



## PACIFIC FOR LESS TERMS & CONDITIONS

PACIFIC FOR LESS TERMS & CONDITIONS The following terms and conditions (referred to herein as these “Terms and Conditions” or “Agreement”) apply to all travel and travel related Services offered for sale by Pacific For Less, Inc. (“PFL”) and/or its officers, directors, employees, affiliates, agents, or subcontractors (hereinafter referred to as “PFL, “we,” or “us”). The term “Service(s)” as used herein encompasses: travel planning and consultation, airfare, ground transportation, hotel rooms, resorts, and/or other lodgings, tours, activities, and any other travel or travel related products offered or sold by PFL. The term “Trip” is defined as any Service, or package of Services, offered or sold by us. “Supplier” refers to any provider of the Services we offer. “Itinerary” refers to the particularized schedule for a Trip. References herein to “Traveler” or “you” shall apply to each and any of the following: a party participating in an offered Trip and/or the party who purchases (or attempts to purchase) a Trip for themselves and/or others, including their Parent or Legal Guardian who accepts these Terms and Conditions on their behalf if the party participating is not of legal age or cannot otherwise enter into a binding legal contract on their own behalf. All bookings of Trips are also subject to the Terms and Conditions of the Supplier of the Service(s) incorporated in a Trip. By placing an order with PFL, you agree to abide by all the terms and conditions of the applicable Suppliers without reservation, and to be bound by the limitations therein. If the Supplier’s terms and conditions are ever in conflict with the Terms and Conditions of PFL, PFL’s will control all issues relating to the liabilities and responsibilities of PFL. Please read these Terms and Conditions carefully, ask us any questions you have about them and/or consult an attorney before you agree to be bound by them. Traveler acknowledges that they have taken note of these Terms and Conditions before making a booking and have accepted the same by clicking the box labeled “I Agree to PFL’s Terms and Conditions” during our online booking process. Without this acceptance, the processing of a booking is not possible.

### **Quotes**

Quotes are estimates only, prepared in good faith and based on the conditions and availability at the time the quote was prepared. NO SPACE OR SERVICES ARE HELD until your booking is confirmed. Prices quoted are in U.S. Dollars and are based upon current fares, tariffs and exchange rates, and subject to adjustment without prior notification. We reserve the right to adjust the quote in the event of pricing errors.

## **Bookings**

Bookings can be made by utilizing the Pacific For Less (PFL) online booking form. Bookings are valid when accepted and confirmed by our office, via an official PFL Invoice (with an invoice number). Invoices will be e-mailed usually between 5 and 7 business days after the booking is submitted. If the invoice is not in accordance with your wishes, you must contact PFL within 48 hours. When the invoice is sent and approved, the booking is binding on both parties. PFL reserves the right to decline, to accept, or to retain any person as a member of a Trip. The invoice includes all relevant information. The person who submits the booking and approves the invoice is also responsible for the acceptance of the PFL Terms and Conditions for all travel participants under this booking. Once full payment has been received, prices are guaranteed.

## **Payments and Travel Documents**

A DEPOSIT 10% of the total amount of booking plus the cost of your international flights is due at the time PFL accepts your booking offer and confirms it. The booking is binding on both parties at this time. Final payment is due at least 45 days before departure. At this time PFL will charge you with the balance of the final payment. If a booking is made within six weeks of the travel date, the whole amount is due at this time. Travel Documents/Vouchers will be issued via email at this time. If PFL does not receive the final payment 4 weeks prior to the client's travel date, PFL has the right to cancel the travel contract, which will result in full cancellation fees for the client (see below).

