



BOOKING CONDITIONS, CANCELAITON POLICY & Other Important Information

SECTION: YOUR TOUR BOOKING

When you book a tour with America Israel Travel, Inc. (together with any affiliates and subsidiaries “AIT”, “us” “we”, “our”), **you expressly accept these booking terms and conditions (“Terms and Conditions”) on behalf of yourself and** all other members of your traveling party named in your reservation or otherwise traveling under such booking, including minors (you and each such other person being a “Guest” and collectively “Guests”). **Please read these Terms and Conditions carefully before booking with us.** If any Guest’s primary country of residence is not the United States of America, **please contact us to determine the booking terms that apply.**

As the person making the travel reservation, you will be the point of contact between us and all Guests. You agree that we will be entitled to rely upon your instructions relating to all Guests, and that we may direct any inquiries regarding your reservation or any Guest to your attention. When you make a booking, you must be at least 18 years of age at the time, and you are certifying that you understand and have the authority to accept and do accept on behalf of all Guests these Terms and Conditions.

As used in these Terms and Conditions, “Tour” means the specific land tour you have reserved that is set forth in the reservation confirmation that you receive from us, and includes each recreational or other activity in the course of the Tour. “Tour Operator” means any person or entity that escorts you on the Tour and/or arranges, administers, operates, or organizes activities or travel, and includes its parent, subsidiary, related, and affiliated companies, and the officers, employees, agents, representatives, successors, and assigns of each of them.

SECTION: GENERAL INFORMATION AND CONDITIONS

Activity Level, Health & Medical Conditions

You should carefully review the details of your selected itinerary before booking to understand the activity level and physical requirements involved.

Since all of our tours take place at remote and/or unimproved locations with uneven terrain and steps and include extended periods of walking over uneven surfaces, they are not suitable for those with physical restrictions. Because accommodations, sightseeing and general tourists’ infrastructure outside of the USA may not be in compliance with the Americans with Disabilities Act, our Tours are not considered accessible tours. Regrettably, we are unable to provide personal assistance devices (such as wheelchairs or other mobility aids) and neither our staff nor the Tour Operators or any of our tour guides or representatives will be available to physically assist any Guest during the Tour.

By booking a Tour, you certify that you and all members of your travel party: (i) have carefully read the details of the itinerary and selected an itinerary that is appropriate for each person’s abilities; (ii) do not have any impairment or disability which might present a safety risk during the Tour; and (iii) have consulted with a personal physician as appropriate.

We reserve the right to cancel, terminate, discontinue or modify any reservation or Tour if a Guest cannot meet the safety requirements that are necessary for safe operation or otherwise fails to obey signage, instructions, protocols, or rules. If the decision is made to exclude a Guest on such basis, such cancellation/termination will be considered to be a Guest-initiated cancellation and will be subject to cancellations fees (see Cancellation Fees below).

AIT does not employ medical personnel. Any necessary medical attention must be sought at a local facility, if available, at the Guest's own expense. We are not responsible or liable for any losses or costs incurred due to the unavailability of medical services, or any medical services obtained while traveling, or for the quality of the care or services received. Medical care in other countries is not always comparable to care that you may receive in the United States. Guests are strongly encouraged to purchase medical insurance that will cover them while traveling. A Guest's regular health insurance benefits may not apply abroad.

If, at any point an individual's participation poses a threat to health or safety, or a Guest is otherwise deemed not fit to travel, whether according to a government authority, a medical provider, AIT, a Tour Operator or other authority, such Guest may be excluded from participating in the Tour or any given activity and no refund or credit will be issuable. Where you are excluded, we will have no further responsibility towards you (including any return travel arrangements) and we will not meet any expenses or costs incurred as a result of the exclusion. In the case of ill health, we may make such arrangements we see fit and recover the costs thereof from you.

Airlines, cruise vessels, and certain Tour Operators may have restrictions applicable to individuals who are pregnant, and depending on the week of pregnancy, a pregnant Guest may be prohibited from booking certain itineraries or participating in certain activities. Pregnant Guests are strongly encouraged to consult with their personal physician before booking a Tour regardless of itinerary.

Allergies and Special Dietary Requests

On the Tour, meals are prepared based on the availability of ingredients in each destination and specific meal requests may not be available at every stop. Food and beverage locations are not owned or operated by us. For food and beverage offerings arranged by us, we use reasonable efforts to communicate special dietary requests to the locations and, for prepackaged retail food and beverage, we rely on supplier/manufacture ingredient labels. Food preparation processes and menus vary by location, and Guests are responsible for deciding whether any particular offering meets their individual requirements. We cannot guarantee that any offering is completely free of allergens or meets any other specific dietary requirement or restriction.

Eligibility/Minors

Any minimum and recommended age requirements are listed on the Tour information on our website. All persons under age 18 must be accompanied by a parent or legal guardian over age 21. In the event a minor is not accompanied by all legal guardians on the Tour, you agree to carry (or will ensure that the approved traveling companion, if any, carries) a notarized document from each legal guardian not on the Tour, granting approval for the minor to travel on the Tour and to present said documents to any authority requesting them. Any Guest who is the sole guardian of the minor agrees to carry documentation evidencing such and present to any authority when requested. Some activities may have weight or height restrictions and/or different minimum ages than our overall minimum eligibility age. We will not be liable for a Guest's inability to participate in an activity based on age, height, or weight restrictions.

