

DK Tours Booking Terms and Conditions

DK Tours is a full-service tour operator offering unique and highly customized tours to our clients. The terms "we", "us", "our", and "DK Tours" refer to DK Tours LLC, a limited liability company organized and existing under the laws of the State of Connecticut. The term "you", "participant" or "traveler" refers to the traveler making a booking with us and all members of your group.

CONTRACT. We draw your attention to the terms and conditions of travel below, and these terms and conditions, including without limitation our Privacy Policy (found here: <https://www.dktoursllc.com/privacy>) as well as all brochures, documents, correspondence and the terms and conditions of our suppliers, form the basis of our contract with you (the "Agreement"). Before making a booking with us you must ensure that you have read and understood these terms and conditions (raising any questions you may have with us). **Please be aware that these terms and conditions contain waivers of liability as well as waiver of class action and venue selection and notice clauses.** By asking us to confirm your booking you are accepting all of the terms and conditions laid out below and acknowledging that you have read the terms of this contract and agree with it. If you do not agree to these terms and conditions or any other aspect of our Agreement, then you must not make a booking or engage in any travel or tour with us.

If you are making a booking as a group, the leader of the group is responsible for sharing these terms and conditions with all members of the group and is financially responsible for the booking. We will not be liable for a group leader's failure to share these Terms with all travelers in their group.

You represent and warrant that (a) you are of sufficient age to use our services and website and can create binding legal obligations in connection with your use, (b) you are legally authorized to act on behalf of those you represent and accept these terms and conditions on their behalf, and (c) the information supplied by you or members of your group is true and correct.

VIOLATIONS BY YOU. You agree that any violation of any such terms and conditions may result in (a) the cancellation of your reservation or purchase, (b) your forfeiture of any monies paid for your reservation or purchase, and (c) you being denied access to the applicable travel related product or service.

CHANGES TO THESE TERMS AND CONDITIONS. DK Tours reserves the right, in our sole discretion, to change these terms and conditions at any time. Updated versions of the terms and conditions will be posted here on this website and are effective immediately on posting. If we make material changes, we will notify you. Please check frequently, especially before you make a booking, to see if these terms and conditions changed. Your continued use of our services including continuing to use or maintain any bookings after any changes to the terms and conditions constitutes your consent to the changes.

COVID 19 RELEASE OF LIABILITY. By booking a tour at this time, you acknowledge the highly contagious nature of COVID-19 and all other diseases (collectively, “Diseases”) and voluntarily assume the risk for yourself and any minors traveling with you, that you or they may be exposed to or infected by Diseases by traveling and that such exposure or infection may result in personal injury, illness, permanent disability, and death even if such injuries or losses occur in a manner that is not foreseeable at the time you book your tour. You acknowledge that exposure to such Diseases is an inherent risk of traveling, that cannot be controlled or eliminated by DK Tours.

You acknowledge that due to the uncertainty of travel at this time, your tour may be postponed or cancelled or changes may be made to itineraries due to closures of certain sites or activities, for which there may be no refund. You may also be required to quarantine upon arrival in some locations. Some locations may require you to have a vaccination. You are responsible for understanding these requirements and must not rely on DK Tours to provide these details. You understand that you may become sick before, during, or after the tour and may not be able to travel and such cancellation or interruption will be subject to our cancellation terms below, for which we will not be liable.

You agree that due to uncertainty caused by Diseases, DK Tours has strongly encouraged the purchase of travel protection coverage including cancel for any reason coverage if and when available, and that should you fail to purchase travel protection coverage, DK Tours shall not be liable to any losses howsoever arising.

You, for yourself, and any minors traveling with you, and on behalf of your and their heirs, assigns, personal representatives and next of kin (The Releasers), HEREBY RELEASE, AND HOLD HARMLESS DK Tours, its members, officers, agents, and/or employees, suppliers, and other tour members (RELEASEES), of from and against any and all claims, damages, demands, losses, and liability arising out of or related in any way, in whole or in part to any POSTPONEMENT, CANCELLATION, CHANGES, INJURY, DISABILITY, DEATH OR ANY OTHER LOSS you may suffer due to exposure, infection, spread, closure, and travel restrictions related to Diseases, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law. The terms of this HOLD HARMLESS AND RELEASE OF ALL LIABILITY paragraph, shall survive any termination or cancellation of this Contract, whether by operation of law or otherwise.