a. Credit Card Payments If payment could not be drawn from your payment card account, we will send you an email or call you regarding the matter. This could be because of insufficient funds in your payment card account, incorrect details provided by you on our site, any fraud alerts received from our fraud prevention system or if your bank declined the transaction. You can also contact your bank or card issuing company to authorize your transaction, or provide us a different payment card acceptable by PFL. We do not take responsibility for any damages caused by the non-acceptance of your payment for whatever reason. If we notice any fraudulent transaction from the provided credit or debit card, we will inform such activity to our Credit Card Verification Company, bank, or Supplier, and if required we will also inform the appropriate legal authorities. We process all credit and debit card transactions securely and transmit the data using SSL. Some banks and credit card companies impose fees for international transactions. If you are making a booking from outside of the United States on a US credit card, your bank may convert the payment amount to your local currency and charge you a conversion fee. In addition, a foreign transaction fee may be assessed if the bank that issued your credit card is located outside of the United States. Booking international travel may be considered to be an international transaction by the bank or card company as we may pass on your

payment to an international Supplier. The currency exchange rate and foreign transaction fee is determined solely by your bank on the day that they process the transaction. If you have any questions about these fees or the exchange rate applied to your booking, please contact your bank.

### **Cancellation and Modifications**

a. Cancellations attributable to Traveler The client has the right to cancel his Trip at any time. Cancellation has to be made in writing by email, fax or mail. Any refund owed to Traveler will have any non-refundable fees (ie. bank or transaction fees) and cancellation penalties from our Suppliers (e.g. non-refundable airfare, or other deposits, etc.) deducted. In case part of a booking is canceled, the remaining party or parties may have to pay additional charges (e.g. under-occupancy, or single room supplements, etc). Unless otherwise indicated, the following cancellation fees will apply\*: up to 45 days prior to departure: a REFUND of all payments towards your package cost minus a non-refundable transaction fee of \$450 US per Person Cancellation Fee (See below\*) in addition to any non-refundable ticket cancellation fees. 44 days to 36 days prior to departure 25% of total Trip cost 35 to 26 days prior to departure 35% of total Trip cost 25 to 15 days prior to departure 45% of total Trip cost 14 to 8 days prior to departure 70% of total Trip cost 8 to 1 days prior to departure 80% of total Trip cost Day of departure 100% of total Trip cost \* Special cancellation fees apply for all cruise arrangements as well as certain Exclusive Island Resorts. \* Not applicable for: Festive Season bookings, special non-refundable Airfare or Hotel portions of your trip, as specified in your quote, certain specialty villas, as well as the exclusive The Brando Resort.

\*the non-refundable transaction fee of 450 US per Person, can be applied to any future trip

### **Cancellation Notice for California and Illinois Residents Only:**

Upon cancellation of the transportation or travel services, where the Traveler is not at fault and has not canceled in violation of any Terms and Conditions previously clearly and conspicuously disclosed and agreed to by the Traveler, all sums paid to the seller of travel for services not provided will be promptly paid to the Traveler, unless the Traveler advises the seller of travel in writing, after cancellation. In California, this provision does not apply where the seller of travel has remitted the payment to another registered wholesale seller of travel or a carrier, without obtaining a refund, and where the wholesaler or provider defaults in providing the agreed-upon transportation or service. In this situation, the seller of travel must provide the Traveler with a written statement accompanied by bank records establishing the disbursement of the payment, and if disbursed to a wholesale seller of travel, proof of current registration of that wholesaler. b. Modifications by Traveler PFL will not charge

any service fees for modifications to your Trip unless a fee is charged by our Supplier. Some Suppliers have their own policies in regards to modifications though, and all Travelers should review those policies prior to purchase. Modifications by Suppliers may not always be possible. c. Cancellations and/or Modifications attributable to PFL or Force Majeure Particularly as a result of causes beyond our control (ie. weather and travel conditions, political or environmental changes, equipment failure, flight schedule changes or rescheduling of air routes and times, referred to herein jointly as "Force Majeure"), we have on occasions had to make changes to and/or cancel confirmed bookings. While we always endeavor to avoid changes and cancellations, we must reserve the right to do so and to substitute alternative arrangements of comparable monetary value. PFL reserves the right to adjust your Trip Itinerary or change the modes of ground and air travel, change the quality of Accommodations or otherwise change the Trip without prior notice. PFL will attempt to provide advanced notice of any changes to your Trip Itinerary to the extent possible. Any additional charges incurred arising from the postponement, delay or extension of a Trip or adjustment to the Itinerary due to Force Majeure will be the Traveler's responsibility.