Pre & Post-Trip Accommodation; Independent Activities

Guests who arrange to remain at a destination before or after their Tour do so at their sole expense. Guests who make their own arrangement/s to arrive at the tour destination prior to the official first included night of the tour program, do so at their own expense, including all transfers, meals, etc.

Guests who make their own arrangement/s to depart from the tour destination after to the official last included night of the tour program, do so at their own expense, including all transfers, meals, etc.

Any independent activity undertaken by a Guest outside of the Tour is undertaken at a Guest's own risk and we neither supervise nor control such activity nor make any representation, either expressed or implied, as to the suitability or safety of any such activity. In no event shall we or any of our affiliates or subsidiaries be liable for any loss, delay, disappointment, damage, injury, death, accident, or other harm to a Guest or any property, which occurs as a result of a Guest's participation in any excursion or activity outside of the Tour.

COVID-19

Exposure to pathogens (such as the SARS-CoV-2 virus that causes COVID-19) is an inherent risk in places where people gather and may result in severe illness or death. No precautions can wholly eliminate the risk of exposure to COVID-19, and the risk of exposure applies to everyone. Before booking or participating in any Tour, all Guests should consider their individual risk level and make an informed travel decision on that basis. Guests with a higher risk of illness may wish to consult with their doctor prior to booking or participating in a Tour. The U.S. Centers for Disease Control and Prevention ("CDC") advises that older adults and people with certain underlying medical conditions are especially vulnerable and might be at higher risk for severe illness and death from COVID-19. For more information, please visit www.cdc.gov. To travel with us, Guests voluntarily assume all risks related to exposure to COVID-19 and other pathogens.

Each Guest is responsible for abiding by all health and safety policies set forth by us, the Tour Operators, and any government authorities where they are present. If a Guest tests positive for COVID-19 or any other communicable or infectious disease (or if exposed to COVID-19 or any other communicable or infectious disease) while traveling with us, Guests may be subject to quarantine and may not be able to continue to travel with the group or participate in the Tour.

In the event that a Guest is unable to travel with us or must curtail their Tour, such Guest shall be deemed to have initiated a cancellation and our cancellation policy (as and applicable charges) will apply. We will not be responsible for covering the cost of any trip curtailment, missed transport arrangements, additional accommodation required, or other associated costs incurred by any such Guest. Guests must ensure travel insurance which covers these costs.

Conduct

A Guest who violates any such requirement or who, in the reasonable opinion of us or any Tour Operator, otherwise may cause danger, upset, disruption or distress to anyone else or damage to property, may be prohibited from continuing a Tour and/or participating in one or more activities. Under such circumstances, the Guest shall be deemed to have initiated a cancellation, cancellation charges will apply, and we shall have no obligation to pay compensation or meet any costs or expenses (including but not limited to alternative accommodation and return transportation arrangements) that a Guest may incur as a result of their Tour arrangements being terminated or curtailed on such basis.

Guests must immediately report any significant and obvious pre-existing damage in their room to accommodation staff. If a Guest damages the accommodation in which they are staying or any property, Guest must reimburse the accommodation provider or property owner concerned for the cost of the damage before the end of Guest's stay if the cost has been established by then or as soon as it has been established if later. Each Guest agrees to indemnify us for the full amount of any claim (also including legal costs) made against us for any damages caused by such Guest.

Itinerary Variations

We make every reasonable effort to operate Tours as advertised; however, we and Tour Operators reserve the right to curtail or modify the itinerary, including but not limited to curtailment or modification of activities, hotels, meals and transportation as we deem necessary. Please note that during certain holidays and peak periods or due to seasonality or weather conditions, repairs, renovations, or other circumstances beyond our control certain activities may not be precisely as described, may be disrupted, or unavailable. Deviations from planned Tour itineraries or any aspects of the travel may occur. If conditions make certain routes or locations unsafe, or raise sufficient doubt about safety, we and/or Tour Operator reserve the right to modify or provide alternate services. In some instances, modifications may be made to accommodate a smaller group, if minimum enrollment is not reached. Similarly, the stated group maximum size may be marginally exceeded if necessary to accommodate groups traveling together. None of these modifications or changes shall affect the Tour price or entitle any Guest to any credit or refund.

Please note also that any photographs and descriptions of locations or attractions may not be the same at the time of your journey.

Force Majeure

Neither we nor any Tour Operator are liable for any delay, detention, personal injury, illness, emotional distress, mental suffering, psychological injury, death, damage, loss or detriment caused in any manner by act of God, war or warlike operations, civil unrest, riots, insurrections, terrorist acts, labor strikes, breakdown of communication facilities, governmental acts or interference by authorities, changes in laws or regulations, epidemics or pandemics (including but not limited to COVID-19), quarantines, natural catastrophes, fire, explosions, sabotage, or any other cause beyond our reasonable control (each of the foregoing being a "Force Majeure Event").

Additional Risks

Additional risks may arise when participating in a Tour or while traveling to or from a Tour. These risks include, but are not limited to, hazards of traveling in undeveloped areas, hazards involving travel by boat, train, bus, motor vehicle, aircraft and other means; regional unrest; forces of nature; encounters with wildlife, animal and insects; risks associated with consuming water, drinks, and food; differing sanitation and safety standards; diseases and transmission of disease to you or members of your family or traveling party; accident or illness in areas of difficult evacuation or poor medical facilities, governmental acts; as well as property damage and loss by theft or otherwise.