BOOKING/PAYMENT. When you are ready to start your next travel adventure simply contact us either by email, phone or by filling out the contact information on our website. Prices are quoted per person and payments are due as more particularly described in your particular itinerary/invoice or the applicable tour’s webpage. Your booking will be confirmed upon receipt of the completed registration form and deposit or, if you so choose, payment in full. After booking you will receive your itinerary, an invoice with payment information and/or installment information, and other important travel information. The invoice will contain a breakdown of the elements of your booking and your deposit and can either be paid in full upon receipt or in installments as described in the invoice. This invoice is subject to change until you receive confirmation that your travel is booked. All Deposits are NON-REFUNDABLE, unless stated otherwise in the Terms & Conditions of the Supplier.

Your contract for airfare is with the carrier and subject to its terms and we will not be liable for any change fees or cancellation fees or other additional cost you incur with the air carrier.

Upon booking, we will provide you with instructions for payment. You must make all payments in full and on time. All checks must be made payable to DK Tours. If payments are not received when due, we reserve the right to cancel your travel and apply the cancellation charges set out in the cancellation section below. Failure to make a payment may result in the cancellation of your travel. In such a case this would be considered a cancellation by you and the cancellation terms and fees as described below would be in effect.

Once payment in full for your trip is processed, you will receive i) a receipt and ii) a checklist of items for you to review travel documents. Please review documents carefully and promptly as we will not be responsible for any errors. It is your responsibility to review all travel documentation and alert us as soon as possible with any corrections.

CREDIT CARD BOOKINGS. While we do accept major credit cards including Visa, Mastercard, American Express and Discover, travelers must provide to us a click or signed authorization for every transaction for your trip. Your authorization is an agreement for us to charge your card and an acknowledgement and agreement to these terms and conditions including the cancellation terms. As such you agree not to make any improper chargebacks.

In certain cases, you have the ability to dispute charges with credit card companies ("chargebacks"). Before initiating a chargeback, we ask you first to call us to discuss any questions or concerns about our charges. We will work with you in attempting to resolve your concerns. By using our service to make a reservation, you accept and agree to our cancellation policy. DK Tours retains the right to dispute any chargeback that is improper and recover any costs, including attorney's fees related to improper chargebacks. Additionally, in the event of an improper chargeback, we retain the right to cancel any travel reservation related to that improper chargeback. The following chargeback scenarios are improper and we retain the right to investigate and rebut any such chargeback claims:

- Chargebacks resulting from non-cancellable reservations, whether or not the reservation is used.
- Chargebacks resulting from charges authorized by family, friends, associates or other third parties with direct access to your credit card. This does not include credit card fraud.
- Chargebacks arising from inconsistency or inaccuracy with regard to the supplier's product description.
- Chargebacks resulting from force majeure or other circumstances that are beyond the control of DK Tours or the supplier.
- Chargebacks resulting because you do not agree with the cancellation policy.

PRICE AND RATE CHANGES. The price of your itinerary will be based on known costs at the date of issue of the itinerary. All prices we advertise are accurate at the date published, but we reserve the right to change any of those prices from time to time. Prices include a cost for local taxes that are

estimated at the date of publication. At the time of booking confirmation, we will provide you with an invoice reflecting the current price.

We reserve the right to add a supplement to your travel prices should our costs of supplying your travel increase, until we receive your full payment. Any increase to your travel price will be as the result of changes in our costs of supplying your travel resulting from changes by our suppliers, dues or taxes payable locally, currency fluctuations and government action. If our costs to supply your travel increases, we reserve the right to increase the price of your travel and will forward a new Invoice reflecting any changes made. After full and final payment your price is locked in.

We reserve the right to make changes to and correct errors in advertised prices at any time before your travel is confirmed. We will advise you of any errors of which we are aware and of the then applicable price at the time of booking.

WHAT'S INCLUDED IN YOUR TOUR

Accommodations

Accommodations are provided as detailed in your itinerary. Special requests such as single rooms, lower floors, connecting rooms and smoking preference, must be made at the time of booking. While we will make reasonable efforts to communicate your requests to the supplier, such requests are not guaranteed and are at the discretion of the supplier. There may be additional charges for such requests which will be solely the expense of the guest making the request.

