

Maremma Safari Club Terms & Conditions of Booking

These terms and conditions (“Terms”) govern the relationship between Incarnadino, Inc., incorporated in the United States and doing business as Maremma Safari Club (“MSC” and/or “us/our”) and you, the purchaser and/or traveler (“Client,” and “you/your”). By planning travel with MSC, you agree to be bound by these Terms. Accommodations and other suppliers (including but not limited to suppliers of trains, cruises, ferries, motorcoaches, hotels, excursions, and restaurants) providing services (“Supplier(s)”) are independent third-party contractors and are not agents, employees, servants, or joint venturers of MSC or its affiliates. Any payment made to MSC shall be deemed to constitute full acceptance of these Terms, the terms and conditions of any Suppliers, and to the laws of the countries in which the services are supplied.

1. USE OF MSC 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 MSC. You agree to be financially responsible for all of your travel bookings made on behalf of yourself and any member of your traveling party and 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 MSC and its Suppliers, and acknowledge that, without limitation, any speculative, false, or fraudulent reservation is prohibited.

Separate Supplier terms and conditions may apply to your reservation and you agree to abide by the terms and conditions of purchase imposed by any Supplier on an itinerary you have reserved. As a condition of reservation, you must provide information requested by MSC along with your initial payment. MSC reserves the right to cancel your reservation and all services, and retain all related cancellation fees, if your information is incomplete or inaccurate. Your personal data secured for your reservation is used to process your services with our Suppliers. It may be necessary to transfer these details to other countries or authorities whose data protection and privacy laws are less stringent than those of the United States of America. This may include requirements to pass details to Suppliers as well as certain governments or government-appointed bodies, or agencies in the interest of security or because we are obliged to by law.

MSC is not liable or responsible for any arrangements made independently of MSC. MSC assumes no responsibility for costs or fees you incur for independent arrangements not booked through MSC, inclusive of, but not limited to, airline, hotel, excursion and travel protection related charges.

2. PRICING

Quoted prices on your itinerary are per person, based on two people sharing a room. Solo travelers, or travelers who desire single-occupancy rooms must pay a single traveler supplement. Prices do not include airfare. Pricing for our trips and services are subject to change at any time prior to receipt of full deposit.

At the time of reservation, a non-refundable, non-transferable, per person, per trip deposit of 30% of the total price is required.

We reserve the right to correct errors in price quotes or billing. 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. Prospective Clients are advised to reserve early to avoid disappointment, increases in fares and additional late booking fees.

Unless specifically noted in your trip itinerary, the following is not included in your reservation:

- Airfare; airline fees, including fees for advance seat assignments, premium seat assignments, and checked and excess baggage fees; government taxes and fees, including entry/exit fees at airports, port taxes and fees, Federal inspection fees for U.S. Immigrations & Customs; International Air Transportation tax, agricultural tax; other per-person taxes imposed by government entities; airport taxes and fees, including the September 11th Security fee, Federal domestic flight segment fees, and U.S. and international arrival and departure and other government-imposed fees added by the airline and applicable at time of reservation. (Some fees may be included in the price of airfare, if purchased through MSC).

- Passports; visas; vaccinations.
- Gratuities to your Tour Director, Drivers, or Local Guides.
- Laundry; telephone; hotel extras including minibar.
- alcohol, beverages, and food outside of any included meals as described on your itinerary.
- Optional excursions.
- Porterage at airports and train stations.
- Third-party Travel Insurance.

3. PAYMENT SCHEDULE

We require a deposit of 30% of the total trip price to confirm your booking. For bookings made less than 60 days before the start date of your trip, the total trip price must be paid in full to confirm the booking.

Currency exchange rates fluctuate. Prices are subject to change based upon currency exchange rate fluctuations, and we will reprice your itinerary in the event that there is any alteration in the rate of exchange between EUR and USD of more than 5% between the time a booking is under deposit and due date of final payment date. MSC is not responsible for surcharges or foreign transaction fees imposed by Client’s credit card or bank. Payments can be made by bank wire. All processing and wire transfer fees are to be paid by you.

Full payment is required by the final payment date, which will be no later than 60 days prior to travel, unless otherwise specified in your itinerary. You understand that failure to make final payment or any violation of a Supplier’s conditions of purchase may result in cancellation of your reservations, in your being denied access to any flights, tours, hotels, cruises, or other travel services, or in your forfeiting any monies paid for your reservations.