Guests voluntarily assume and agree to accept all risks inherent in and incidental to participation in the Tour which may cause loss or damage to personal property, personal injury, or death. Parents and legal guardians travelling with minor children are deemed to have warned the children of these risks and assumed these risk on the minor's behalf. This agreement also binds your heirs, legal representatives and assigns.

Travel Documents/Advisories

Guests are responsible for obtaining any documents required for participation on the Tour including but not limited to a valid government-issued proof of citizenship (i.e. passport), all visas, vaccination certificates, and any other documents which may be required by the itinerary. Typically, passports must be valid for at least six months following your travel return date. You are advised to check with the relevant or applicable



consulate services(s) to determine what documents are required for travel. It is the sole responsibility of the travelers to confirm with the consulate / embassy of each country that you will travel to about any necessary travel documentation/visas required to enter these countries.

It is each Guest's responsibility to ensure that they have all necessary documents to participate in the Tour and neither we nor the Tour Operators accept responsibility for obtaining required visas or for advising Guests of visa or other immigration requirements. It's important that each Guest's name appears on your reservation exactly as on the government issued identification document(s) that will be used throughout the Tour.

If incorrect travel documentation is obtained, a Guest may be unable to participate in particular activities and/or may be denied boarding and/or entry into certain countries. Entry into any country may be refused even if the required information and travel documents are complete. Any name discrepancy may additionally require airline reservations to be canceled and rebooked. Penalties and/or service charges (including but not limited to any applicable airline rebooking fees) incurred to correct misspelled or inaccurate names are your sole responsibility. We bear no responsibility for a Guest's failure to obtain required travel documentation, or for any delays, damages, and/or losses including missed portions of a Tour related to improper documentation or a government's decisions about entry.

Personal Property

Guests are fully and solely responsible for any property and personal belongings brought by them on the Tour, and we cannot be responsible for or provide any security for such property and personal belongings.

SECTION: TRAVEL PROTECTION

We strongly recommend that Guests purchase travel insurance to help protect against the unexpected. Travel insurance is available at an additional cost and typically provides coverage for travel cancellations and interruptions, baggage protection and delay, travel accidents and delay, medical evacuation and in some cases terror attack and other force majeure events and emergency medical and dental services and certain associated transportation.

Travel insurance is available through multiple independent travel insurance providers. The choice of insurer is yours. For more information and to enroll in an option available through Travelex Insurance Services, visit the "Travel Protection" section of our website at www.americaisraeltraveltours.com or call Travelex Insurance Services at 1-800-228-9792 and reference location number 05-0358.

You acknowledge that no Guest is relying on AIT or any Tour Operator to carry any insurance of any kind for the benefit of any Guest and that Guests are solely responsible for obtaining any desired life, travel, accident, property, health, or other insurance related to their participation in the Tour, at their own expense. We cannot be held responsible for a Guest's failure to obtain such insurance or for any costs such Guest incurs from a failure to obtain adequate travel insurance.

SECTION: RESERVATIONS AND PAYMENTS

All registrations and deposit payments for our regularly scheduled published tours must be done online from our website. Your tour will be confirmed after receipt of a deposit as detailed below and within 48 hours of payment of deposit in most circumstances. Some tours may take a few extra days to confirm (those bookings with pre tour extensions or Greece or Rome for example). Bookings are not complete and shall



not be deemed accepted by us until you receive a confirmation from us. The initial deposit payment confirmation email (receipt) does not constitute a formal confirmation of your tour. We reserve the right to refuse a booking in our sole discretion and for any reason and shall in that event return any deposit received. You should review your confirmation carefully to check that all information is correct and contact us immediately if there are any errors. For our Church and Private Group tours, deposit payment(s) by check is/are sometimes approved. Deposits apply to the land Tour portion only and do not apply to any airfare purchased through America Israel Tours.

All final payment must be made in U.S. Dollars and may be made by check, wire transfer, or major credit card; provided however that any payments made within 21 days of departure may only be in the form of a cashier's check or direct bank deposit. Any credit card you use for payment must belong to you. We reserve the right to cancel your reservation and impose cancellation charges if any payment is not received as and when due.

Private Tour surcharge – A 3% handling fee on all payments except the initial deposit will be added for all private groups invoices that are paid by credit/debit card

Deposits: A \$250 or \$500 (depending on the Tour) per-person deposit is required at the time of booking.

Final Payment: Final payment for your reservation is due no later than 90 days prior to departure. Payment in full will be required at the time of booking for reservations made within 90 days of departure.

Pricing Errors and Changes: Every effort has been made to produce pricing information accurately; however, we reserve the right at any time to correct pricing and billing errors resulting from computer or human error, printing or typographical errors, or make certain adjustments on account of other unforeseen circumstances, including but not limited to an increase in mandatory tariffs, taxes, fuel surcharges, border fees, or any material exchange rate fluctuation.

If there is an obvious error and you have made a booking, we will offer you the opportunity to keep your booking by paying the correct price or we will cancel your booking without penalty. We have no obligation to make a Tour available at any incorrect (lower) price even after you have been sent a booking confirmation, if the error should reasonably have been apparent to you.

Taxes and fees are subject to change without notice. Exchange rates as well as the amount of certain mandatory tariffs, taxes and similar fees may sometimes increase between your booking date and departure date. If this occurs, you will be responsible for paying these increased amounts. Remittance must occur either with the balance of the Tour price or within 10 calendar days of any notice to you of the increase, whichever comes first.