### **Passports/Visas/Health Regulations**

It is Traveler's sole responsibility to verify they have all the necessary visas, transit visas, passport, and vaccinations prior to travel and paid any required reciprocity fees for their destination. A full and valid passport is required for all persons traveling to any of the destinations outside the U.S. that we feature. You must obtain and have possession of a valid passport, all visas, permits and certificates, and vaccination certificates required for your entire Trip. Most international Trips require a passport valid until at least six (6) months beyond the scheduled end of your Itinerary. Non-U.S. citizens should contact the appropriate consular office for any requirements pertaining to their Trip. Further information on entry requirements can be obtained from the State Department, by phone (202) 647-5335 or access online at <http://travel.state.gov/content/passports/en/passports.html> or directly from the destination country's website. Some countries require you to be in possession of a return ticket or exit ticket and have sufficient funds, etc. Similarly, certain countries require that the Traveler produce evidence of insurance/repatriation coverage before it will issue a visa. You must carefully observe all applicable formalities and ensure that the surnames and forenames used for all passengers when making a booking and appearing in your travel documents (booking forms, travel tickets, vouchers, etc.), correspond exactly with those appearing on your passport, visas, etc. Immunization requirements vary from country to country and even region to region. Up-to date information should be obtained from your local health department and consulate. You assume complete and full responsibility for, and hereby release PFL from, any duty of checking and verifying vaccination or other entry requirements of each

destination, as well as all safety and security conditions of such destinations during the length of the proposed travel or extensions expected or unexpected. For State Department information about conditions abroad that may affect travel safety and security, you can contact them by phone at (202) 647-5335. For foreign health requirements and dangers, contact the U.S. Centers for Disease Control (CDC) at (404) 332-4559, use their fax information service at (404) 332- 4565, or go to <http://wwwnc.cdc.gov/travel/>. It is your responsibility to ensure that you hold the correct, valid documents for the countries you are visiting and have obtained the necessary vaccinations, clearance to travel, and hold the necessary confirmations for medications required as we cannot be held liable for any illness, delays, compensation, claims and costs resulting from your failure to meet these requirements. WE CANNOT ACCEPT RESPONSIBILITY IF YOU ARE REFUSED PASSAGE ON ANY AIRLINE, CRUISE, TRANSPORT OR ENTRY INTO ANY COUNTRY DUE TO THE FAILURE ON YOUR PART TO CARRY OR OBTAIN THE CORRECT DOCUMENTATION. IF FAILURE TO DO SO RESULTS IN FINES, SURCHARGES, CLAIMS, FINANCIAL DEMANDS OR OTHER FINANCIAL PENALTIES BEING IMPOSED ON US, YOU WILL BE RESPONSIBLE FOR INDEMNIFYING AND REIMBURSING US ACCORDINGLY.

### **Travelers with Special Needs or Disabilities**

Let us know if you have special needs (e.g., wheelchair, seeing eye dog, walker, etc.) so that we can contact the relevant Service providers for your Trip ahead of time and verify that your special needs can be accommodated. While we will do everything in our power to make sure that they do, PFL can make no guarantee as to the ability of any Accommodations, Services, or facilities sold or advertised to meet the special needs of disabled clients. Traveler should be aware that each country has its own standards of accessibility for persons with disabilities. Before you travel, visit [travel.state.gov/destination](http://travel.state.gov/destination) and enter a country or area to find information for mobility-impaired travelers in the Special Laws & Circumstances Section. For flying with disabilities, we recommend calling the Transportation Security Administration's (TSA) toll free helpline for travelers with disabilities and medical conditions: 855-787-2227, or check TSA's website, TSA Cares. They can answer questions about screening policies, procedures, and the security checkpoints.