Your reservation is confirmed when your initial deposit payment is processed. Your invoice is confirmation of services on the reservation.

4. RESERVATIONS

You are responsible for providing and verifying full, complete and accurate information for all participants and services at the time of reservation. Under no circumstances is MSC liable for any errors or omissions in the information provided by you to complete the reservation. When you receive any and all travel documents, it is your responsibility to review and verify all information for accuracy. Contact MSC immediately if changes or corrections are required.

MSC is not liable or responsible for any arrangements made independently of MSC. MSC assumes no responsibility for costs or fees you incur for independent arrangements not booked through MSC, inclusive of, but not limited to, airline, hotel, excursion and travel protection related charges. If you make your own flight arrangements, MSC is not responsible for any loss resulting from cancellation or changes in international gateways, itineraries, or travel dates.

5. CANCELLATIONS OR CHANGES BY CLIENT

All payments for travel are due prior to departure according to MSC’s payment schedule as outlined in these Terms and Conditions. You understand that failure to make final payment or any violation of a Supplier’s conditions of purchase may result in cancellation of your reservations, in your being denied access to any tours, hotels, cruises, or other travel services, or in your forfeiting any monies paid for your reservations. In some cases, there is NO REFUND once a booking is made and under deposit. You may not be entitled to a refund if you change or cancel your travel plans after confirmation of a booking. All cancellation requests must be sent to MSC in writing. As a result of cancellation, MSC’s and third-party Supplier’s cancellation penalties will apply. Cancellation fees will be deducted from any refund.

Cancellation fees are calculated based on the days prior to the first date of services booked on your itinerary. Cancellation fees include all services on the reservation, except for third-party Travel Insurance, which is not supplied by MSC, and which is always non-refundable.

MSC’s Cancellation Fees are as follows:

Days Prior to Travel	% Cancellation Fee
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Up until 60 Days	Non-refundable deposit
60-31 Days	66% of total trip price
30-0 Days	100% of total trip price.

You shall be completely responsible for all charges, fees, duties, taxes, and assessments arising out of your travel bookings through MSC. By submitting a payment authorization to MSC, you agree to allow MSC to use your payment method 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 TO AVOID OR VIOLATE ANY BOOKING TERMS AND CONDITIONS OF MSC OR ITS SUPPLIERS, INCLUDING CANCELLATIONS OR CHANGES OF ITINERARY OR ARRANGEMENTS FOR REASONS BEYOND THE CONTROL OF MSC OR ITS SUPPLIERS. IF YOU ATTEMPT TO CHARGEBACK, REVERSE OR RECOLLECT A PREVIOUSLY AUTHORIZED TRIP PAYMENT, MSC RESERVES THE RIGHT TO COLLECT ALL ADDITIONAL COSTS, FEES AND EXPENSES ASSOCIATED WITH SUCH CHARGEBACK, REVERSAL OR RECOLLECTION, INCLUDING, WITHOUT LIMITATION, ATTORNEY FEES.

When you receive any and all travel documents, it is your responsibility to review and verify all information for accuracy. Contact MSC immediately if changes or corrections are required.

All changes or revisions to a reservation requested prior to the Final Payment Date will incur a minimum \$200 per person fee. These fees are non-refundable.

After the Final Payment Date, any change to a participant's name, trip date, or itinerary after the final payment date is treated as a full cancellation and new reservation. All cancellation fees apply in these instances. All other revisions apply the same revision fee as above.

6. CANCELLATIONS BY MSC/FORCE MAJEURE.

Some group tours are based on minimum numbers of passengers traveling; if the number of passengers falls below the minimum required, a surcharge may be imposed, the tour may be rescheduled or the tour may be canceled. Any cancellations of a tour or package for reason of failing to meet the minimum traveler requirement will result in a refund to you of any payments for the trip.

MSC 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 MSC. THE PURCHASE OF TRAVEL INSURANCE IS HIGHLY RECOMMENDED ON ALL TRIPS.

In addition, each of MSC'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 from a Supplier as a result of the non-performance of any obligations hereunder shall remain in the sole and absolute discretion of each Supplier, pursuant to their policies, although MSC shall use its reasonable efforts to secure reimbursement for you where possible.

