Terms and Conditions

Luxury Travel by Ginny, Celebration Home Concierge LLC

Agreement between User and Luxury Travel by Ginny (www.luxurytravelbyginny.com)

Welcome to Luxury Travel by Ginny (www.luxurytravelbyginny.com). The www.luxurytravelbyginny.com website (the "Site") is comprised of various web pages operated by Luxury Travel by Ginny. www.luxurytravelbyginny.com is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of www.luxurytravelbyginny.com constitutes your agreement to all such Terms. Please read these terms carefully, and keep a copy of them for your reference. If you do not agree with these terms then you must not use this website.

www.luxurytravelbyginny.com is a Travel Agency Site. We provide information to users about travel destinations, tours, cruises, special events, and, other things related to travel.

Travel Agency Policies

1.Travel Services:

Luxury Travel by Ginny acts as a travel agency only. We sell various travel related products on behalf of numerous travel suppliers including but not limited to cruise lines. land tours, shore excursions, transfers, car rentals, airlines, rail trips and hotels. Luxury Travel by Ginny does not own, operate, or manage these suppliers or control these suppliers and is not liable for their acts or omissions. Our obligations to you are to make travel bookings on your behalf and to arrange relevant contracts between you and the travel service suppliers. Luxury Travel by Ginny has no responsibility for these services, nor does it have the authority to make any warranty or representation regarding these travel service suppliers. All such entities are independent companies and not part of Luxury Travel by Ginny in any way. A request cannot be guaranteed. In addition, Luxury Travel by Ginny takes no responsibility or liability for any injuries or damages sustained by clients due to anything the supplier does or does not do that affects you as clients. All bookings are subject to the terms, conditions, and limitations of liability imposed by these travel service suppliers. Additional fees may be charged by airlines (baggage fees, etc.), hotels, car rental companies or other suppliers which cannot be prepaid. Your legal recourse in any instance is against the specific supplier not Luxury Travel by Ginny.

2. Booking Travel:

When booking travel with Luxury Travel by Ginny you must provide all accurate, pertinent information required for the transaction. Without limitation any speculative, false, or fraudulent information is prohibited and may be legally void. The travel services provided by Luxury Travel by Ginny shall be used to make legitimate reservations or purchases only for you or other persons you legally represent.

The Terms and Conditions of separate suppliers other than Luxury Travel by Ginny may be included in and apply to your reservation and purchase of travel-related services. It is important for you to read and understand the terms and conditions imposed by all suppliers related to your reservation or travel service purchases. If you fail to comply with any suppliers rules and restrictions this may result in cancellation of your reservation or purchase (airlines, hotels, crises, or other applicable arrangements), being denied access to services, your loss of monies paid for such services and in Luxury Travel by Ginny charging you any costs or penalties incurred by Luxury Travel by Ginny as the result of your violation. You hereby authorize Luxury Travel by Ginny to use third party travel booking sites to fulfill any of your travel requests and approve Luxury Travel by Ginny to action on your behalf which may limit your rights. You agree to be bound by such actions.

3. Booking Changes:

If you decide to make changes in a booking Luxury Travel by Ginny will try to help you but any changes in booking may not be possible.

4. Pricing:

Prices may increase prior to the time you make full payment but are not subject to increase after final payment except for government-imposed taxes or fees. By making your booking, you expressly acknowledge your acceptance of these conditions as being applicable to your booking.

5. Cancellations:

Most travel bookings are non-refundable and cancelled bookings will incur penalties which can be up to 100% of the cost of the trip regardless of whether the travel has begun or not. All cancellations must be sent in writing to Luxury Travel by Ginny. Cancellation of travel may result in penalties preventing you from receiving a refund or other compensation. Any unused portion of a travel booking will not be refunded due the contract commitments and pricing requirements that are required of Luxury Travel by Ginny. Groups that fall below the appropriate number of persons may be cancelled. You agree to hold Luxury Travel by Ginny harmless for any amount or fee that is charged for any cancellation.

6. Final Payment:

For any travel you are required to make a deposit. Final payment is required at least 60 days before travel and often final payment is due 90 days before your trip. Luxury

Travel by Ginny requires payment two weeks before the final payment date. Failure to make final payment will result in cancellation of the travel arrangements. If it is necessary to cancel travel arrangements this request must be made in writing to Luxury Travel by Ginny.

7. Credit Cards:

Luxury Travel by Ginny accepts credit cards for payment of deposits and final payments for travel. If any service providers are unable to provide services you have contracted for, your recourse is to get a refund from the supplier and not Luxury Travel by Ginny. You agree not to charge back your payment to Luxury Travel by Ginny (www.luxurytravelbyginny.com). If Luxury Travel by Ginny incurs any costs including but not limited to attorneys' fees to recover any payments charged back by your credit card company, you agree that you will be liable for these costs.