### **Insurance**

We highly suggest all Travelers purchase third-party travel protection insurance, which offers benefits for Trip cancellation/interruption and more. Should you have to cancel your Trip because of illness, injury or death to you or an immediate family member, depending on the type of coverage purchased, Trip cancellation insurance may protect some or all deposits and payments for both air and Trip costs. Trip cancellation and interruption penalties can be significant. Purchasing Trip

cancellation insurance at a much later date may limit some of the coverage as to pre-existing or other conditions. Travelex Insurance Services offers Trip Insurance to PFL Travelers. It is Traveler's responsibility to understand the limitations of their insurance coverage and purchase additional insurance as needed. It is the Traveler's sole responsibility to research, evaluate and purchase appropriate coverage. PFL does not own nor operate any travel protection provider, nor has any influence in the outcome of any claim. Traveler agrees that PFL is not responsible for any uninsured losses.

#### Limitation of Liability

Pacific for Less Inc. ("PFL"), a Hawaiian corporation located in Kihei, Hawaii, is the principal tour operator. PFL and its agents, servants and employees, are mere agents for Traveler for travel, whether by road, air, sea or by any mode of transportation or local conveyance. IN NO EVENT SHALL PFL BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, DAMAGES FOR ANY LOSS OF OPPORTUNITY OR OTHER PECUNIARY LOSS, EVEN IF PFL HAS BEEN ADVISED OF THE POSSIBILITY OR PROBABILITY OF SUCH DAMAGES OR LOSSES, WHETHER SUCH LIABILITY IS BASED UPON CONTRACT, TORT, NEGLIGENCE OR OTHER LEGAL THEORY. IN NO EVENT SHALL PFL'S TOTAL AGGREGATE LIABILITY TO THE TRAVELER FOR CLAIMS ARISING UNDER THIS AGREEMENT EXCEED THE TOTAL AMOUNTS PAID BY THE TRAVELER TO PFL UNDER THIS AGREEMENT. PFL OFFERS VARIOUS SERVICES PROVIDED BY THIRD PARTY SUPPLIERS. PFL RETAINS NO OWNERSHIP INTEREST, MANAGEMENT, OR CONTROL OF THOSE THIRD PARTY SUPPLIERS. TO THE FULLEST EXTENT PERMITTED BY LAW, PFL DOES NOT ASSUME LIABILITY FOR ANY INJURY, DAMAGE, DEATH, LOSS, ACCIDENT OR DELAY DUE TO AN ACT OR OMISSION OF ANY THIRD PARTIES (INCLUDING THIRD PARTY SUPPLIERS), GOVERNMENTAL AUTHORITY, OR ACTS ATTRIBUTABLE TO YOU YOURSELF, INCLUDING, WITHOUT LIMITATION, NEGLIGENT OR RECKLESS ACTS.

#### **Disclaimer of Warranties**

UNLESS OTHERWISE STATED, ALL GOODS AND SERVICES OFFERED BY PFL ARE PROVIDED TO YOU ON AN "AS IS," "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, PFL DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, SUITABILITY FOR A PARTICULAR PURPOSE, TITLE, UNINTERRUPTED SERVICE, AND ANY WARRANTIES ARISING OUT OF A COURSE OF PERFORMANCE, DEALING OR TRADE USAGE FOR ALL GOODS AND SERVICES SOLD BY/THROUGH PFL. Applicable law in your jurisdiction may not allow the exclusion of implied warranties, so the above exclusions may not apply to you.

## **Indemnification and Release**

Except as otherwise set forth herein, Traveler hereby releases PFL from any and all liability, loss, expense, damages, or claims arising out of or resulting from Traveler's participation in a Trip, whether caused by the negligent or reckless conduct of Traveler, a Service Provider, a provider of Accommodations, another third party, or otherwise. Traveler hereby also agrees to indemnify, defend and hold harmless PFL from and against any and all damages, losses, claims, liabilities, deficiencies, costs, fees (including reasonable attorneys' fees) and expenses, arising out of any claim brought against PFL regarding, resulting, or arising from Traveler's participation in a Trip or Traveler's performance of this Agreement.