7. TRAVEL DOCUMENTS, INCLUDING TSA AND DHS ACCEPTABLE IDENTIFICATION REQUIREMENTS

It is the responsibility of each Client to obtain and carry a valid passport, visa(s), and all other documents required by applicable government regulations. When traveling domestically or internationally, the U.S. Transportation Security Administration (TSA) and U.S. Department of Homeland Security (DHS) advise that everyone carry acceptable identification in order to board a flight. Acceptable identification can be found at <http://www.tsa.gov/traveler-information/acceptable-ids>; examples are DHS-designated enhanced driver's license, Passport, a foreign government passport.

MSC strongly recommends that you take into account that certain countries will not admit a passenger if their passport expires within six (6) months of the anticipated date of return. Non-United States citizens may require additional documentation. Client is responsible to make MSC aware when traveling on a passport from a country other than the United

States of America. MSC neither controls nor warrants the issuance of visas or approval of visa waivers related to your travel. Should a visa not be issued, MSC is not responsible for lost payments made toward the contemplated trip. Please note that rules of each country regarding entry and exit change on a daily basis.

Children and infants also require travel documents. Minors traveling with one parent, and/or without both parents, may be stopped and not admitted, unless authenticated and verified consent forms are provided to the authorities; please see <https://help.cbp.gov/s/article/Article-3643> for additional information.

8. INDIVIDUAL ENTRY AND EXIT REQUIREMENTS

Each country holds different views of past criminal offenses, whether within or outside of their boundaries. If you have a current or prior criminal offense, contact that country directly for entry and exit requirements. You can visit the US State Department Website for further information about these requirements. See, <https://travel.state.gov/content/travel.html>. We do not inquire about an individual's criminal record in the interest of respecting our Clients' privacy.

9. UNUSED ARRANGEMENTS AND ALTERATIONS TO BOOKINGS

No refunds will be issued for unused services (late arrivals, temporary absences from your trip or early departures), for unused transportation where group activity tickets are involved, or for voluntary modifications made by you.

Alterations to your itinerary may be necessary for any number of reasons, including but not limited to severe weather. Any alterations to an itinerary are at the sole discretion of MSC or its Suppliers, and no refund or trip price reduction is given if an itinerary change is necessary.

10. HEALTH/IMMUNIZATIONS

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

11. RISKS/SAFETY

BY BOOKING TRAVEL WITH MSC, YOU ARE AGREEING TO TERMS THAT WILL WAIVE CERTAIN LEGAL RIGHTS. Certain activities that are included as part of itineraries that we book pose inherent risks and may be dangerous. Your itinerary may also involve travel to remote areas without access to medical facilities or treatment; changing weather conditions; interactions or encounters with wildlife. By booking a trip with MSC, you acknowledge that you are aware that the physical exertion required to participate in certain activities can activate or aggravate pre-existing injuries, conditions, or congenital defects. You acknowledge that you should seek medical advice if you know or suspect that your physical condition may be incompatible with the activities on your itinerary. You may be required to wear approved safety equipment while participating in certain activities, and by booking travel with us and participating in these activities, you agree to use the recommended safety equipment and to ask questions if you are unsure about how to properly or safely use equipment.

If you use, consume, or are under the influence of alcohol or illegal drugs prior to or while engaging in any activities on your itinerary, YOU ASSUME AND ACCEPT ALL RISKS, DANGERS, AND HAZARDS THAT MAY RESULT FROM THIS INCLUDING THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE, AND LOSS, even in the event of negligence or fault by MSC or third parties, and you indemnify MSC from any and all liability for any damage to property or personal injury to any third party, resulting from your participation in the Activities, while, during, or after consumption of illegal drugs or alcohol.

Travel to certain destinations may involve greater risk than others. MSC urges Clients to remain informed on a daily basis as to current news events, as well as to review travel prohibitions, warnings, announcements and advisories issued by the United States Government prior to booking travel to international destinations. Information on health and safety conditions in various countries and the level of risk associated with travel to particular international destinations can be found at

<http://www.state.gov>, <http://www.tsa.gov>, <http://www.dot.gov>, <http://www.faa.gov>, <http://www.cdc.gov>, and <http://www.cbp.gov>. The Smart Traveler Enrollment Program (STEP) is a free service provided by the U.S. Government to U.S. citizens who are traveling to, or living in, a foreign country. STEP allows you to enter information about your upcoming trip abroad so that the Department of State can better assist you in an emergency. Registration is recommended and provided by going to <https://step.state.gov/step/>.

