

IMPORTANT TERMS AND CONDITIONS OF CONTRACT

We advise Travelers to carefully read the Travelers Ticket Contract Terms and Conditions because they can impact your legislative rights. These Terms and Conditions are also binding. Therefore, it is important that you read them keenly for an enhanced understanding of its implications.

1. Definitions

Below is a presented contract between Shore Excursions Group, Across Africa Tours & Travel and the Travelers. The “Travelers” is any individual or group whose name is inscribed on the ticket’s face. The word also identified anyone using the ticket for a shore excursion entry, including escorting juveniles, and any of their legatees, successors, consign, or representatives. This outline uses the word “Travelers” to encompass pluralism where suitable. Whenever the term “Across Africa Tours & Travel” applies, it will mean Across Africa Tours & Travel, its proprietors, officers, executives, and members of staff, and it’s associated and affiliated establishments.

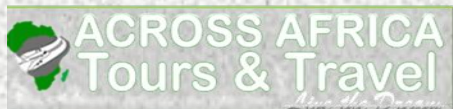
2. The Contract

The Travelers agrees that this Agreement directs the connection between the Travelers and Across Africa Tours & Travel, irrespective of the Travelers’ age, whether the Travelers bought the ticket on his or her behalf, and/or whether the ticket has been held and/or presented by a different individual on behalf of the Travelers. With the exception of as otherwise specifically provided herein, this contract contains the whole arrangement between Across Africa Tours & Travel and Travelers. It also surpasses all other depictions and agreements, whether verbal or inscribed. The Travelers’ receipt or use of this ticket shall be considered approval and settlement by him or her to all of the contract’s terms and conditions. In an instance where any of this contract’s endowment becomes conflicting with or unacceptable based on legal requirements, it seeks guidance or that a court holds of proficient authority, the requirement(s) will be

considered as not linked or having no influence to the contract. At the same time, each remaining guideline herein will be fully enforced and effective.

3. Independent Contractors

The Travelers recognizes that self-governing shore excursion operators provide each shore excursion services. Across Africa Tours & Travel is tasked with the role of organizing Travelers for shore excursions solely for the Travelers' convenience. Across Africa Tours & Travel does not act on behalf of or oversee the parties, organizations, or individuals who own, furnish or operate such shore excursions. Instead, independent contractors are responsible for providing and operating the shore excursions. Across Africa Tours & Travel does not possess ownership or authority over transportation means or any other services equipped for such independent shore excursions. Some independent contractors are owners or contractors offering such transportation or any other services. These owners are independent contractors and regulate these activities and services. They are not Across Africa Tours & Travel's joint ventures', representatives, and/or employees. The contractors and owners have no relationship with Across Africa Tours & Travel other than that of an independent contractor. Travelers also admits that Across Africa Tours & Travel does not keep, regulate, oversee, or supervise the independent providers of shore excursions. Moreover, Across Africa Tours & Travel does not maintain, oversee, or supervise the use of any conveyances, equipment, automobiles, appurtenances, or amenities of the independent contractor(s). Additionally, it does not make any representations, warranties, or statements, express or implied, concerning their utilization, appropriateness, suitability, or safety for any particular reason. Across Africa Tours & Travel accepts no obligation for nor guarantees the performance of any such shore



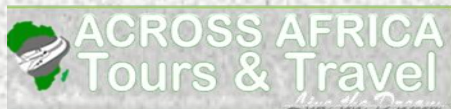
excursion provider. Thus, the Travelers recognizes and accepts that Across Africa Tours & Travel shall not assume accountability for any loss, damage, injury, costs, or delays resulting from the Travelers' use of the shore excursion or any services linked therewith. Travelers also recognizes and accepts that Across Africa Tours & Travel shall not be responsible or accountable for any loss, damage, or injury to person or property pertaining to COVID-19 or any communicable ailments linked to the Travelers' involvement in the independent shore excursion or any services provided in connection therewith. Additionally, Travelers willingly shoulders all risks associated with exposure. Participation may also be subject to the independent shore excursion operator's terms and conditions. Travelers hereby reliefs Across Africa Tours & Travel from any burden connected to the independent shore excursion(s). Moreover, the Travelers agrees to hold Across Africa Tours & Travel innocent of any loss, injury or death, sickness, or damages to property caused and of any kind, concerning the independent shore excursions.

**4. Venue and
Governing Law**

Travelers recognizes and approves that any assertions, disputes, or complaints whatsoever arising out of or regarding this contract's Terms and Conditions, or the services that the independent shore excursion operator offers, shall be brought wholly in a court of general jurisdiction where the principal office of the independent shore excursion operator is positioned, and the choice of law about any such disagreement, grievance, or assertion shall be the law of that jurisdiction, to the exclusion of the laws of any other nation, state, city, or nation in which suit might otherwise be brought, irrespective of that jurisdiction's choice of law rules.

5. Cancellations

Across Africa Tours & Travel holds the right to withdraw any excursion because of adverse weather settings or for any other motive and shall not be liable for any loss to Travelers due to an excursion cancellation. Across Africa Tours & Travel will offer a complete reimbursement for all canceled excursions, including those canceled due to a deferment in ship arrival or an incapacity of a ship to call on a specific port. However, Travelers must realize that they must present a refund request within 14 days of the excursion's departure date to receive a refund for a cancelled excursion. They submit this request by contacting Across Africa Tours & Travel. All private possessions will be under the Travelers' care throughout the shore excursion. Such include items like coats, cameras, handbags, and comparable individuals. The Travelers will be responsible for the loss or issues with their personal belongings. The Across Africa Tours & Travel is not responsible for the loss, theft, or damage of personal items while Travelers are on the excursion. Travelers have rights reserved to withdraw any excursion, to change the order of excursion events, or to ignore certain activities for any purpose such as the safety or best interest of the Travelers. Independent shore excursion operators may also fail to offer excursion services to any Travelers at any time. For all bookings and unless noted within the excursion description, the Travelers must cancel 14 days before the tour departure to receive a full refund; any cancellation made after 14 days travelers will forfeit the deposit. Across Africa Tours & Travel will make no refund to any Travelers who do not arrive for departure as organized, leave, or else do not use all of the services arranged to be offered by an excursion. A large extent of the tours will be within a diversified weather setting, and no reimbursements will be made to any Travelers who decides not to partake in a departing excursion due to weather circumstances. Travelers of any excursion who choose to leave the selected



tour transportation must offer their own conveyance back to the vessel's landing area at their own expense. The shore excursions' prices are in U.S. Dollars and may change without notice. However, Across Africa Tours & Travel will honour the price at the time of the established excursion reservation, even if charges change prior to the excursion's departure. Across Africa Tours & Travel's comprehensive excursion descriptions list all components included in each excursion, which may or may not include guide services, meals, transportation, and entrance fees. The Across Africa Tours & Travel site and all Across Africa Tours & Travel allied sites are envisioned for individual, non-commercial use and/or to make genuine requests to book the existing products or services. Travelers should refrain from incorporating any notional, false, or deceitful requests. Additionally, Across Africa Tours & Travel does not allow using robots or other computerized means to access this site.