## **Activities**

Some activities available on our Trips are physically active and interactive, so you must be in good physical condition and health to participate in them. Additional payments for using these activities are not included in the rates unless otherwise specified. An offered activity may not be appropriate for all ages or for individuals with certain medical conditions or disabilities. PFL may not be held liable in the event of an incident or accident which is due to a lack of vigilance on your part. Some activities may require signing of a legal waiver due to their inherent dangers. Participation in those activities is not possible without your signing of the relevant waiver. It may happen that certain activities referred to or described in your Trip description or other promotional materials are no longer provided by the local provider for climatic reasons, in the event of Force Majeure, outside of the local tourist season, or when the minimum number of Travelers required for providing a given activity is not reached (examples: group sports, children's clubs). In the early or late season some activities may not be available, some of the facilities (restaurant, swimming pool, etc.) may be closed, or maintenance work may be in progress. As a general rule, entertainment and sports activities may vary in frequency depending on how many people are staying at the time and on climatic conditions. Particularly during the high season it is possible that the number of parasols, loungers, sports equipment, etc., are insufficient for the demand. The opening hours of bars, restaurants, and nightclubs, etc., may be irregular and dependent on the management of the establishment in question. PFL cannot be liable for activities unavailable due to any of the reasons listed above or for any other reason outside of our control. YOU ACKNOWLEDGE THAT THE USE OR ENJOYMENT OF AN ACTIVITY MAY BE HAZARDOUS AND INHERENTLY RISKY, AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, PFL SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURY OR DEATH; LOST, STOLEN, DAMAGED OR DESTROYED PROPERTY; OR OTHER LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE ACTIVITY.

## **Accommodations**

“Accommodations” are any lodgings in a dwelling or similar living quarters afforded to Travelers including, but not limited to, hotels, quarters in ships and charters, motels, and resorts. PFL provides the accommodations for its Trips through third-party Suppliers and retains no ownership or management interest in those Accommodations. PFL does not guarantee the location or the amenities of the Accommodations nor the performance of the third-party Suppliers. If any issues arise, please contact the owner/operators of the respective Accommodations directly. Accommodations and living standards may vary from country to country, especially in some of the remote locations we offer. PFL makes no guarantees about the living standards in remote locations, but we will try to work with an Accommodation provider within the same category you purchased, if available, should serious problems

## **Optional Tours**

PFL may offer optional tours. These tours shall be subject to these Terms and Conditions. Any separate agreements relating to these tours including but not limited to any assumption of risk and/or release forms shall be integrated into and shall be governed by these Terms and Conditions and its Dispute Resolution / Mandatory Binding Arbitration provision.

## **Baggage**

Owners bear all risk of loss, damage or theft to their baggage and personal belongings.

## **Marketing Materials and Illustrative Photos**

PFL endeavors to illustrate the Services it offers using photographs or illustrations that provide a realistic representation of the Services. However, please note that photographs and illustrations appearing in descriptions are for illustrative purposes only. They are not contractual nor are they to be construed as guarantees of the conditions of the Services pictured at the time of your Trip.

## **Air Transport**

### **i. General conditions**

governing air transport PFL’s responsibilities in respect to air travel are limited by the relevant airline’s Contract of Carriage. All airline Contracts of Carriage are available for



view publicly on their websites and at their office branches. PFL is not able to specify the type of aircraft to be used by any airline or guarantee seat assignments. In addition, PFL is not responsible for losses due to cancelled flights, seats, or changed flight itineraries. Airlines retain the right to adjust flight times and schedules at any time, and these changes may include a change in the airline you fly, your aircraft type or destination. Such alterations do not constitute a significant change to your Trip Itinerary. If an airline cancels or delays a flight, you should work with the airline to ensure you arrive at your destination on or ahead of time. PFL will not provide any refund for Trips missed, in part or full, due to missed, cancelled or delayed flights, or other flight irregularities including, without limitation, denied boarding whether or not you are responsible for such denial. Airline flights may be overbooked. A person denied boarding on a flight may be entitled to a compensatory payment or other benefits from the airline. The rules for denied boarding are available at all ticket counters in your Contract of Carriage. The airline fulfilling your reservation may change from the airline displayed on our website. The Airlines concerned and their agents and affiliations are not responsible for any act or omission when passengers are not on their aircraft.

ii. Flight Times The flight times given by PFL are for general guidance only and are subject to change. Up-to-date flight times will be shown on the tickets. Traveler must check the tickets very carefully immediately upon receipt of the latest timings.