Contact Information: You agree that we may use any email address, telephone number, or mailing address that you provided to us during the booking or reservation process (the "Provided Contact Information") as the email address, telephone number, or mailing address for all Guests. You agree that we may use the Provided Contact Information to give any notice or information relating to your reservation, booking, or ticket contract and that our sending of any notice or information by use of the Provided Contact Information shall constitute notice to all Guests. Each Guest expressly releases us from any and all claims, demands, liabilities, damages, costs, and expenses (including, but not limited to, attorneys' fees and fees of other professionals) whatsoever relating to or arising out of: (1) our use of the Provided Contact Information to provide notices or information to any Guest; and (2) our communicating with any person contacting us



from the Provided Contact Information concerning your reservation, booking, or these Terms and Conditions.

A physical mailing address (no post office box) may be required for delivery of certain travel documents. In the event that expedited delivery of travel documents to your mailing address is desired or required, additional costs may apply.

SECTION: PRICING DETAILS

All Tour prices are (1) per person based on two persons sharing an en-suite standard room, unless otherwise noted; (2) quoted in U.S. dollars; (3) estimates based on tariffs and currency values; and (4) subject to change prior to booking. Prices vary for each Tour based primarily on when you book, when you travel, room configuration and room location. Tour prices do not include the cost of any airfare. Airfare is also not included for tours that require flights between countries.

Once you have received a reservation confirmation from us and have paid the required deposit, your Tour price is guaranteed, except where a price increase may result from increases in government taxes or fees or in the case of error (see Pricing Errors and Changes above). Additional Guests added to your travel party after initial booking will be priced at the then-prevailing rate, subject to availability. A limited number of single rooms may be available at an extra cost on a limited basis. Upgraded rooms may be available in some destinations for an extra cost. Special requests such as connecting rooms must be made at the time of booking and are subject to availability at time of check-in.

No refund or credit will be made for any accommodations or services included in the Tour price that is unused.

SECTION: BOOKING CHANGES – LAND TOUR

We strongly recommend the purchase of travel protection insurance that includes coverage for travel cancellation or interruptions.

Any changes to Guest names will incur a \$75 fee per change and you will be additionally responsible for paying any third-party costs incurred as a result of such change. Not all airlines allow name changes or name corrections, and a new airfare may need to be purchased, the cost of which will be your sole responsibility.

Other Booking Changes If you choose to change your booked tour or departure date, you will be responsible for paying any difference in Tour price due to price increases in addition to rebooking fees as set forth below and any other third-party costs incurred by us in connection with the booking changes.

If you have purchased airfare, you will also be responsible for any additional airfare cost and/or airlines' penalties related to a change of date and/or destination. We are not responsible for any airline's cancellation fee or penalty incurred by the purchase of a nonrefundable ticket. Any airline tickets issued are subject to the carrier's refund policy as well as any fees charged by our third-party air ticket partner.

Tour selections and/or departure dates cannot be modified within 30 days of the originally scheduled departure date; any request for Tour selection or departure date modifications made within 30 days of the original departure date will be considered a Guest request for cancellation and will be subject to cancellation fees.

Any requested new dates and/or Tour itineraries are subject to availability. If a promotion or other special offer was used to book your original Tour such promotion or offer may not be available or applicable to new Tour itineraries or dates (offer terms and conditions will apply).

Rebooking Fees

| <u>If Rebooking Request Made</u> | <u>Rebooking Fee (per Guest)</u> |
|---|---|
| Within 24 hours of initial booking | None |
| After 24 hours from initial booking but 90 or more days before original scheduled departure | \$100 |
| Between 60 and 89 days before original scheduled departure | \$250 |
| Between 45 to 59 days before original scheduled departure | \$500 |
| Between 31 and 44 days before scheduled departure | \$750 |

SECTION: AIR TRAVEL

Tour prices do not include the cost of any airfare. Airfare is also not included for tours that require flights between countries.

Any airfare arranged through us is nonrefundable and non-transferable once purchased unless otherwise stated, and payment in full is due at the time of booking unless other arrangements have been made with us. All airfare is subject to the published conditions of carriage and rules, including but not limited to cancellation policies, of the applicable airline. The contract of carriage in use by the applicable airline, when issued, shall be between Guests and the applicable airline; we are not liable or responsible for any accident, death, personal injury, illness, property damage, delay or other loss or expense of any nature whatsoever arising directly or indirectly out of any act of God, or any actions or omissions (including any failure to provide services) or default of, any carrier. Airline ticketing fees as well as our third-party air partner fees may appear as a separate charge on your credit card. Quoted airfare rates are subject to change until Air Tickets are paid in full. All tickets will include an AIT administration fee and may include a fee imposed by our Air Partner. The administration fees are not refundable under any circumstances. If a ticket is later canceled, and if there is a refund available to the passenger, the previously charged administrative fees are not refundable, and an additional fee to process the refund will be charged. The refund fee is usually close to \$100 per passenger/ticket.

Seat Selection: Seat assignments and other special requests (for example, meal requests) cannot be guaranteed. Please contact the airline directly to select seats or make other requests. We have no control over the allocation of seats by the airline. Not all airlines offer pre-assigned seats. Some airlines charge a

supplement for pre-assigned seats; in such case you will need to pay the airline directly. As flights are often full, a choice of seats may not be available, and it may not be possible for Guests to obtain seats together.

Luggage Allowances/Lost or Damages Luggage: Baggage allowances and fees vary by airline. If baggage fees do apply, this cost will be additional and must be paid directly to the airline. Liability for loss of, damage to, or delay in delivery of any Guest's property in connection with any air or ground transportation shall be the sole responsibility of the provider of the service and in accordance with applicable limitations. In the event of damage, late forwarding, theft or loss of luggage, you should immediately contact the airline or other transportation provider and declare the damage, absence, or loss of your personal effects.