Travelers should be aware that hotel room sizes, standards and facilities can vary regionally and are often different from standards in the United States. This can include difference in bed sizes and room sizes, bathroom amenities, amenities such as air-conditioning and compliance with other standards such as ADA and wheelchair accessibility. One of the joys of international travel is experiencing different cultures and different ways of life so we hope that you will accept these differences with grace and a sense of adventure.

DK Tours reserves the right, if necessary, to substitute other similar hotels for hotels listed on your itinerary. Such substitutions may be made at any time and without prior notice. We cannot be held responsible for hotel over-bookings; should such occur, we will undertake to find similar accommodations in the same area. Such substitutions are in DK Tours' sole discretion and no refunds will be offered for changes in accommodations.

While we exercise due diligence in the selection of our partners, hotel and other accommodation profiles are based on information provided to us by the supplier. This includes images and descriptions of the properties and rooms. Additionally, travelers should be aware that star ratings or similar systems are based on country classifications and therefore can differ. While DK Tours does its best to maintain current and accurate information regarding these suppliers, we cannot be held responsible for any inaccuracies in supplier descriptions, amenities, or images.

Meals

Meals are as indicated in the itineraries. Special diets should be requested at the time of booking; however, it may not be possible for special diets to be catered to in some of the destinations we feature. For safety and liability reasons, DK Tours and its representatives cannot be responsible for directly accommodating any food allergies, or dietary requirements and restrictions, and is not responsible for any issues or problems associated with the same. We will advise the hotels of your request but we cannot guarantee their availability.

Sightseeing/Activities

Sightseeing tours and activities are included as indicated in the itineraries.

Round-trip Airfare

Roundtrip airfare may be included if explicitly described in your itinerary. We bring to your attention the importance of accuracy. Names provided to secure reservations must match travelers' passport. Middle names are not required to appear on airline tickets. Date of birth and complete passport details are required. Any minor name corrections advised after airline tickets have been issued will incur fees. Not all name corrections will be permitted by airlines and may require the purchase of a new ticket. For domestic air travel, you must adhere to the airline's requirements for Real ID's. Travelers voluntarily assume full and sole responsibility for any and all risks and/or costs involved with failure to report any errors and/or omissions to documentation.

Changes to Itineraries

DK Tours reserves the right to make changes to its published itineraries which we deem insignificant and are due to reasons beyond our control. In such cases, we will arrange for the substitution of comparable services.

While no changes are anticipated, there may be occasions when certain alterations become necessary. These can be due to religious holidays, national celebrations, or unforeseen events including weather, governmental closures, acts of God, or any other reason. DK Tours reserves the right to change the itinerary due to such unforeseen circumstances or emergencies. Additionally, historic sites undergo renovations from time to time which can obscure viewing or otherwise change the nature of visiting these sites. No tours will be cancelled due to renovations, although DK Tours may choose to amend itineraries for such sites. These changes will not be considered a material changes and will not be considered cause for cancellation by the guest.

If we or our suppliers suggest alternate activities in place of a planned stop or in case of leisure time, such suggestions do not constitute our endorsement. In such a case you will be subject to the terms and conditions of the supplier of the activity and your only recourse in case of damage will be against the supplier of the alternate activity.

What's Not Included

Any items and matters not referred to in your itinerary are not included in the tour price. This can include, but is not limited to items such as international air travel, transfers, checked and/or excess baggage; passport and visa fees; trip protection and/or insurances of all kinds; gratuities if not listed on

your itinerary; laundry; phone calls; minibar; gratuities and tips; beverages and meals not detailed in the itinerary; Optional Experiences; and all items of a personal nature. Additional taxes and surcharges may be collected by foreign governmental and non-governmental entities. The price does not cover costs and expenses, including your return home, if you leave the tour whether of your own volition, our decision based on behavior that disrupts the trip, due to illness, action by any government or other reason. This list is illustrative and not a complete list of every item not included.

No Transfers

DK Tours does not offer transfers, including transfers to/from the airport. You are solely responsible for all transfers, and must be on time for all transfers. There will be no refund for missed or unused transfers and DK Tours shall not have any responsibility or liability in connection with any transfers.

International air travel is not included in the price of any tour unless we specifically advise you otherwise in writing that we have engaged an independent third party intermediary supplier to handle your airfare. You must make independent international air travel reservations related to your booking. Regardless of whether your airfare is international or domestic, your contract for airfare is with the air carrier and subject to its terms and conditions and we will not be liable for any change fees or cancellation fees or any other additional costs you incur with the air carrier.