iii. Failure to Check-in Failure to check-in for a flight on the outward journey (on a charter or scheduled flight) will automatically result in cancellation of the return flight by the airline. We would encourage you to contact us on the date of departure if you wish us to keep the return flight open; this decision remains at the discretion of the airline company.

iv. Flight Connections If any booked flight connecting with your outbound or inbound flight is cancelled or delayed, the airlines reserve the right to provide that transport by any other means (coach/bus, train, etc.). If you organize your own connecting transport with the arrangements booked with PFL, we would advise that you reserve flexible or refundable tickets in order to avoid the risk of any financial loss. You are also advised not to make any important appointments for the day following your return date. PFL cannot accept responsibility for the consequences of delays (such as a cancelled scheduled flight) in the context of connecting transport organized by you.

v. Non-Use of Flight Segments You agree not to purchase a ticket or tickets containing flight segments that you will not be using, such as a "point-beyond", "hidden-city", or "back-to-back tickets". You further agree not to purchase a roundtrip ticket that you plan to use only for one-way travel. You acknowledge that the airlines generally prohibit all such tickets, and therefore we do not guarantee that the airline will honor

your ticket or tickets. You agree to indemnify PFL against any airline claims for the difference between the full fare of your actual itinerary and the value of the ticket or tickets that you purchased.

vi. Luggage PFL assumes no liability for any loss or damage to baggage or personal effects, whether in transit to or from a Trip, or during a Trip. The airline is liable to you for the baggage you entrust to it only for the compensation contemplated in the international conventions and relevant statutes. In the event of damage, late forwarding, theft or loss of luggage, you should contact the your airline and declare the damage, absence or loss of your personal effects before leaving the airport, and then submit a declaration, attaching the originals of the following documents: the travel ticket, the baggage check-in slip, and the declaration. It is recommended that you take out an insurance policy covering the value of your items. Additional and oversized baggage fees: Most airlines have their own policy regarding luggage. We recommend that you check with your airline ahead of time for any weight restrictions and additional charges relating to checked baggage. You will be responsible for paying to the airline any additional charges for checked or overweight baggage, including, but not limited to, golf bags and oversized luggage. If you exceed the weight limit set by your airline, and excess weight is permitted, you must pay a supplement directly to the airline at the airport.

vii. Problems related to the issuance of e-tickets As of June 1st, 2008, the International Air Transport Association (IATA) has imposed rules with regard to the issuing of air travel tickets. As of that date, travel agencies and airlines have an obligation to only issue travel tickets via electronic means (i.e. electronic ticket or "e-ticket"). Due to technical constraints to do with airline's restrictions in relation to certain requirements (infants under the age of 2, inter-airline agreements, groups, etc.), it may be impossible to issue an electronic ticket. Therefore, though a flight may be shown as available, it might prove impossible for us to honor your reservation. This situation, which is outside our control, will not result in liability on our part. If we cannot issue you an e-ticket, we will contact you to propose an alternative route solution. This could involve a different tariff and/or additional costs for which you would be responsible. In the event of the absence of an alternative solution, your refusal to pay any tariff difference, or if the issuance of tickets proves impossible, we would be forced to cancel your reservation at no cost to you. We will provide you with a full refund within 30 days after determining that there is no alternative solution possible.

### **Medical Emergencies**

The quality of medical personnel and facilities vary from region to region and cannot be controlled by PFL. In some parts of the world, substandard medical care is common and unavoidable. Hospital facilities are often unavailable and evacuation can be

prolonged, difficult and expensive. PFL is not responsible for the costs of any medical treatment you may require during a Trip and assumes no liability regarding provision of medical care or lack thereof that you may receive while on the Trip. YOU ARE RESPONSIBLE FOR RISKS ASSOCIATED WITH, AND COSTS, OF ANY AND ALL MEDICAL TREATMENTS AND EVACUATIONS YOU MAY REQUIRE OR RECEIVE DURING YOUR TRIP. Traveler releases PFL from any liability relating to any such medical care, whether secured by a Service provider on behalf of Traveler, or otherwise, and agrees to be responsible for any and all expenses incurred for said medical care.