AIT shall not be liable for loss or damage to luggage or any Guest's belongings, unless our negligent actions or omissions directly cause such loss or damage

Airline Changes: Airlines retain the right to adjust flight schedules at any time and may in their discretion change or cancel flights or itineraries. Regrettably, flight delays and cancellations do occasionally occur. The fact that a Guest's flight has been delayed or cancelled will not, however, entitle any Guest to a refund of any other arrangements even where those arrangements have been made in conjunction with the flight. We have no liability to refund any portion of the Tour price or otherwise make any payment or revised arrangements or services to any Guest in relation to any flight delay, cancellation or downgrading. We highly recommend arriving a day early for all of our tours. AIT does not accept liability, and the passenger agrees to hold AIT harmless, in the case of any passenger being denied by the airline to board their flight by any airline carrier due reasons such as, but not limited to, the carrier's overbooking of a flight, a passenger not meeting the carrier's rules or expectations, or not meeting the carrier's visa or identification requirements, or for legal reasons such as criminal record.

Air travel itinerary changes, if permitted by the airline, may incur a fee by the airline. These fees range typically between \$200 and \$300 USD per ticket although this amount will vary by market, carrier and specific fare rule. In addition, any changes made to a Guest's Tour itinerary will incur a per person rebooking fee as set forth above.

Check-In/TSA Requirements: It is recommended that Guests reconfirm flight information and check-in for flights at the airline's website at least 24 hours prior to scheduled departure. Failure to use any portion of an airline reservation may result in automatic cancellation for all continuing and return flights. In all cases, it is important to arrive at the airport sufficiently in advance of departure as latecomers may lose their assigned seat or be denied boarding at their own expense. When making an airline reservation, the Transportation Security Administration (TSA) requires the collection of each passenger's date of birth, gender and full name as it appears on the government-issued photo identification they will use when traveling. Failure to provide this information will prohibit a ticket from being issued and may result in the cancellation of airline reservations.

SECTION: CANCELLATION AND REFUNDS

Cancellation by Guest:

A Guest may cancel their reservation in writing only – by email - to any active representative at the company. The time of cancellation will be the date on which we actually receive the notice of cancellation and we acknowledge that we have received the cancellation. We do not accept verbal requests to cancel any part of your booking.

Because of the extensive planning that goes into each Tour, costs are incurred long before the departure date. Regardless of reason, cancellations of confirmed bookings thus result in costly penalties and fees from hotels, transportation operators and other providers. Therefore, when a Guest cancels a reservation, cancellation fees shall apply. The amount of the cancellation charge shall be determined as shown in the table below and shall vary depending on how far in advance of the Tour departure date we receive notice of cancellation unless otherwise stated or required by applicable law.

Cancellation of Tour-In-Progress/No-Shows: Any cancellation by a Guest after the Tour has begun, including a Guest's failure to join the Tour on the day of departure (i.e. a "no-show") or a Guest's election to leave a Tour in progress for any reason whatsoever, will in each case be considered a cancellation by such Guest and shall be without any refund, compensation, or liability on our part whatsoever for any unused portions of a Tour. Cancellation fees of 100% of the tour cost shall apply

Cancellation Due to Failure to Pay: Any failure to strictly comply with the deposit and final payment schedules, or any other applicable policies and procedures, will result in the automatic cancellation of pending bookings and will be considered a guest cancellation to which applicable cancellation fees, as set forth in the table below, will be assessed.

The following cancellation fees are in addition to any cancellation fees or other charges and penalties that may be levied by third parties such as airlines. Airline cancellation penalties are subject to the carrier's policies and may be up to 100% of the air ticket price.

**Cancellation Fees for
Non Private tours:**

| Noticed Received | Cancellation Charge (per Guest) | |
|---|--|---|
| | NON PRIVATE LAND TOURS W/GREEK CRUISE | NON PRIVATE LAND TOURS |
| Within 24 of booking | None | |
| After 24 hours from initial booking and 120 or more days before scheduled departure | \$100 | |
| Between 119 and 90 days before scheduled departure | Deposit or \$500 (whichever is greater) | Deposit or \$250 (whichever is greater) |
| Between 89 and 60 days before | Deposit or \$1,000 (whichever is greater) | Deposit of or \$750 (whichever is greater) |

| | | |
|---|---|---|
| scheduled departure | | |
| Between 59 and 31 days before scheduled departure | Deposit or \$2,000 (whichever is greater) | Deposit or 50% of total land Tour price paid (whichever is greater) |
| 30 days or less before scheduled departure | 100% of total land Tour price | |
| On or after scheduled departure date | 100% of total land Tour price | |

Private Tour Group Cancellation Policies: Private tours such as Church Group Private tours, organization private tours, and other tours that are not open to general public are customized, and therefore will have their own cancellation policy – those policies will be communicated to the private tour group and those terms will supersede any cancellation policy listed below or listed within these Terms and Conditions. If no supplementary terms or cancellation policy are provided for those Private groups, the below cancellation policy and the rest of the Terms and Conditions listed here will be in effect. **THE CANCELATION TERMS FOR THE PRIVATE TOURS WILL BE CLEARLY INDICATED ON THE MARKETING MATERIALS DISTRIBUTED TO THE PARTICIPANTS BEFORE REGISTRATION, AND ON EACH PARTICIPANTS BOOKING INVOICE.**

Cancellation by AIT:

We reserve the right, to modify or cancel any Tour, accommodation, activity or arrangement, (definite or not), at any time for any reason including cases of inadequate enrollment that makes the Tour or activity economically infeasible to operate or because of good-faith concerns with respect to safety, health, or welfare of any participant or Tour Operator.