Non-Operation of Group Tours

All tours are based on a minimum number of participants. DK Tours makes every effort to ensure that tours meet their minimum requirements. However, if the tour drops below the minimum number of participants cancellation of the tour may occur at the sole discretion of DK Tours. In such case, guests will be advised at least 45 days prior to departure. DK Tours reserves the right to change the departure date. We may offer alternative tour dates or other travel arrangements. You may choose to accept these arrangements or to cancel your booking, in which case a full refund will be provided. Any air cancellation will be in accordance with the terms of the carrier and DK Tours will not be liable for the carrier's refusal to make any refund whatsoever. In such case DK Tours will not be liable for any additional costs incurred outside of the tour prices such as visa and passport fees, travel insurance or any other purchases made by the guest in anticipation of the tour.

Changes and Cancellations

Changes by Traveler

Since changes are considered canceled services, additional cancellation penalties may apply. Changes are subject to additional hotel charges based on availability and may incur additional fees. Changes to airfare are subject to the carrier's terms and conditions.

Cancellation

As described above, DK Tours is required to pay all suppliers well in advance of your tour date. This includes but is not limited to hotel accommodations, meals, tickets, transportation, etc. All suppliers have their own cancellation policies, which apply to your booking. Should a cancellation become necessary, please inform DK Tours immediately in writing and request a written confirmation of your cancellation. Upon receipt, DK Tours will follow industry procedures for any applicable refunds as outlined in the supplier's terms and subject to their review. If you are entitled to a refund, please note

that the supplier is responsible for this refund, not DK Tours. Suppliers may choose to provide a travel voucher or credit in lieu of refund. We are not responsible for a supplier's failure to pay a refund or for supplier bankruptcy or insolvency. Upon determining that you are entitled to a cancellation/refund pursuant to these terms and conditions, DK Tours will promptly issue an instruction to its payment processor to issue the refund. DK Tours does not control its payment processor and will not be able to expedite any refunds.

In addition, cancellation charges will apply. Cancellation charges are expressed at a percentage of quoted price as follows:

Cancellations 50 days or more prior to departure will receive a full refund.

Cancellations 49-30 days prior to departure will be charged 50% of total tour cost.

Cancellations 29 days or less will receive no refund.

Credit card and processing fees will not be refunded.

If the reason for cancellation is covered under the terms of your travel protection plan you may be able to reclaim these charges, for this reason we strongly encourage the purchase of a travel protection plan including additional cancel for any reason coverage.

Airline tickets are governed by the air carriers' terms and we are not responsible for any air carrier's decision regarding refund.

Cancellation of Changes by DK Tours

We reserve the right to cancel or reschedule any departure for any reason. If we cancel, except in the case of a force majeure event, we will offer alternate arrangements. We may at our sole discretion offer travel vouchers or refunds in accordance with the cancellation schedule above. Guest is responsible for any additional costs for air tickets or other travel arrangements not made by us.

If between planning time and/or during actual travel, circumstances require changes, DK Tours and its suppliers, reserve the right to cancel or vary any itinerary and substitute components of any tour, including but not limited to hotels and accommodations of comparable quality, if air schedule or surface transportation charges, security matters, and/or other events make such alterations necessary. Suppliers may substitute transportation equipment depending on any variety of factors, including the volume of passengers on the tour. Sightseeing Tours may be altered as described above. DK Tours cannot be held responsible for any closures, necessary itinerary changes, or curtails for any reason. These changes and/or substitutions will not be considered material changes and will not be considered cause for cancellation by the traveler. Normal cancellation penalties still apply to the tour that has been changed.

NO REFUND FOR UNUSED ARRANGEMENTS. As DK Tours' prices are based on contract rates, there will not be any refund for any unused portion of a travel booking. If you cancel while the trip is in progress, there is no refund for the unused portion.

