

WEBSITE TERMS OF USE

Last Revised on September 18, 2021

AGREEMENT BETWEEN CUSTOMER AND DAFFYDIL, LLC D/B/A FAVORITE GRAMPY TRAVELS.

Welcome to the FavoriteGrampyTravels.com website (the "Website"). This Website is provided solely to assist customers in gathering travel information, determining the availability of travel—related goods and services, making legitimate reservations or otherwise transacting business with travel suppliers, and for no other purposes. The terms "we", "us", "our", "Daffydil" and "Favorite Grampy Travels" refer to Daffydil, LLC. The term "you" refers to the customer visiting the Website and/or booking a reservation through our agents.

This Website is offered to you conditioned upon your acceptance without modification of all the terms, conditions, and notices set forth below (collectively, the "Terms of Use" or "Agreement"). Please read these Terms of Use carefully, as they contain important information about limitations of liability. You should also read our Privacy Policy, which also governs your use of the Website, and is incorporated by reference in this Agreement. By accessing or using this Website, booking any reservations for travel products or services, or contacting our agents, you agree that the Terms of Use then in force shall apply. If you do not agree to the Terms of Use, please do not use or book any reservations through our agents.

USE OF THE WEBSITE

As a condition of your use of this Website, you warrant that:

- you are at least 18 years of age;
- you possess the legal authority to create a binding legal obligation;
- you will use this Website in accordance with these Terms of Use;
- you will only use this Website to make legitimate reservations for you or for another person for whom you are legally authorized to act;
- you will inform such other persons about the Terms of Use that apply to the reservations you have made on their behalf, including all rules and restrictions applicable thereto;
- all information supplied by you on this Website is true, accurate, current and complete; and
- if you have a Favorite Grampy Travels "Client Login" account, you will safeguard your account information and will supervise and be completely responsible for any use of your account by you and anyone other than you.

We retain the right at our sole discretion to deny access to anyone to this Website and the services we offer, at any time and for any reason, including, but not limited to, for violation of these Terms of Use.

PAYMENTS AND CANCELLATIONS

You shall be completely responsible for all charges, fees, duties, taxes, and assessments arising out of your travel bookings through Daffydil. By submitting a credit card authorization form to us, you agree to allow Daffydil to use your payment method to purchase travel products from our Suppliers on your behalf. EXCEPTING IN CASES OF FRAUD, YOU AGREE NOT TO FILE ANY DISPUTE WITH YOUR BANK OR CREDIT CARD COMPANY TO AVOID OR VIOLATE ANY BOOKING TERMS AND CONDITIONS OF DAFFYDIL OR ITS SUPPLIERS, INCLUDING CANCELLATIONS OR CHANGES OF ITINERARY OR ARRANGEMENTS FOR REASONS BEYOND THE CONTROL OF DAFFYDIL OR ITS SUPPLIERS. IF YOU ATTEMPT TO CHARGEBACK, REVERSE OR RECOLLECT A PREVIOUSLY AUTHORIZED TRIP PAYMENT, DAFFYDIL RESERVES THE RIGHT TO COLLECT ALL ADDITIONAL COSTS, FEES AND EXPENSES ASSOCIATED WITH SUCH CHARGEBACK, REVERSAL OR RECOLLECTION, INCLUDING, WITHOUT LIMITATION, ATTORNEY FEES.

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

When you receive any and all travel documents from us or the designated Supplier, it is your responsibility to review and verify all information for accuracy within 24 hours. Contact us within 24 hours if changes or corrections are required. Your failure to advise us of any inaccuracies in your travel documents may result in travel delays, cancellations, additional charges or fees, and/or your forfeiting any monies paid for your reservations.

DISPUTES: GOVERNING LAW; VENUE; JURY WAIVER

This Agreement, and all questions arising in connection therewith, shall be governed by the laws of the Commonwealth of Virginia, without regard to its choice of laws provisions. Any actions or proceedings, whether at law or in equity, relating to or arising in connection with this Agreement, shall be exclusively resolved by the appropriate state court in Loudoun County, Virginia or the United States District Court for the Eastern District of Virginia (Alexandria Division), as may be appropriate, and you hereby consent to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waive any and all possible objections to venue laid therein, including without limitation, on the basis of *forum non conveniens*. YOU KNOWINGLY, WILLINGLY, AND VOLUNTARILY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY SUCH

PROCEEDING AND FURTHER AGREE NEVER TO EFFECTUATE, ARGUE OR MOVE FOR A CHANGE OF VENUE TO ANY OTHER JURISDICTION OR FORUM.

PRIVACY POLICY

We believe in protecting your privacy. Please review our current Privacy Policy, which also governs your use of the Website and, as stated above, is incorporated in this Agreement by reference.