BY OFFERING TOURS AND ACTIVITIES FOR SALE, MSC DOES NOT REPRESENT OR WARRANT THAT TRAVEL TO THESE DESTINATIONS OR PARTICIPATION IN THESE ACTIVITIES IS ADVISABLE OR WITHOUT RISK, AND SHALL NOT BE LIABLE FOR COSTS, DAMAGES, OR LOSSES THAT MAY RESULT FROM TRAVEL TO SUCH DESTINATIONS. CLIENT'S PARTICIPATION CONSTITUTES ACCEPTANCE OF SUCH EVENTS AT CLIENT'S OWN RISK.

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

12. SPECIAL NEEDS & PARTICIPATION REQUIREMENTS

Any special requirements or disabilities must be disclosed to MSC at time of reservation, or if such requirements arise after the reservation, as soon as such requirements are or reasonably should be known by the participant. If MSC has not received disclosure of requirements or disabilities that require reasonable accommodations for accessibility, and/or if your participation poses a threat to the safety or health to self or others, MSC may be unable to accommodate you for part or all of the trip or any services provided in connection with the trip.

Laws and regulations related to the accommodation of disabilities and special needs vary from country to country, and MSC is not liable for denial of services by air carriers, hotels, restaurants or other independent suppliers. Certain activities or venues may be limited or inaccessible to you if your mobility is limited in any manner. Many excursions involve extended periods of walking and standing often on uneven pavement or surfaces, and may include staircases, paths, walkways, or locations that are narrow or inaccessible or of limited accessibility by wheelchair.

You are responsible for assessing if the itinerary is suitable for all participants on the reservation. We recommend you contact MSC prior to making a reservation to determine what reasonable assistance might be available. MSC will make reasonable efforts to accommodate your needs but cannot guarantee that it can do so in all cases. You are advised that some Suppliers, including hotels and small ships may not have elevators.

No refunds are provided for missed services or activities due to your inability to fully participate with the group, including keeping pace with the group, if conditions requiring assistance are not known to MSC at the time of reservation or when reasonably known by the participant.

13. CLIENT CONDUCT

Each participant in any trip escorted by MSC is expected to act responsibly and adhere to all behavior guidelines established by MSC and our Suppliers, including dress codes at religious and cultural sites. MSC 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 we visit. In any such case, there will be no refund.

When you book with MSC, you accept responsibility for any damages or losses caused by you. Full payment for any such damage or loss must be paid directly at the time to the accommodation owner or manager or other Supplier. You must indemnify us for the full amount of any claim (including attorneys' fees and other legal costs) made against us because of your conduct. 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 MSC 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. 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.

Smoking is not allowed on transportation that is exclusively provided by MSC. Smoking includes cigarettes, e-cigarettes, cigars, e-cigars, or any other smoking or vaping device. You are responsible to abide by and adhere to Service Provider's terms & conditions, including as they relate to smoking. This includes, but is not limited to, smoking only in designated sections of vessels, hotels or restaurants.

MSC contracts non-smoking rooms. Hotels may impose a 100% non-smoking policy. If you require a smoking room, a request may be submitted, but MSC cannot guarantee availability.

14. CONTRACTED ACCOMMODATIONS

Hotels are listed as in your itinerary, but MSC reserves the right to substitute alternative accommodations if necessary. MSC will use its best efforts to secure comparable accommodations. No refunds are provided for hotel changes. If you wish to cancel your reservation because of a hotel change, full cancellation fees apply.

Air-conditioning in hotels is not guaranteed, and its availability depends on local and national laws/regulations. Though hotels may have air-conditioning as a listed amenity, its usage is often unavailable at night or in the off-season. MSC has no control over air-conditioning at hotels.

MSC does not secure early check-in (unless specifically noted in an itinerary). Check-in times vary and are solely at the discretion of the hotel. At your discretion, you may inquire about early check-in when you arrive and pay the hotel directly for this service.