FORCE MAJEURE. DK Tours assumes no liability for, any loss, damage, delay, or cancellation resulting in whole or in part from an Act of God or any other force majeure condition, including, without limitation: fire, volcanic eruption, hurricane, environmental pollution or contamination, inclement weather, earthquake, low or high water levels, flood, water or power shortages or failures, tropical storms or hurricanes, riots or civil commissions or disturbances, and any other acts of a similar nature, sabotage, arrests, strikes or labor disruptions, restraint of rulers or peoples, expropriations, acts of terrorism, war, insurrection, quarantine restrictions, government health advisories, epidemics, pandemics, or warnings or alerts of any kind of nature, government seizures, refusal or cancellation or suspension or delay of any government authority or any license, permit or authorization, damages to its facilities or the travel supplier and its facilities, or any other unforeseen circumstances or any other factors unforeseen by DK Tours that impacts negatively on, or hampers, its ability to fulfill any of its contractual conditions. In the circumstances amounting to force majeure, we will not be required to refund any money to you, although if we can recover any monies from our suppliers, we will refund these to you without any charge by DK Tours.

TRAVEL PROTECTION. Travel Protection Coverage is not included. However, it is the traveler's responsibility to protect their purchases. For this reason, travel insurance and additional cancel for any reason coverage is strongly recommended. Such plan should cover Trip Cancellation or Interruption, Medical Expense, Emergency Evacuation/Repatriation, and Baggage. Travel protection plans can help protect you in the event of loss of non-refundable trip deposits and payments that result from cancellation or trip interruption (due to a covered reason such as injury or illness before or during the trip). It also helps with reimbursement for medical emergency costs (including very costly medical evacuation costs), missed connections and baggage loss. Travel Protection Plans including cancel for any reason coverage must be purchased at the time you sign up for your tour.

DK Tours is not qualified to answer technical questions about the benefits, exclusions, and conditions of travel insurance plans. DK Tours cannot evaluate the adequacy of the prospective insured's existing insurance coverage. If you have any questions about your travel protection, call your insurer or insurance agent or broker.

Certain countries have a requirement for foreign visitors to have valid medical insurance on entry. DK Tours cannot be held responsible for denied entry if a traveler is unable to provide details to authorities of insurance or denial of entry for any reason. Declining to purchase an adequate travel protection plan could result in the loss of your travel cost and/or require more money to correct the situation. You also acknowledge that without this coverage, there may be no way to recoup any losses, costs or expenses incurred. **If you choose to travel without adequate coverage, we will not be liable for any of your losses howsoever arising, for which trip protection plan coverage would otherwise have been available.**

DESTINATIONS AND DOCUMENTATION. Travel to certain destinations may involve greater risk than others. DK Tours urges Travelers to remain informed on a daily basis as to current news, 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 conditions in various

countries and the level of risk associated with travel to particular international destinations can be found at <http://www.state.gov>, and <http://www.cdc.gov>. In addition, you should consult with government websites to ensure that you are in compliance with all requirements for admittance into that country, including Disease-related requirements, as well as understanding local laws that govern travel within a country, such as medical tests and tracking. **It is your responsibility to be aware of any and all requirements for admittance to a country or state, including any Disease-related requirements. Should you choose to travel to a country that has been issued a travel warning or advisory, DK Tours will not be liable for damages or losses that result from travel to such destinations.**

It is the responsibility of each traveler to obtain and carry a valid passport, visa(s), inoculations, and all other documents required by applicable government regulations. For up-to-date requirements US citizens should visit www.travel.state.gov. When travelling domestically within the USA or internationally, the U.S. Transportation Security Administration (TSA) and U.S. Department of Homeland Security (DHS) advise that everyone carry at least two forms of acceptable identification in order to board a flight, found here: <http://www.tsa.gov/traveler-information/acceptable-ids>. DK Tours 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 date of entry. Non-USA citizens may require additional documentation. Children and infants also require all such 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.

Recommended inoculations for travel may change and you should consult your practitioner for current recommendations before you depart. It is your responsibility to ensure that you meet all health entry requirements, obtain the recommended inoculations, take all recommended medication, and follow all medical advice in relation to your trip. Inoculation requirements can be found on the Center for Disease Control website at <https://www.cdc.gov/>.

You acknowledge any failure to strictly comply with these requirements may result in denied boarding or an undue delay at an airport security checkpoint causing traveler to miss flight(s), and subsequent scheduled travel bookings tours. DK Tours bears no responsibility for advising and/or obtaining required travel documentation for you, or for any delays, damages, and/or losses including missed portions of your vacation related to improper documentation or government decisions about entry.