SUPPLIER RULES AND RESTRICTIONS

Additional terms and conditions will apply to your reservation and purchase of travel related goods and services that you select. Please read these additional terms and conditions carefully. In particular, if you have purchased an airfare, please ensure you read the full terms and conditions of carriage issued by the travel supplier, which can be found on the supplier's website. You agree to abide by the terms and conditions of purchase imposed by any supplier with whom you elect to deal, including, but not limited to, payment of all amounts when due and compliance with the supplier's rules and restrictions regarding availability and use of fares, products, resorts, or services. Airfare is only guaranteed once the purchase has been completed and the tickets have been issued. Airlines and other travel suppliers may change their prices without notice. We are not responsible for any fare or rate changes instituted by the supplier(s) selected. We reserve the right to cancel your booking if full payment is not received in accordance with the terms and conditions of the supplier(s) selected.

TRAVEL DOCUMENTS

It is your responsibility to obtain and carry a valid passport, visa(s), and all other documents required by applicable government regulations. When traveling domestically or internationally, the U.S. Transportation Security Administration (TSA) and U.S. Department of Homeland Security (DHS) advise that everyone carry acceptable identification in order to board a flight. Acceptable identification can be found at <http://www.tsa.gov/traveler-information/acceptable-ids>; examples are DHS-designated enhanced state issued driver's license, Passport, a foreign government passport. The name, date of birth and gender that appears on the identification card must exactly match the same such data that is listed on airline ticket(s) and booking records. 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 you, and other members of your party, to miss flight(s), and subsequent scheduled travel bookings at hotels and on cruises and tours.

Certain countries will not admit a passenger if their passport expires within six (6) months of the anticipated date of return. Non-United States citizens may require additional documentation. Daffydil neither controls nor warrants the issuance of visas or approval of visa waivers related to your travel. Should a visa not be issued, we are not responsible for lost payments made toward the contemplated trip. Please note that rules of each country regarding entry and exit change on a daily basis.

Children and infants also require travel documents. Minors traveling with one parent, and/or without both parents, may be stopped and not admitted, unless authenticated and verified consent forms are provided to the authorities; please see <https://help.cbp.gov/s/article/Article-3643> for additional information. The U.S. Customs and Border Protection Agency requires that for groups of children under age 19 arriving to the United States by land or sea from contiguous territory and traveling with a school group, religious group, social or cultural organization, or sports team, may also present an original or copy of his or her birth certificate, a Consular Report of Birth Abroad, or a Naturalization Certificate. Parental or legal guardian consent must be provided to the supervising adult/Group Leader in writing.

Health: Recommended inoculations for travel may change and you should consult your doctor 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.

BY OFFERING RESERVATIONS FOR TRAVEL PRODUCTS, IN PARTICULAR INTERNATIONAL DESTINATIONS, WE DO NOT REPRESENT OR WARRANT THAT TRAVEL TO SUCH AREAS IS ADVISABLE OR WITHOUT RISK, AND ARE NOT LIABLE FOR DAMAGES OR LOSSES THAT MAY RESULT FROM TRAVEL TO SUCH DESTINATIONS.

HEALTH/IMMUNIZATIONS

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

HAZARDOUS MATERIALS

Federal law forbids the carriage of hazardous materials aboard aircraft in your luggage or on your person. A violation can result in five years' imprisonment and penalties of \$250,000 or more (49 U.S.C. 5124). Hazardous materials include explosives, compressed gases, flammable liquids and solids, oxidizers, poisons, corrosives and radioactive materials. Examples: Paints, lighter fluid, fireworks, tear gases, oxygen bottles, and radio-pharmaceuticals. There are special exceptions for small quantities (up to 70 ounces total) of medicinal and toilet articles carried in your luggage and certain smoking materials carried on your person.

THIRD PARTY LIABILITY WAIVERS

You acknowledge that some third-party providers offering certain services and/or activities may require you to sign their liability waiver prior to participating in the service and/or activity they offer. You understand that any violation of any such supplier's rules and restrictions may result in cancellation of your reservation(s), in your being denied access to the applicable travel product or services, in your forfeiting any monies paid for such reservation(s), and/or in our debiting your account for any costs we incur as a result of such violation.

BANK AND CREDIT CARD FEES

When the travel supplier processes your payment, it may be processed in the country in which the travel supplier is based. Some banks and credit card companies impose fees for international or cross border transactions. For instance, if you are making a booking using a US-issued card with a non-US merchant, your bank may charge you a cross border or international transaction fee. Furthermore, booking international travel may be considered an international transaction by your bank or card company, since we may pass your card details to an international travel supplier to be charged. In addition, some banks and card companies impose fees for currency conversion. For instance, if you are making a booking in a currency other than the currency of your credit card, your credit card company may convert the booking amount to the currency of your credit card and charge you a conversion fee. The currency exchange rate and foreign transaction fee is determined solely by your bank on the day that they process the transaction. All processing and/or conversion fees charged by your bank are your responsibility. If you have any questions about these fees or the exchange rate applied to your booking, please contact your bank.

