



IKP Travel, LLC Terms and Conditions

IKP Travel, LLC, having a principal place of business located in St. Paul, MN 55129 (hereinafter “I Know Places Travel” or “IKP Travel”, “we”, “us”, “our”) is a boutique advisory travel agency. Whether it's a quick getaway, an island-hopping private cruise or unplugging to reconnect, I Know Places Travel specializes in distinctive experiences including destination celebrations, adventure travel and luxury rejuvenation. We are excited to serve our clients (hereinafter “traveler”, “you”) and make your next trip as memorable and stress free as possible!

1. CONTRACT. We draw your attention to the Terms and Conditions of travel below, these Terms and Conditions including all brochures, documents, correspondence, and the terms and conditions of our suppliers form the basis of the contract with you. Before making a booking with us you must ensure that you have read and understood these Terms and Conditions (and ask any questions you may have). **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 the Terms and Conditions laid out below and acknowledging that you have read the Terms of this Contract and agree with it.

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 and Conditions 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.

2. 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) your being denied access to the applicable travel related product or service.

3. CHANGES TO THESE TERMS AND CONDITIONS. IKP Travel reserves the right, in our sole discretion, to change these Terms and Conditions at any time. Upon making changes, we will notify you via the email address you provide to us at booking. The current terms will apply to your booking. You must therefore be familiar with the terms in effect at the time you



book. Your continued use of our services including continuing to use or maintain any bookings after notice of any changes to the terms and conditions constitutes your consent to the changes.

4. COVID 19 RELEASE OF LIABILITY. By booking a trip at this time, you acknowledge the highly contagious nature of COVID-19 and voluntarily assume the risk for yourself and any minors traveling with you, that you or they may be exposed to or infected by COVID-19 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 trip. You acknowledge that exposure to such viruses or disease is an inherent risk of traveling, that cannot be controlled or eliminated by IKP Travel.

You acknowledge that due to the uncertainty of travel at this time, your trip 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 or proof of negative testing. Stopover countries requirements will also apply. On your return home, additional testing, requirements, or documentation may be required. You are responsible for understanding these requirements and must not rely on IKP Travel to provide these details. You understand that you may become sick before, during, or after the trip 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 COVID 19, IKP Travel 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, IKP Travel 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** IKP Travel, its owners, members, agents, and/or employees, and suppliers (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 **COVID- 19, 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.



5. SCOPE/AGENCY. IKP Travel does not provide, own, or control the travel services and products that are provided as part of your trip, such as flights, accommodations, cruise, rental cars, packages, or travel insurance (the “Travel Products”). The Travel Products are owned, controlled, or made available by vetted third parties (the “Suppliers”) such as airlines, hotels, cruise lines, and tour operators. The Suppliers are responsible for the Travel Products. The Supplier’s terms and privacy policies apply to your booking so you must agree to and understand those terms. Your interaction with any Supplier is at your own risk; IKP Travel does not bear any responsibility should anything go wrong with your booking or during your travel. Hence, as the traveler, you agree that IKP Travel acts only as agent for the traveler in acquiring transportation, hotel accommodations, cruises, sightseeing and other privileges, or services for the travelers’ benefit, and on the express condition that IKP Travel shall not be responsible for any loss, accident, injury, delay, defect, omission or irregularity which may occur or be occasioned, whether by reason of any act, negligence or default of any company or person engaged in or responsible for carrying out any of the arrangements, or otherwise in connection therewith.

6. BOOKING/PAYMENT. If you are wondering how to get started, simply make an inquiry. Together we will discuss you and your travel wants and needs. If you decide that IKP Travel is the right fit for planning your next dream vacation, you will pay our planning fee and enter into a client agreement with us. As you probably know from planning trips in the past, travel planning takes time and effort. Along with saving you that time, we also bring our expertise to the table. Our planning fee for your trip is based on those factors and is non-refundable even if you cancel your trip or decide not to book.