In no event will we be liable for any cancellation or change cost or penalties incurred on other travel arrangements, including air travel, that may be affected by any cancellation by us. Nor will we be responsible for other travel arrangements that any Guest has made with any third party, and which are affected by our cancellation.

Cancellation due to Force Majeure Events & Safety Concerns: If a tour cancelled as a result of a Force Majeure Event and / or we deem the tour infeasible to operate because of good faith concerns with respect to the safety, health or welfare of any participants or our local representatives, a future travel credit equal to the value of funds paid by the passengers to date, less any unrecoverable third-party costs/fees will be provided. All future travel credit will be valid for 24 months from the date of issue.

Tour interruption and /or termination due to Force Majeure Events: If a Tour is interrupted or terminated while in progress as a result of Force Majeure Event, the Tour shall be considered to have been fully performed and our responsibility to provide further services shall cease without any liability on our part to refund any part of the Tour price or any other costs or expenses. If, as a result of a Force Majeure Event we provide any Guest with any alternative or additional services or accommodations (such as hotels or travel) then you agree to pay for these costs.



Cancellation due to events other than Force Majeure: If we cancel a Tour in its entirety for any reason other than Force Majeure Event, we will provide an alternative comparable trip (if available) or, if an alternative is not available, we will provide a refund of any amounts paid us to-date excluding any applicable airfare cancellation penalty/fee imposed by any airline and we shall have no responsibility beyond such refund related to cancellation.

Cancellation due to Guest Failure to Pay: A Guest's failure to strictly comply with the deposit and final payment schedules, or any other applicable policies and procedures, will result in the automatic cancellation of their pending booking and will be considered cancellation by Guest to which applicable cancellation fees will apply. In such event, we will not be responsible for the cancelled reservations.

SECTION: COMPLAINT PROCEDURES AND CONSUMER PROTECTION

GUESTS WHO PURCHASE FROM WITHIN CALIFORNIA

We are registered in California as a seller of travel. Our seller of travel registration number is 2079224. Registration as a seller of travel does not constitute approval by the State of California.

This transaction is covered by the California Travel Consumer Restitution Fund ("TCRF") if the seller of travel was registered and participating in the TCRF at the time of sale and if the passenger is located in California at the time of payment. Eligible passengers may file a claim with TCRF if the passenger is owed a refund of more than \$50 for transportation or travel services which the seller of travel failed to forward to a proper provider or such money was not refunded to you when required. The maximum amount which may be paid by the TCRF to any one passenger is the total amount paid on behalf of the passenger to the seller of travel, not to exceed \$15,000. A claim must be submitted to the TCRF within twelve months after the scheduled completion date of the travel. A claim must include sufficient documentation to prove your claim and a \$35 processing fee. Claimants must agree to waive their right to other civil remedies against a registered participating seller of travel for matters arising out of a sale for which you file a TCRF claim. You may request a claim form online at <https://tcrcinfo.org>.

For purchases from outside of California: This transaction is not covered by the California Travel Consumer Restitution Fund.

PHOTOGRAPHY/VIDEO

Occasionally, we may use photographs and/or video taken on a Tour by fellow guests, a Tour Operator or professional photographers for use in print, internet and other promotional and marketing purposes. If you prefer that your image not be used, you must notify us in writing before your Tour departure date.

Unless a Guest has expressly opted out through notice to us prior to the departure date, each Guest irrevocably grants us and/or our promotional partners the unrestricted right to photograph or otherwise record Guest and to edit, use and reproduce any photographic, video, audio, or other portrayals of Guest as well as Guest's personal information, including but not limited to Guest's name and biographical information ("Likeness"), in any and all manner and media now known or hereafter devised, in whole or in part, and for any lawful purpose including without limitation trade, advertising, sales, publicity or otherwise, royalty-free and without compensation to Guest, in perpetuity, worldwide (the "Materials"). Guests agrees that any Likeness of them taken/captured outside of the United States may be transferred to the United States and that all rights, title and interest in the Materials (including all worldwide copyrights therein and

any proceeds thereunder) shall be our sole and exclusive property, free from any claims by Guest or any person deriving any rights or interest from Guest.

DISPUTE RESOLUTION

Any Guest experiencing a problem during a Tour should contact us immediately by either phone or email and we will make every reasonable effort to make things right and to informally resolve any claims, complaints, disputes and matters whatsoever arising under or in connection with the Tour and these Terms and Conditions.

