construction, validity, applicability, or enforceability of these Terms, the Privacy Policy [<https://tourtailor.com/privacy>], this arbitration provision, and any other provisions incorporated by reference into the Agreement. The arbitrator shall have the exclusive and sole authority to determine whether any dispute is arbitrable. The arbitrator shall have the exclusive and sole authority to determine whether this arbitration provision can be enforced

against a non-signatory to the Agreement, and whether a non-signatory to this Agreement can enforce this provision against You or TourTailor.

Payment of all filing, administration, and arbitrator fees will be governed by the AAA Rules. In all other respects, the Parties shall each pay their own additional fees, costs, and expenses, including, but not limited to, those for any attorneys, experts, documents, and witnesses.

The arbitrator shall follow the substantive law of the Commonwealth of Massachusetts, without regard to its conflicts of laws principles. Any award rendered shall include a confidential written opinion and shall be final, subject to appeal under the Federal Arbitration Act, 9 U.S.C. §§ 1-16, as amended. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

You and TourTailor agree that disputes will only be arbitrated on an individual basis and shall not be consolidated, on a class wide, representative basis, or with any other arbitration(s) or other proceedings that involve any claim or controversy of any other party. You and TourTailor expressly waive any right to pursue any class or other representative action against each other.

All claims arising under this Agreement between the Parties hereto must be brought within 1 year after the first occurrence of the cause of action giving rise to the claim (the 1-year period includes the 120-day informal resolution procedures described above).

This provision survives termination of Your account or relationship with TourTailor, including without limitation by the bankruptcy or insolvency of either Party, or assignment of the Agreement. If the class action waiver is deemed unenforceable (i.e., unenforceability would allow arbitration to proceed as a class or representative action), then this entire arbitration provision shall be rendered null and void and shall not apply. If a portion of this arbitration provision (other than the class action waiver) is deemed unenforceable, the remaining portions of this arbitration provision shall remain in full force and effect.

YOU UNDERSTAND THAT YOU WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE YOUR CASE, AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION. HOWEVER, You HEREBY KNOWINGLY AND FULLY WAIVE THIS RIGHT, AND UNDERSTAND AND AGREE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY AND ONLY THROUGH BINDING, FINAL, AND CONFIDENTIAL ARBITRATION IN ACCORDANCE WITH THIS ARBITRATION PROVISION.

## **17. TOURTAILOR'S ADDITIONAL REMEDIES**

You acknowledge that any material breach by You of these Terms may cause TourTailor to suffer irreparable injury, the extent of which is not readily calculable as money damages. Accordingly, in the event of any breach or threatened breach by You of the provisions of this Agreement, TourTailor shall be entitled to seek preliminary and/or final injunctive relief or other equitable relief restraining such breach, threatened tortious conduct, or threatened infringement, in any court of competent jurisdiction (notwithstanding the foregoing provisions regarding arbitration), in addition and without prejudice to any other right or remedy available to TourTailor in connection with such breach. You hereby irrevocably

consent to the exclusive personal jurisdiction of, and exclusive venue in, the state and federal courts sitting in Cambridge, Massachusetts for all such claims or actions for equitable relief, and forever waive any challenge to said courts' exclusive jurisdiction or venue.

## **18. OUR PRIVACY POLICY AND YOUR PERSONAL INFORMATION**

TourTailor respects Your privacy and the use and protection of your non-public, personal information. Your submission of personal information through Your booking of Your TourTailor trip is governed by our Privacy Policy. Our Privacy Policy may be viewed at <https://www.TourTailor.com/privacy>. TourTailor reserves the right to modify its Privacy Policy in its reasonable discretion from time-to-time, in accordance with its provisions. Our Privacy Policy is incorporated into these Terms by reference.

## **19. NO WAIVER**

No failure or delay on the part of TourTailor in exercising any right, power or remedy under this Agreement may operate as a waiver, nor may any single or partial exercise of any such right, power, or remedy preclude any other or further exercise of such right, power, or remedy, or the exercise of any other rights, power, or remedy under this Agreement. A waiver by TourTailor of any right or obligation under this Agreement shall only be effective if in writing and signed by TourTailor.

## **20. GOVERNING LAW AND VENUE**

This Agreement and any issue or dispute arising out of or otherwise related to this Agreement or your access to or use of the Solution, including your purchase and use or attempted use of any service or product offered or made available to you through the Solution, shall be governed exclusively by the laws of the Commonwealth of Massachusetts, without reference to its principles of conflict of laws. To the extent that any claim or dispute is found by the arbitrator or (if proper) a court of competent jurisdiction to be excluded from the arbitration agreement in Section 12 above, the Parties agree that any such claim or dispute shall be exclusively brought in and decided by the state or federal courts sitting in Cambridge, Massachusetts, and the Parties hereby irrevocably consent to the exclusive personal jurisdiction of, and exclusive venue in, such courts, and forever waive any challenge to said courts' exclusive jurisdiction or venue.

## **21. ASSIGNMENT**

TourTailor may assign its rights under this Agreement at any time to any third party, without notice to you. You may not assign any right, benefit, or obligation under this Agreement without TourTailor's express written consent, to be granted or withheld in TourTailor's sole discretion.

## **22. UPDATES TO THE AGREEMENT**

We reserve the right, at Our sole discretion, to update, change or replace any part of the Agreement, including these Terms and the Privacy Policy [<https://tourtailor.com/privacy>], by posting updates and

changes to our Solution. It is your responsibility to check our Solution periodically for changes. Your continued use of or access to our Solution following the posting of any changes to the Agreement constitutes acceptance of those changes.

**23. SEVERABILITY**

If any provision of this Agreement is found by the arbitrator or (if proper) a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall continue in full force and effect, and such provision may be modified or severed from this Agreement to the extent necessary to make such provision enforceable and consistent with the remainder of the Agreement, to the maximum extent permitted under applicable law.

**24. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement and understanding between you and TourTailor with respect to its subject matter, and supersedes and replaces any prior or contemporaneous agreements, representations, communications, and proposals, whether oral or written, between you and TourTailor.

**25. CONTACTING US**

If you have any questions about the Solution or these Terms, please contact TourTailor at:

1660 Soldiers Field Rd #1039  
Brighton, MA 02135  
[support@TourTailor.com](mailto:support@TourTailor.com)  
+1 (833) 976-0587

**IN WITNESS WHEREOF**, You acknowledge that You have thoroughly read and accept the Terms and Agreement as binding upon You and Your identified traveling group. The Parties have executed this Agreement effective as of the Effective Date.

**SO AGREED:**

**YOU**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

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Address

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Email

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Phone

**Traveling Group Name**

**Contact Information**