### **Local Customs, Laws, and Travel Risks**

Some Travelers will be traveling to foreign countries, with different customs, standards, laws and risks than those Travelers are accustomed to. Traveler understands that they must be prepared to cope with the unexpected, with local customs and shortages, with the vagaries of weather, travel and mankind in general. As such, Traveler acknowledges and accepts the risks associated with travel in a foreign country and agrees to release and hold PFL harmless for any such problems experienced while participating in their Trip. All Travelers must obey the local laws and regulations of the places they visit on their Trip, including their medicinal and/or recreational drug laws and restrictions regarding alcohol consumption. PFL is not liable or responsible for any damages, costs and/or added expenses incurred as a result of Traveler's failure to obey any local, provincial or federal laws. Although most travel to participating destinations is completed without incident, travel to certain areas may involve greater risk than others. You assume sole responsibility for your own safety at any destination traveled to. PFL cannot not guarantee your safety at any time, and assumes no responsibility for disseminating information to you relating to risks associated with your destination(s). BY OFFERING OR FACILITATING TRAVEL TO CERTAIN DESTINATIONS, WE DO NOT REPRESENT OR WARRANT THAT TRAVEL TO SUCH POINTS IS ADVISABLE OR WITHOUT RISK, AND WE SHALL NOT BE LIABLE FOR DAMAGES OR LOSSES THAT MAY RESULT FROM TRAVEL TO SUCH DESTINATIONS.

### **Use of Information**

PFL may occasionally use statements and testimonials provided by Travelers, and/or Travelers' photographs, in marketing materials, on the internet (including social media), and in print publications and advertisements to promote PFL. You fully consent to such use of your statements and/or photographs, images, or other likenesses, for marketing or promotional purposes without the payment of any compensation to you, and grant PFL a non-revocable license for said use.

## **Force Majeure**

PFL shall not be responsible for failure to perform any of its obligations under this Agreement during any period in which such performance is prevented or delayed due to Force Majeure. "Force Majeure" refers to any event beyond PFL's reasonable control, including but not limited to severe weather, fire, flood, mudslides, earthquakes, war, labor disputes, strikes, political unrest, natural or nuclear disaster, epidemics, World Health Organization's advisories and/or alerts, Center for Disease Control's advisories and/or alerts, U.S. State Department's advisories and/or alerts, any order of any local, provincial or federal government authority, interruption of power Services, terrorism or any other causes beyond the control of PFL or deemed by PFL to constitute a danger to the safety and well-being of Travelers. PFL reserves the right to cancel any Services described in a Trip Itinerary due to Force Majeure.

## **Seller of Travel Registration Information**

i. California Registration Info: CST# 2135329. PFL is registered with the California Department of Justice. Registration as a seller of travel does not constitute approval by the State of California. California law requires certain sellers of travel to have a trust account or bond to protect consumer's money. This business has a trust account.

ii. Florida Registration No. ST41464

iii. Iowa Registration No. 1481

iv. Hawaii Registration No. TAR-6113

## **Notices**

Any notices required or permitted hereunder shall be given: a. If to PFL, via certified mail, return receipt requested, addressed to: Pacific For Less P.O. Box 397, Kihei HI 96753 Or via fax at: 808-495-0534 Or via email to: info@pacificforless.com b. If to Traveler, at the email or physical address provided by Traveler during the registration process. c. Such notice shall be deemed given: upon personal delivery; if sent by electronic mail, upon confirmation of receipt; or if sent by certified or registered mail, postage prepaid, three (3) days after the date of mailing.

## **Traveler Complaints**

If Traveler has a complaint about any of their Trip, please bring it to the attention of PFL at the appropriate time so that we may use our best endeavors to rectify the situation. It is only if PFL is made aware of any problems that there will be the

opportunity to put things right. Should the problem remain unsolved, a complaint must be made in writing to PFL within 30 days of the completion of your Trip.