After we receive the planning fee, we will go to work for you planning a trip tailored specifically to you. We will then present you with a custom itinerary. You will have thirty days to make up to two revisions without charge. Changes to the dates will always incur a \$100 fee. Changes to the destination will incur a new planning fee. For planning less than 30 days prior to departure we charge a \$200 non-refundable rush fee. When you accept the itinerary, we will advise you of any deposits due and book your travel.

Upon booking, we will provide you with instructions for payments and all due dates. You must make all payments in full and on time. If you are booking within 60 days of the departure date, full payment will be due at the time of booking confirmation. If full payment is not received by the due date on your invoice, 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. Traveler understands that discounted fares typically involve restrictions and that changing any aspect of the travel arrangements may result in the payment of additional money.



After booking you will receive your final itinerary with an invoice with payment information and other important travel information. Any changes made after receipt of the final itinerary will incur a \$25 change fee in addition to any charges and fees of the supplier. Itinerary changes made within 30 days of travel will incur a \$200 fee. Your invoice is subject to change until you receive confirmation that your travel is booked. Deposits are typically NON-REFUNDABLE, unless stated otherwise in the terms and conditions of the Supplier.

Bookings do not include airfare, unless we agree otherwise. You must not make any air reservation until you receive confirmation of your booking. 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.

AIR TRAVEL, SCHEDULE RECONFIRMATION, CHECK-IN. Your airline ticket is a contract between you and the air carrier, even if you purchase through IKP Travel. If you purchase air travel through IKP Travel, you acknowledge and agree that IKP Travel does not have the right to control the operations of independent airlines, and agree that IKP Travel is not liable for any personal injury, property damage related to your purchase of air tickets or air travel, including, but not limited to any act, error, omission, injury, loss, accident, or delay caused by any act, error or omission of the airline, including their failure to deliver services, partial or inadequate delivery of services, airline policies including refund or rebooking policies, fees for checked or carry-on luggage, fuel increases, bankruptcy or cessation of operations.

You understand and agree that IKP Travel functions solely and exclusively as a booking agent for the air carrier, that we do not handle or hold client funds for airline tickets, and that we are not the Merchant of Record under the meaning of that term under the Department of Transportation's regulations. Because IKP Travel does not hold or handle client funds, you understand and agree that any refund for cancelled or delayed flights, baggage fees or seat assignments must come directly from the airline and not from IKP Travel.

IKP Travel shall not assume any responsibility for any air schedule changes. In rare instances, upon departure from a country, certain departure taxes must be paid in cash only, and may vary in price. Failure to use a reservation may result in automatic cancellation of all continuing and return flights, as well as forfeiture of airfares. Airline e-tickets expire a year from issue date unless carrier fare rules in passenger's itinerary fare provide otherwise. Due to enhanced security, it is strongly recommended that you check in a minimum of 2 hours prior to scheduled departure for domestic flights and 3 hours prior to scheduled departure time for international flights. Reconfirm flight times at least 24 hours prior to scheduled departure time for domestic flights, and 72 hours prior for international flights.

Frequent Flyer mileage accrual is at the discretion of the airline(s). IKP Travel has no liability if accrual of miles or points is denied or if upgrades are not allowed. Many airlines do not permit



upgrades on airfare purchased in certain fare classes or when using frequent flyer miles, loyalty status or certificates.

Seat assignments are not guaranteed even after they are assigned, and IKP Travel has no control over airline seat assignments. Most airlines charge a fee to pre book a seat.

Please review all 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.

7. TRAVELER INFORMATION. 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. 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.

8. CREDIT CARD BOOKINGS. While we do accept major credit cards including Visa, Mastercard, American Express and Discover, travelers must provide to us an authorization for every transaction for your trip.

Your authorization is an agreement for us and/or the supplier 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 can 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. IKP Travel 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 IKP Travel or the Supplier.
- Chargebacks resulting because you do not agree with the cancellation policy.