It may not be possible to earn loyalty points for hotel reservations on your itinerary. Hotel rewards/points cannot be redeemed with hotels used by MSC.

MSC contracts standard rooms. Double-bedded rooms (one bed per room) are not guaranteed. Assignment of rooms is at the hotel's discretion and not controlled by MSC. Single supplements ensure your own room but not the number of beds in a room. Single rooms are generally smaller in size and may be less conveniently located.

15. LIMITATION ON LIABILITY

The international carriage of passengers is subject to international conventions and treaties, where applicable. These international agreements limit and, in some events, exclude the carrier's liability to passengers (trip participants). To the extent permitted by any relevant local law, where any claim or part of a claim (including those involving death or personal injury) concerns or involves any travel arrangements (including the process of getting on or off the transport concerned) provided by any air, sea, inland waterways, rail or road carrier, or any stay in a hotel, our maximum liability is the maximum that would be payable by the carrier or the hotel keeper concerned under the applicable international convention, treaty, or regulation applicable to the travel arrangements or hotel stay (e.g., the Warsaw Convention, the Montréal Convention for international travel by air, the EU Regulation on Air Carrier Liability for air carriers with an operating license granted by an EU country, the Athens Convention for international travel by sea) in that situation.

The trip participant agrees that MSC shall not be liable for any damage, loss (including personal injury, death, and property loss), or expense occasioned by any act or omission of any Supplier providing services, or any other person.

Each Supplier is an independent entity with its own management and is not subject to the control of MSC.

BECAUSE MSC ACTS AS AGENT FOR SUPPLIERS AND DOES NOT HAVE THE RIGHT TO CONTROL THE OPERATIONS OF INDEPENDENT OPERATORS AND SUPPLIERS, YOU AGREE THAT MSC IS NOT LIABLE FOR ANY PERSONAL INJURY OR PROPERTY DAMAGE, WHICH MAY ARISE OUT OF THESE SERVICES PROVIDED BY A SUPPLIER. MSC 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 MSC, INCLUDING WITHOUT LIMITATION LIABILITY FOR ANY ACT, ERROR, OMISSION, INJURY, LOSS, ACCIDENT, DELAY OR IRREGULARITY WHICH MAY BE INCURRED THROUGH THE FAULT, NEGLIGENCE, WILFULL 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 MSC'S CONTROL, AND YOU HEREBY EXONERATE MSC FROM ANY LIABILITY WITH RESPECT TO THE SAME.

16. TRAVEL INSURANCE

MSC STRONGLY RECOMMENDS ALL CLIENTS PURCHASE TRAVEL INSURANCE TO PROTECT TRAVELERS AND THEIR INVESTMENT IN TRAVEL. 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, Client understands and agrees that if Client cancels or interrupts Client's travel for any reason, portions of the trip/tour may not be refunded and MSC' 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 MSC. MSC 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. MSC 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 YOU MAY PURCHASE.

17. RESERVATION OF RIGHTS: 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.

18. DISPUTE RESOLUTION

Any dispute between the trip participant and MSC, directly or indirectly relating to the Terms and/or to the trip undertaken, shall be first submitted to mediation in New York City, New York, United States, before a mediator mutually agreed to by the parties.

Any action arising out of or related to these Terms and Conditions or the travel reserved or undertaken hereunder, shall be brought only in the courts of the State of New York, United States. All trip participants agree that New York shall be the sole and exclusive venue for any such action and hereby consent to the jurisdiction of the New York courts for such action.

Any claim against MSC must be brought within 12 months after the date of the completion of the trip and not later. The parties hereby agree and specify that claims may be brought only in the state or federal courts of New York, and the parties specifically consent to jurisdiction and venue in New York. Neither the parties nor any affiliate of MSC shall in any case be liable for damages other than compensatory damages, and the parties hereby waive any right to claim punitive or exemplary damages. The parties further agree that claims may be brought by parties only in their individual capacities 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. The parties expressly agree to waive and forego any and all rights to bring any such class actions, purported or proposed class actions, or representative actions.

New York law, and the laws of the United States of America governs this contract and all proceedings arising out of or related to this agreement.

19. GENERAL

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 in these Terms) constitute the entire agreement between the Client and MSC with respect to travel bookings made with MSC by any means, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between Client and MSC with respect to communications with MSC. 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.