### **Mandatory Arbitration / Forum / Choice of Law**

These Terms and Conditions and the relationship between you and PFL will be governed by the laws of the State of Hawaii without regard to its conflict of law provisions. You and PFL shall attempt in good faith to resolve any dispute concerning, relating, or referring to a Trip, any Services sold by us, PFL' website, any literature or materials concerning PFL, and these Terms and Conditions or the breach, termination, enforcement, interpretation or validity thereof, (hereinafter a "Dispute") through preliminary negotiations. If the Dispute is not resolved through good faith negotiation, all Disputes shall be resolved exclusively by binding arbitration held in Kahului, Hawaii and presided over by one (1) arbiter. The arbitration shall be administered by JAMS or a similar ADR organization pursuant to JAMS Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. The arbitrator's decision shall be final and binding and judgment may be entered thereon. In the event a party fails to proceed with arbitration the other party is entitled of costs of suit including a reasonable attorney's fee for having to compel arbitration. Nothing herein will be construed to prevent any party's use of injunction, and/or any other prejudgment or provisional action or remedy. Any such action or remedy shall act as a waiver of the moving party's right to compel arbitration of any dispute. You and PFL agree to submit to the personal jurisdiction of the federal and state courts located in Kahului, Hawaii with respect to any legal proceedings that may arise in connection with, or relate to, our Binding Arbitration clause and/or a Dispute. Traveler and PFL agree the exclusive venue for any and all legal proceedings that may arise in connection with, or relate to, our Binding Arbitration clause and/or a Dispute, shall be the federal and state courts located in Kahului, Hawaii, and to irrevocably submit to the jurisdiction of any such court in any such action, suit or proceeding and hereby agrees not to assert, by way of motion, as a defense or otherwise, in any such action, suit or proceeding, any claim that (i) he, she or it is not subject personally to the jurisdiction of such court, (ii) the venue is improper, or (iii) this agreement or the subject matter hereof may not be enforced in or by such court. YOU RECOGNIZE, BY AGREEING TO THESE TERMS AND CONDITIONS, YOU AND PFL ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION WITH RESPECT TO THE CLAIMS COVERED BY THIS MANDATORY BINDING ARBITRATION PROVISION.

### **Indemnification and Release**

Except as otherwise set forth herein, Traveler hereby releases PFL from any and all liability, loss, expense, damages, or claims arising out of or resulting from Traveler's

participation in a Trip, whether caused by the negligent or reckless conduct of Traveler, a Service Provider, a provider of Accommodations, another third party, or otherwise. Traveler hereby also agrees to indemnify, defend and hold harmless PFL from and against any and all damages, losses, claims, liabilities, deficiencies, costs, fees (including reasonable attorneys' fees) and expenses, arising out of any claim brought against PFL regarding, resulting, or arising from Traveler's participation in a Trip or Traveler's performance of this Agreement.

### **Modification of Our Terms and Conditions**

Our Terms and Conditions may be amended or modified by us at any time, without notice, on the understanding that such changes will not apply to Trips booked prior to the amendment or modification. It is therefore essential that you consult and accept our Terms and Conditions at the time of making a booking, particularly in order to determine which provisions are in operation at that time in case they have changed since the last time you made a booking with PFL or reviewed our Terms and Conditions.

### **Severability and Survivability**

If any provision, or portion of a provision, in these Terms and Conditions shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable and shall not affect the validity and enforceability of any remaining provisions. Traveler and PFL agree to substitute for such provision a valid provision which most closely approximates the intent and economic effect of such severed provision. Notwithstanding any other provisions of these Terms and Conditions, or any general legal principles to the contrary, any provision of these Terms and Conditions that imposes or contemplates continuing obligations on a party will survive the expiration or termination of these Terms and Conditions.

### **Assignment**

Traveler may not assign his rights or obligations hereunder without the prior written consent of PFL. Waiver, Etc. No delay or failure by either party to exercise or enforce at any time any right or provision hereof will be considered a waiver thereof of such party's rights thereafter to exercise or enforce each and every right and provision hereof. No single waiver will constitute a continuing or subsequent waiver. PFL does not guarantee it will take action against all breaches of these Terms and Conditions. No waiver, modification or amendment of any provision hereof will be effective unless it is in a writing signed by both the parties