INSECTICIDE NOTICE. Travelers are encouraged to check the list of countries that require airlines to treat the passenger cabin with insecticides prior to the flight or while on the aircraft on the U.S. Department of Transportation's Web site, as this list is updated from time to time: <http://www.dot.gov/office-policy/aviation-policy/aircraft-disinsection-requirements>.

NON-RESPONSIBILITY; LIMITATION OF LIABILITY; CAP ON DAMAGES.

DK TOURS AND ITS EMPLOYEES, SHAREHOLDERS, AGENTS, AND REPRESENTATIVES USE THIRD PARTY SUPPLIERS TO ARRANGE PROGRAMS, EVENTS, ACTIVITIES AND ALL OTHER SERVICES AND PRODUCTS RELATED TO YOUR TOUR ("SUPPLIERS"). WE ARE AN INDEPENDENT CONTRACTOR AND ARE NOT EMPLOYEES OR AGENTS OR

REPRESENTATIVES OF ANY SUPPLIERS. WE DO NOT OWN, MANAGE, OPERATE, SUPERVISE, OR CONTROL ANY TRANSPORTATION, VEHICLE, AIRPLANE, HOTEL OR RESTAURANTS, OR ANY OTHER ENTITY THAT SUPPLIES SERVICES RELATED TO YOUR TRIP. ALL SUPPLIERS ARE INDEPENDENT CONTRACTORS AND ARE NOT AGENTS OR EMPLOYEES OR REPRESENTATIVES OF OURS. ALL TICKETS, RECEIPTS, COUPONS, AND VOUCHERS ARE ISSUED SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED BY EACH SUPPLIER, AND BY ACCEPTING THE COUPONS, VOUCHERS, AND TICKETS, OR UTILIZING THE SERVICES, ALL TRAVELERS AGREE THAT NEITHER DK TOURS, NOR ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES ARE OR MAY BE LIABLE FOR ANY LOSS, INJURY, DEATH, ACCIDENT, DELAY, IRREGULARITY, OR ANY OTHER DAMAGES OR EXPENSES TO ANY TRAVELER OR THEIR BELONGINGS, OR OTHERWISE, IN CONNECTION WITH ANY SERVICE SUPPLIED OR NOT SUPPLIED RESULTING DIRECTLY OR INDIRECTLY FROM ANY OCCURRENCE BEYOND OUR CONTROL. WE ASSUME NO RESPONSIBILITY OR LIABILITY AND WILL MAKE NO REFUND IN THE EVENT OF ANY DELAY, CANCELLATION, OVERBOOKING, SCHEDULE CHANGE, CESSATION OF OPERATIONS, LABOR DISPUTE, STRIKE, ACTS OF GOVERNMENT, ACTS OF WAR, TERRORISM, DISEASES, PANDEMIC, QUARANTINE, WEATHER OR OTHER FORCE MAJEURE EVENT OR OTHER CAUSE BEYOND OUR DIRECT CONTROL (EXCEPT TO THE EXTENT REQUIRED UNDER APPLICABLE CONSUMER PROTECTION LAW). WE HAVE NO RESPONSIBILITY FOR ANY ADDITIONAL EXPENSE, OMISSIONS, DELAYS, OR RE-ROUTING CAUSED BY ANY ACTS OR OMISSIONS OF ANY SUPPLIER OR GOVERNMENTAL AUTHORITY. THE FACT THAT WE INCLUDE OR OFFER ANY PRODUCT OR SERVICE THROUGH OUR VACATION PROGRAM AND/OR CERTAIN TRAVEL-RELATED SERVICES DOES NOT MEAN WE ARE ENDORSING OR RECOMMENDING SUCH PRODUCT OR SERVICE. ANY AND ALL CLAIMS REGARDING ANY PRODUCTS AND SERVICES OFFERED THROUGH OUR TOUR ARE LIMITED TO CLAIMS AGAINST THE SUPPLIER OF SUCH PRODUCTS AND SERVICE. WE HEREBY DISCLAIM 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 PRODUCTS OR SERVICES PROVIDED BY ANY SUPPLIER, INCLUDING, WITHOUT LIMITATION, LIABILITY FOR ANY ACT, ERROR, OMISSION, INJURY, DEATH, PROPERTY DAMAGE, LOSS, ACCIDENT, DELAY, IRREGULARITY OR ANY OTHER DAMAGES OR EXPENSES WHICH MAY BE INCURRED THROUGH THE FAULT, NEGLIGENCE, OR OTHERWISE, OF SUCH SUPPLIERS AND YOU HEREBY EXONERATE US FROM ANY LIABILITY WITH RESPECT TO THE SAME. DK TOURS RESERVES THE RIGHT TO REFUSE ANY TRAVELER OR POTENTIAL TRAVELER IN ITS SOLE, ABSOLUTE AND UNFETTERED DISCRETION. **TRAVELER UNDERSTANDS AND AGREES THAT, NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, TRAVELER'S MAXIMUM RECOVERY AGAINST DK TOURS IN CONNECTION WITH ANY AND ALL POSSIBLE CLAIMS IS STRICTLY LIMITED TO FIFTY PERCENT (50%) OF THE FEE EARNED OR COLLECTED BY DK TOURS FOR YOUR SPECIFIC TRAVEL IN CONNECTION WITH YOUR TOUR.**