If, however, we are unable to successfully resolve any such dispute informally, by booking a Tour with us, each Guest agrees that any complaint, dispute, or disagreement that a Guest may have against us, and any claim that we may have against a Guest, arising out of, relating to, or connected in any way with these Terms and Conditions, any Tour, or any services provide by us shall in each case **(with the sole exception of claims brought and litigated exclusively in small claims court in Los Angeles County, California)** be resolved exclusively by final and binding arbitration administered by JAMS ("JAMS") and conducted in accordance with the JAMS Streamlined Arbitration Rules And Procedures in effect at the time the Arbitration is initiated or, if the amount in controversy exceeds \$100,000, in accordance with the JAMS Comprehensive Arbitration Rules And Procedures then in effect (respectively, the "Applicable Rules"). Arbitration shall be conducted before a single arbitrator selected in accordance with the Applicable Rules or by mutual agreement between the parties (the "Arbitrator"). The Applicable Rules can be found at www.jamsadr.com. If JAMS is unavailable or unwilling to administer arbitrations consistent with these Terms and Conditions, another arbitration provider shall be selected by mutual agreement of the parties or, if the parties cannot agree, by the court. The Arbitrator shall issue a written award supported by a statement of decision setting forth the Arbitrator's complete determination of the dispute and the factual findings and legal conclusions relevant to it (an "Award"). Judgment upon the Award may be entered by any court having jurisdiction over the relevant party or its assets.

Each Guest further agrees that:

No Class or Representative Action Proceedings: Resolution of any dispute between any Guest and AIT must be through individual legal action and Guests and not any class or representative action (such as an action in the form of a private attorney general). Even if applicable law provides otherwise, each Guest agrees that any arbitration or lawsuit against AIT shall be pursued by Guest individually and not as a member of any class or as part of a class action. Each Guest expressly agrees to waive authority to arbitrate claims on a class action basis and that the Arbitrator shall have no authority to entertain or arbitrate any claims on a class or representative basis or to award relief on behalf of others.

Each Guest agrees that this class/representative action waiver shall not be severable under any circumstances from the arbitration provisions of these Terms and Conditions, and if for any reason this class/representative action waiver is unenforceable as to any particular claim, then and only then such claim shall not be subject to arbitration

Governing Law The Arbitrator (i) shall apply internal laws of the State of California consistent with the Federal Arbitration Act, or, to the extent (if any) that federal law prevails, shall apply the law of the United States of America, irrespective of any conflict of law principles; (ii) shall entertain any motion to dismiss, motion to strike, motion for judgment on the pleadings, motion for complete or partial summary judgment, motion for summary adjudication, or any other dispositive motion consistent with California or federal rules of procedure, as applicable; (iii) shall honor claims of privilege recognized at law; and (iv) shall have authority to award any form of legal or equitable relief.

Location of Arbitration: The Arbitration shall be held either: (i) at a location determined by JAMS pursuant to the Applicable Rules; or (ii) at such other location as may be mutually agreed upon by the parties; or (iii) at Guest's election, if the only claims in the arbitration are asserted by Guest and are for less than \$10,000 in aggregate, by telephone or by written submission.

Arbitration Fees The party initiating arbitration will pay all filing, administration, case-management, hearing, and arbitrator fees ("Arbitration Fees"). In the event a Guest recovers an Award greater than our last written settlement offer, the Arbitrator shall also have the right to include in the Award our reimbursement of Guest's reasonable and actual out-of-pocket attorneys' fees associated with the Arbitration. If we are the prevailing party or if Guest recovers an Award less than our last written settlement offer, the Arbitrator shall also have the right to include in the Award Guest's reimbursement of our reasonable attorneys' fees associated with the Arbitration.

Pre-Arbitration Notice of Disputes and Informal Resolution Before commencing arbitration, a claimant must send written Notice of Dispute to the other party ("Notice"). Any Notice to AIT must be sent by U.S. mail or courier service to: America Israel Travel, 4505 Las Virgenes Road, #210 Calabasas, California 91302 ("Notice Address"). Any Notice to a Guest will be sent to the Provided Contact Information. The Notice must include: (a) the claimant's name, mailing address, email address, and phone number; (b) a description of the nature and basis of the claim or dispute; (c) the specific relief sought.

Anytime within 60 days following delivery of a Notice (the "Informal Resolution Period"), either party may request a settlement discussion (by telephone or videoconference) ("Informal Settlement Conference"). Both parties must work together in good faith to select a mutually agreeable time for the Informal Settlement Conference (which can be after the 60-day period) and must both personally participate in the Informal Settlement Conference. The parties' respective lawyers (if any) may also participate. No formal legal proceeding can be commenced until after the Informal Resolution Period has ended. Unless prohibited by applicable law, no arbitrator shall accept nor administer any arbitration unless the claimant has complied with these Notice and Informal Settlement Conference requirements.

Small Claims Notwithstanding the foregoing arbitration provisions, at Guest's option, Guest may litigate a claim against AIT before a small claims court located in Los Angeles County, California (to the exclusion of the courts of any other county, state or country), if such claim is within such court's jurisdictional limit; provided that such court does not have the authority to entertain any claims on a class or representative basis, or to consolidate or join the claims of other persons or parties who may be similarly situated in such proceeding.

Nothing in this Section shall prevent any party from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

In the event this arbitration provision is deemed unenforceable by an arbitrator or court of competent jurisdiction for any reason, then and only then do Guest and AIT irrevocably agree that any dispute whatsoever arising out of, in connection with, related to or incident to these Terms and Conditions, any Tour, or any services provided by AIT including any claim for personal injury, illness or death, shall be litigated, if at all, before the United States District Court for the Central District of California in Los Angeles, California, or, in the event that no federal court has jurisdiction, then before a state court located in Los Angeles County, California, to the exclusion of the courts of any other county, state or country.