9. 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 fuel and local taxes that are estimated at the date of this publication. At the time of booking confirmation, we will provide you with an invoice reflecting the current price and particular inclusions.

We reserve the right to add a supplement to your travel prices should our costs of supplying your travel increase, until we receive your final payment. Any increase to your travel price will be as the result of changes in our costs of supplying your travel resulting from transportation charges, (fuel, airport charges, scheduled air fares and other transport charges which form part of our contract with the transport provider), dues or taxes payable locally, currency fluctuations and government action, any other airline surcharges, taxes, or fees payable for services. If our costs to supply your travel increase, we reserve the right to increase the price of your travel and will forward a new Invoice reflecting any changes made. After 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.

10. CANCELLATION. Cancellation of travel must be made in writing and is effective from the date we receive the written notification. Our planning fee is always non-refundable. In addition, IKP Travel charges cancellation fees from 72-hours after a trip is confirmed and the initial payment is processed. If your trip is cancelled for any reason, IKP Travel will charge a cancellation fee of up to ten (10%) percent of the overall trip cost to offset the loss of anticipated revenue. IKP Travel incurs costs with the suppliers of your trip well in advance of your departure date. All suppliers have their own cancellation policies, which apply to your booking. Upon receipt of your cancellation request we will contact the suppliers for any applicable refunds subject to the supplier's terms and conditions. If you are entitled to a refund, please note that the supplier is responsible for this refund, not IKP Travel. 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.

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.

11. CHANGES AND CANCELLATION BY THE SUPPLIER. We will inform you as soon as reasonably possible if a supplier needs to make a significant change to your confirmed booking or to cancel. We will also liaise between you and the supplier in relation to any alternative arrangements offered by the supplier, but we will have no further liability to you.

If between planning time and/or during actual travel, circumstances require changes, IKP Travel and its suppliers, reserve the right to cancel or vary any itinerary and substitute components of any trip, 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 a trip. During local or national holidays or special events, peak seasons, on certain days of the week, and during religious occasions, certain facilities such as museums, churches, restaurants, sightseeing tours, hotels, and shopping may be limited or not available. Alternatives will be offered whenever possible. IKP Travel cannot be held responsible for any closures, necessary itinerary changes, or curtails for any reason. These changes will not be considered material changes and will not be considered cause for cancellation by the traveler. Normal cancellation penalties still apply to the trip that has been changed.

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

13. FORCE MAJEURE. IKP Travel 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 IKP Travel 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 IKP Travel. Our planning fee, if any, is always non-refundable.



14. TRAVEL PROTECTION. It is the traveler's responsibility to protect their purchases. For this reason, Travel Protection Coverage including 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 in close conjunction with your travel purchase.

We offer several travel protection plans. IKP Travel is not qualified to answer technical questions about the benefits, exclusions, and conditions of travel insurance plans. IKP Travel 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. IKP Travel 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.**

15. DESTINATIONS AND DOCUMENTATION. Travel to certain destinations may involve greater risk than others. IKP Travel urges Travelers to remain informed daily 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 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 following all requirements for admittance into that country, including COVID- 19 requirements, as well as understanding local laws that govern travel within a country, such as medical tests and tracking. **Should you choose to travel to a country that has been issued a travel warning or advisory, IKP Travel 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>. Air travelers with identification (ID) that does not meet the REAL ID ACT requirements will have to use alternate ID forms (passport, military ID, or permanent resident card) to pass TSA security checkpoints—even for domestic travel. Please visit www.travel.state.gov or <https://www.dhs.gov/real-id> for the most updated requirements for travel documentation. IKP Travel strongly recommends that you consider 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 and vaccinations 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 and vaccinations, 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 trips. IKP Travel 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.