ASSUMPTION OF RISK/WAIVER. Traveler is aware that travel such area as traveler is undertaking on the trip may involve inherent risks, some in remote areas of the world. Inherent risks include, but are not limited to, risk of injury or death from: force majeure, motor vehicles collisions, animals, roadway hazards, slips, and falls, criminal or terrorist acts, government actions, consumption of alcoholic beverages, tainted food, or non-potable water; Diseases or pandemics; exposure to the elements, including heat, cold, sun, water, and wind; your own negligence and/or the negligence of others, including tour guides, other travelers, DK Tours and its employees, agents and/or representatives; attack by or encounter with insects, reptiles, and/or animals; accidents or illness occurring in remote places where there are no available medical services; fatigue, chill, overheating, and/or dizziness; known or unknown medical conditions, physical excursion for which you are not prepared or other such accidents; the negligence or lack of adequate training of any third-party providers who seek to assist with medical or other help either before or after injuries have occurred; accident or illness without access to means of rapid evacuation or availability of medical supplies or services; and the adequacy of medical attention once provided.

Traveler understands the description of these risks, is not complete and that unknown or unanticipated risks may result in injury, illness, or death. In order to partake of the enjoyment and excitement of this trip, traveler is willing to accept the risks and uncertainty involved as being an integral part of travel, including the risk of infection, illness and death. Traveler hereby accepts and assumes full responsibility for any and all risks and agrees to and shall hold harmless and fully release DK Tours from any and all claims associated with the trip, including any claims of third-party negligence and/or the negligence of DK Tours and traveler hereby covenant not to sue DK Tours for any such claims or join any lawsuit or action that is suing DK Tours. This Agreement also binds your heirs, legal representatives and assigns. The terms of this HOLD HARMLESS AND RELEASE OF ALL LIABILITY paragraph, shall survive any termination or cancellation of this Contract, whether by operation of law or otherwise.

INDEMNIFICATION. Traveler agrees to and shall indemnify and hold harmless DK Tours, and each of our officers, directors, employees and agents (collectively for purposes of this paragraph, “DK Tours”), from any expenses, losses, liabilities, damages, judgments, settlements and costs (collectively, “damages”) involved with or incurred by DK Tours (including, without limitation, reasonable attorneys’ fees and the advancement of same) with respect to any claims, law suits, arbitrations, or other causes of action, which result, directly or indirectly, from: (i) traveler’s breach or violation, or threatened breach or violation, of this Agreement and (ii) Any damage caused by traveler while participating in the trip.

BAGGAGE FEES. Due to continual changes in airline baggage policies, it is suggested that you inquire with your airline's website for up-to-date fees & information. DK Tours is NOT responsible for additional fees incurred for baggage or seating. Additionally, on overnight tours you are permitted only one piece of full-size luggage which will be delivered to your room, and one small carry-on bag for your personal items you wish to have on the coach.

RE-CONFIRM YOUR FLIGHT. DK Tours advises you personally to re-confirm your flight schedule within 24 hours prior to departure directly with the airline in case of any last-minute changes or delays. Most airlines allow you to check in online 24 hours prior to departure.

PRE-EXISTING MEDICAL CONDITIONS/PERSONS WITH DISABILITIES. The nature of many of the destinations we travel to means that in some cases they may be unsuitable for those who use a wheelchair or have a lack of mobility. However, we will be delighted to discuss the feasibility of your participation in any of our trips.