TIME LIMITS FOR CLAIMS

NO SUIT MAY BE BROUGHT AGAINST AIT FOR DELAY, DETENTION, EXPULSION FROM ACCOMMODATIONS OR COUNTRY, PERSONAL INJURY, ILLNESS, EMOTIONAL DISTRESS, MENTAL SUFFERING, PSYCHOLOGICAL INJURY OR

DEATH OF GUEST, UNLESS WRITTEN NOTICE OF THE CLAIM WITH FULL PARTICULARS IS DELIVERED TO AIT AND THE NOTICE ADDRESS WITHIN SIX (6) MONTHS FROM THE DAY THAT THE EVENT THAT CAUSED SUCH DELAY, DETENTION, PERSONAL INJURY, ILLNESS, EMOTIONAL DISTRESS, MENTAL SUFFERING, PSYCHOLOGICAL INJURY OR DEATH OF GUEST OCCURRED; IN NO EVENT SHALL ANY SUIT FOR ANY CAUSE AGAINST AIT WITH RESPECT TO DELAY, DETENTION, PERSONAL INJURY, ILLNESS, EMOTIONAL DISTRESS, MENTAL SUFFERING, PSYCHOLOGICAL INJURY OR DEATH BE BROUGHT, UNLESS ACTION IS COMMENCED (FILED) WITHIN ONE (1) YEAR FROM THE DAY THAT THE EVENT THAT CAUSED THE DELAY, DETENTION, PERSONAL INJURY, ILLNESS, EMOTIONAL DISTRESS, MENTAL SUFFERING, PSYCHOLOGICAL INJURY OR DEATH OF GUEST OCCURRED, AND PROCESS IS SERVED WITHIN ONE HUNDRED TWENTY (120) DAYS AFTER ACTION IS FILED.

NO SUIT SHALL BE MAINTAINABLE AGAINST AIT UPON ANY CLAIM RELATING TO LOSS OF OR DAMAGE TO ANY PROPERTY UNLESS WRITTEN NOTICE OF THE CLAIM, WITH FULL PARTICULARS, IS DELIVERED TO AIT AT THE NOTICE ADDRESS WITHIN THIRTY (30) DAYS AFTER TERMINATION OF THE TOUR TO WHICH THESE TERMS AND CONDITIONS RELATES. IN NO EVENT SHALL ANY SUIT FOR ANY CLAIM AGAINST AIT WITH RESPECT TO LOSS OF OR DAMAGE TO PROPERTY BE MAINTAINABLE UNLESS ACTION IS COMMENCED (FILED) WITHIN ONE (1) YEAR AFTER THE TERMINATION OF THE TOUR AND PROCESS SERVED IS WITHIN ONE HUNDRED TWENTY (120) DAYS AFTER ACTION IS FILED.

LIMITATIONS OF LIABILITY

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, AIT SHALL NOT BE LIABLE FOR ANY INJURY, DEATH, ILLNESS, DAMAGE, DELAY OR OTHER LOSS TO ANY PERSON OR PROPERTY, OR ANY OTHER CLAIM BY ANY GUEST CAUSED BY ANY EVENT OF FORCE MAJEURE OR ANY ACT NOT SHOWN TO BE CAUSED BY AIT'S NEGLIGENCE. AIT SHALL ALSO NOT BE LIABLE TO ANY GUEST FOR EMOTIONAL DISTRESS, MENTAL SUFFERING/ANGUISH OR PSYCHOLOGICAL INJURY OF ANY KIND UNDER ANY CIRCUMSTANCES, EXCEPT WHEN SUCH DAMAGES WERE CAUSED BY AIT'S NEGLIGENCE AND RESULTED FROM THE SAME GUEST SUSTAINING ACTUAL PHYSICAL INJURY, OR HAVING BEEN AT RISK OF ACTUAL PHYSICAL INJURY, OR WHEN SUCH DAMAGES ARE HELD TO BE INTENTIONALLY INFLICTED BY AIT. WITHOUT LIMITING THE FOREGOING, IN NO EVENT WILL AIT BE LIABLE TO ANY GUEST FOR ANY CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE AGGREGATE LIABILITY OF AIT, REGARDLESS OF THE BASIS OF LIABILITY OR FORM OF THE ACTION, SHALL NOT TO EXCEED THE VALUE OF THE LAND TOUR FARE PAID TO AIT FOR THE CLAIMANT'S LAND TOUR ASSOCIATED WITH SUCH CLAIM.

INTERPRETATION

Should any provision of these Terms and Conditions be contrary to or invalid by virtue of the law of any jurisdiction or be so held by a court of competent jurisdiction, such provision (and only such provision) shall be deemed to be severed and of no force and effect and all remaining provisions herein shall continue to be in full force and effect unless otherwise set forth in these Terms and Conditions. Headings are for convenience of reference only and shall not define or limit any of the terms or provisions hereof. Whenever the context so requires, references to the male gender shall include references to the female gender, and references to the singular shall include the plural and vice versa. The terms and conditions contained in our website (<https://www.americaisraeltraveltours.com/terms-conditions>), general information and any Tour itinerary-specific information contained on our website, in each case as in effect as of the date of the booking, and the terms of any advertisement, brochure, or offer, are each hereby incorporated by reference into these Terms and Conditions. In the event of conflict between the provisions of these Terms and Conditions, any terms contained in our website or in any advertisement, brochure or offer, the provisions of these Terms and Conditions shall control.



These Terms and Conditions (together with all other terms and conditions and other information/documents incorporated herein by reference), represent the entire agreement and understanding between AIT and Guests with respect to the subject matter hereof and supersede any other prior oral or written agreements, understandings, negotiations, and discussions between any Guest and AIT relating to the subject matter hereof. Any change in these provisions must be in a prior writing and signed by a duly authorized corporate officer of AIT.