LIABILITY DISCLAIMER

Daffydil acts solely as a booking agent for disclosed suppliers and is not the source or provider of any travel service. Each supplier is an independent entity with its own management and is not subject to the control of Daffydil. The suppliers whose names appear in travel documentation are those actually responsible for providing the travel services purchased, and you consent to the use of those suppliers.

BECAUSE DAFFYDIL ACTS AS AGENT FOR DISCLOSED SUPPLIERS AND DOES NOT HAVE THE RIGHT TO CONTROL THE OPERATIONS OF SUCH INDEPENDENT OPERATORS AND SUPPLIERS, YOU AGREE THAT DAFFYDIL IS NOT LIABLE FOR ANY PERSONAL INJURY OR PROPERTY DAMAGE, WHICH MAY ARISE OUT OF THESE SERVICES. DAFFYDIL HEREBY DISCLAIMS ANY LIABILITY WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, INCLUDING WITHOUT LIMITATION LIABILITY FOR ANY DIRECT, PUNITIVE, SPECIAL CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES, IN CONNECTION WITH THE GOODS OR SERVICES PROVIDED BY ANY SUPPLIER BOOKING THROUGH DAFFYDIL, INCLUDING WITHOUT LIMITATION LIABILITY FOR ANY

ACT, ERROR, OMISSION, INJURY, LOSS, ACCIDENT, DELAY OR IRREGULARITY WHICH MAY BE INCURRED THROUGH THE FAULT, NEGLIGENCE, WILFULL ACTS, OMISSIONS OR OTHERWISE OF SUCH SUPPLIER, OR OF ANY SUPPLIER OR THEIR RESPECTIVE EMPLOYEES, AGENTS, SERVANTS, OR REPRESENTATIVES, INCLUDING, WITHOUT LIMITATION, THEIR FAILURE TO DELIVER OR THEIR PARTIAL OR INADEQUATE DELIVERY OF SERVICES, THEIR CANCELLATION AND REFUND POLICIES, FUEL INCREASES, BANKRUPTCY OR CESSATION OF OPERATIONS AND OTHER MATTERS OUTSIDE OF DAFFYDIL'S CONTROL, AND YOU HEREBY EXONERATE DAFFYDIL FROM ANY LIABILITY WITH RESPECT TO THE SAME.

DAFFYDIL HAS SOLELY RECEIVED COMMISSION AND FEES FOR TRAVEL TRANSACTIONS AND YOU AGREE AND UNDERSTAND THAT ANY RECOVERY FROM DAFFYDIL SHALL BE LIMITED TO THE AMOUNT OF COMMISSION AND FEES ACTUALLY RECEIVED BY DAFFYDIL.

The limitation of liability reflects the allocation of risk between you and Daffydil. The limitations specified in this section will survive and apply even if any limited remedy specified in these Terms of Use is found to have failed of its essential purpose. The limitations of liability provided in these Terms of Use inure to the benefit of Daffydil, its independent agents, and its respective suppliers.

INDEMNIFICATION

You agree to defend and indemnify Daffydil, its independent agents, its respective suppliers and any of their officers, directors, employees and agents from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature including but not limited to reasonable legal and accounting fees, brought by third parties as a result of:

- your breach of these Terms of Use or the documents referenced herein;
- your violation of any law or the rights of a third party; or
- your use of this website.

LINKS TO THIRD-PARTY SITES

This Website may contain hyperlinks to websites operated by parties other than Daffydil. Such hyperlinks are provided for your convenience and reference only. We do not control such websites and are not responsible for their contents or the privacy or other practices of such websites. Further, it is up to you to take precautions to ensure that whatever links you select or software you download (whether from this Website or other websites) is free of such items as viruses, worms, trojan horses, defects and other items of a destructive nature. Our inclusion of hyperlinks to such websites does not imply any endorsement of the material on such websites or any association with their operators.

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GENERAL

You agree that no joint venture, partnership, or employment relationship exists between you and Daffydil as a result of this Agreement or use of this website.

Our performance of this Agreement is subject to existing laws and legal process, and nothing contained in this Agreement limits our right to comply with law enforcement or other governmental or legal requests or requirements relating to your use of this website or information provided to or gathered by us with respect to such use.

If any part of this Agreement is found to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired. Our failure or delay in enforcing any provision of this Agreement at any time does not waive our right to enforce the same or any other provision(s) hereof in the future.

This Agreement (and any other terms and conditions or policies referenced herein) constitutes the entire agreement between you and Daffydil with respect to this website, our services and your dealings and relationships with us, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between you and us. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial, arbitration or any other administrative proceedings to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Any rights not expressly granted herein are reserved.

REGISTRATIONS

Seller of Travel: Daffydil, LLC is a registered seller of travel in each of the states listed below:

Florida registration number: ST42143