It is essential that you advise us before booking if you do have any disability or pre-existing medical condition which may affect your tour, or if you have any special requirements as a result of any disability or medical condition (including any which affect the booking process) so that we can assist you in considering the suitability of the arrangements and/or in making the booking. DK Tours will communicate requests to suppliers, but cannot be responsible if ADA accommodations are not available. Any accommodations provided will be at the sole expense of the traveler requiring the accommodation. Please note that accommodations outside of the USA may not be in compliance with the Americans with Disabilities Act and may not have wheelchair accessibility.

Our suppliers are, unfortunately, unable to offer additional assistance to travelers with limited mobility and all such assistance will need to be provided by whoever the traveler is traveling with. Travelers with disabilities must notify DK Tours at the time of booking of status and of the identity of their non-discounted, paid travel companion who will be responsible for providing all necessary assistance. We may request that you provide a letter from your doctor confirming your fitness to travel.

HEALTH. For the safety of our guests, DK Tours reserves the right to request health information prior to travel and to exclude any participants it deems unfit for travel at its sole discretion. If you are pregnant or expecting at or around the time of your planned travels, please inform us prior to booking. Some suppliers will not permit travel past certain gestational periods for your safety and the safety of your child/ren. If you become pregnant after booking with us, please consult with a doctor and review the supplier terms and conditions as they relate to your booking to determine whether you will be permitted or prevented from traveling. If you are denied boarding embarkation, or access to a supplier due to a pregnancy, DK Tours shall not be liable for any losses, expenses, or refunds resulting from such loss in access for you or anyone in your group.

PHOTOGRAPHIC/VIDEO LIKENESS. Traveler hereby gives consent and irrevocably grants to DK Tours a perpetual license to publish any photographs, videos and/or other media of the trip or traveler (or traveler's likeness) in printed or electronic media without obtaining further consent and without compensation. Each traveler releases DK Tours and its representatives from any liability in connection with any use of such photographs, video and/or other media.

YOUR BEHAVIOR. In the sole discretion of DK Tours and our suppliers, DK Tours may require any traveler to leave the trip if it is reasonably believed that the traveler has engaged in, is engaged in, or is threatening to engage in, behavior that may adversely affect the safety, security, comfort, enjoyment, or

well-being of other travelers or DK Tours representatives and our suppliers, including, but not limited to, behavior that is disruptive, verbally abusive, physically abusive, obnoxious, harassing, discriminatory, or obscene; or has failed or refused, or is failing or refusing, to follow DK Tours' rules and procedures. In the event a traveler is removed, such traveler may be left at any city without any liability to DK Tours or its representatives or suppliers. DK Tours shall not be required to refund any portion of the price paid by any traveler who is removed under the terms of this paragraph, nor shall DK Tours be responsible for expenses for lodging, medical care, meals, transportation, or any other expenses incurred by the traveler.

DK Tours has a strict no smoking policy on all tours.

CLASS ACTION WAIVER/LIMITATION OF DAMAGES/NOTICE OF CLAIM. You agree that you will only bring claims against DK Tours in your individual capacity and not as a plaintiff or class member in any purported class action or representative proceeding. DK Tours shall not in any case be liable for other than compensatory damages, and your payment of a deposit on a trip means that you agree to these conditions of sale and expressly waive any right to punitive damages. **You understand and agree that no claims will be considered and that you will not bring suit against DK Tours unless you have first provided a typewritten notice of claim to DK Tours within 30 days after the trip or cancellation of the trip. The terms and conditions of this Agreement shall be governed and construed under the laws of the State of Connecticut and you agree the proper venue for any claims against DK Tours shall be brought only within the State of Connecticut.**

ENTIRE AGREEMENT & SEVERABILITY. This Agreement, including any other documents we provide you in connection with your travel, including invoices, constitutes the entire agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, with respect to DK Tours. If any provision of these Terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

CONTACT US. You consent to receive electronic communications and you agree that all documents, notices, disclosures, and other communications that we provide to you electronically, via email or through text, satisfy any legal requirement that such communications be in writing.

DK Tours welcomes your questions or comments regarding your tour:

DK Tours LLC

148 Olenick Road

Lebanon, CT 06249

Email Address: info@dktoursllc.com