16. 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: <https://www.transportation.gov/airconsumer/spray>

17. NON-RESPONSIBILITY. IKP Travel, and its employees, shareholders, agents, and representatives use third party suppliers to arrange tours, transportation, sightseeing, lodging, and all other services related to this trip. IKP Travel is an independent contractor and is not an employee, agent, or representative of any of these suppliers. IKP Travel does 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 IKP Travel. 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 IKP Travel, nor its employees, agents, or representatives are or may be liable for any loss, injury, or damage to any trip traveler or their belongings, or otherwise, in connection with any service supplied or not supplied resulting directly or indirectly from any occurrence beyond the control of IKP Travel. IKP Travel assumes no responsibility or liability for any delay, change in schedule, loss, injury or damage or loss of any traveler that may result from any act or omission on the part of others; IKP Travel assumes no responsibility or liability for personal property; and IKP Travel shall be relieved of any obligations under these terms and conditions in the event of any strike, labor dispute, act of God, or of government, fire, war, whether declared or not, terrorism, insurrection, riot, theft, pilferage, epidemic, pandemic, illness, physical injury, quarantine, medical or customs or immigration regulation, delay, or cancellation. IKP Travel accepts no responsibility for lost or stolen items. IKP Travel reserves the right to refuse any traveler or potential traveler at its sole discretion.

18. ASSUMPTION OF RISK/WAIVER. Traveler is aware that travel to 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: 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; 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, IKP Travel 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 exertion 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 in 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 of illness, injury or death and of the negligence of IKP Travel and agrees to and shall hold harmless and fully release IKP Travel, and its employees, shareholders, agents, and representatives (together IKP Travel) from any and all claims associated with the trip, including any claims of third party negligence and/or the negligence of IKP Travel and traveler hereby covenant not to sue IKP Travel for any such claims or join any lawsuit or action that is suing IKP Travel. 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.



19. INDEMNIFICATION. Each traveler is expected to act responsibly and adhere to all behavior guidelines established by IKP Travel and our local suppliers. Our local suppliers reserve the right to remove you from any trip if you endanger yourself or others or disrupt others. In any such case, there will be no refund.

Traveler agrees to and shall indemnify and hold harmless IKP Travel, and its employees, shareholders, agents, and representatives (collectively “IKP Travel”), from any expenses, losses, liabilities, damages, judgments, settlements and costs (collectively, “damages”) involved with or incurred by IKP Travel (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.

20. 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 and information. IKP Travel is NOT responsible for additional fees incurred for baggage or seating.

21. RE-CONFIRM YOUR FLIGHT. IKP Travel 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.

22. NONDISPARAGEMENT. Traveler agrees that they will not make any negative or defamatory statements, comments, reviews, or posts about IKP Travel - orally or in writing, on any site or in any medium - that would adversely affect our reputation or our ability to work with other clients.

23. BEHAVIOR. Traveler agrees that they will not engage in conduct that is abusive or threatening to any employee or agent of IKP Travel, including profane language, violent outbursts, or potential physical harm. If this occurs, we reserve all rights to terminate this agreement and end our relationship with you immediately.

24. PRE-EXISTING MEDICAL CONDITIONS/PERSONS WITH DISABILITIES. It is essential that you advise us before booking if you do have any disability or pre-existing medical condition which may affect your trip, 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. IKP Travel 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 IKP Travel 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.

25. GOVERNING LAW/SUBMISSION TO JURISDICTION. JURY

WAIVER/NOTICE OF CLAIM. This Agreement and all attachments hereto and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Minnesota exclusive of conflict or choice of law rules. Any claims shall be brought in a court of competent jurisdiction located in Minnesota. You agree that you will only bring claims against IKP Travel in your individual capacity and not as a plaintiff or class member in and purported class action or representative proceeding. IKP Travel 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 IKP Travel unless you have first provided a typewritten notice of claim to IKP Travel within 30 days after the trip or cancellation of the trip.**

26. ENTIRE AGREEMENT & SEVERABILITY. This agreement, including the terms and conditions of our suppliers, any other documents, including invoices, we provide you, constitutes the entire agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, with respect to IKP Travel. 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.

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