8. Travel Insurance:

Travel Insurance is always highly recommended to protect your travel investment. If you decide not to purchase travel insurance you will be required to sign a waiver stating that you do not want to take travel insurance. You agree to hold harmless Luxury Travel by Ginny (www.luxurytravelbyginny.com).

9. Travel Documents:

You must have a valid passport for 6 months after your return from your travel. You also are required to carry all documents applicable to your travel including visas. It is your responsibility to obtain and keep current these documents. Luxury Travel by Ginny is not responsible for your compliance with laws applying to your travel. The U. S. Transportation Security Administration (TSA) and U.S. Department of Homeland Security (DHS) advise everyone to carry at least two forms of identification. Appropriate identification can be found at www.tsa.gov/traveler-information/acceptable-ids. Luxury Travel by Ginny is not responsible for any deviations from this advice. Visas are also required for many countries in the world and these need to be obtained at least 90 days before travel. Luxury Travel by Ginny takes no responsibility for these documents. Travel documents including airline tickets, cruise tickets, hotel vouchers, tour vouchers or any other documents in either electronic or other form must be carried by the traveler(s). Any errors in documents are the traveler's responsibility and not the responsibility of Luxury Travel by Ginny.

10. Risks and Safety:

Clients need to be informed about any risks or safety issues. The U.S. Department of State has the most up to date information on locations of concern for U.S. travelers at https://travel.state.gov/content/travel/en/traveladvisories/traveladvisories.html/. Additionally, clients are responsible for knowing about any special health requirements for destinations and carry documentation that the traveler(s) has met the proper medical requirements. You can find additional information about health risks at the U.S. Centers

for Disease Control and Prevention site www.cdc.gov. Luxury Travel by Ginny is not responsible for your failure to comply with these requirements.

11. Schedule Changes:

Luxury Travel by Ginny has no responsibility for changes in travel schedules, check-in, schedule reconfirmation or airline ticket changes.

11. Air Travel:

You are responsible for knowing all current rules of air travel including security, check-in times, what you are allowed to carry (no hazaradous materials), etc.

12. International Travel:

Some countries require that insecticide spraying of aircraft prior to a flight or while you are on the plane. Check the Department of Transportation website at www.dot.gov for a list. Many countries outside the U.S. have special entry and exit requirements. In addition, many countries view criminal offenses differently than the U.S. If you have any questions please contact the country of concern to find out about requirements for entry to and exit from that country.

13. Warranty

Luxury Travel by Ginny offers no warranty and does not represent that travel to destinations is advisable or without any risk. Luxury Travel by Ginny is not liable for any damages, illnesses, losses or costs that may result from your travel. Your acceptance of travel arrangements by Luxury Travel by Ginny constitutes your consent that these arrangements are at your own risk.

Electronic Communications

Visiting www.luxurytravelbyginny.com or sending emails to Luxury Travel by Ginny constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

Children Under Eighteen

You must be at least 18 years of age and possess the legal authority to enter into any travel arrangements with Luxury Travel by Ginny. You are financially responsible for all costs related to such travel arrangements. Luxury Travel by Ginny does not knowingly collect, either online or offline, personal information from persons under the age of eighteen. If you are under 18, you may use www.luxurytravelbyginny.com only with permission of a parent or guardian.

Links to Third Party Sites/Third Party Services

www.luxurytravelbyginny.com may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of Luxury Travel by Ginny and Luxury Travel by Ginny is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Luxury Travel by Ginny is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Luxury Travel by Ginny of the site or any association with its operators.

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All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Site, is the property of Luxury Travel by Ginny or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. Luxury Travel by Ginny content is not for resale. Your use of the Site does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of Luxury Travel by Ginny and the copyright owner. You agree that you do not acquire any ownership rights

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Use of Communication Services

The Site may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "Communication Services"). You agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service.

By way of example, and not as a limitation, you agree that when using a Communication Service, you will not: defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others; publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information; upload files that contain software or other material protected by intellectual property laws (or by rights of privacy of publicity) unless you own or control the rights thereto or have received all necessary consents; upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer; advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages; conduct or forward surveys, contests, pyramid schemes or chain letters; download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner; falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded; restrict or inhibit any other user from using and enjoying the Communication Services; violate any code of conduct or other guidelines which may be applicable for any particular Communication Service; harvest or otherwise collect information about others, including e-mail addresses, without their consent; violate any applicable laws or regulations.

Luxury Travel by Ginny has no obligation to monitor the Communication Services. However, Luxury Travel by Ginny reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. Luxury Travel by Ginny reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

Luxury Travel by Ginny reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Luxury Travel by Ginny's sole discretion.

Always use caution when giving out any personally identifying information about yourself or your children in any Communication Service. Luxury Travel by Ginny does not control or endorse the content, messages or information found in any Communication Service and, therefore, Luxury Travel by Ginny specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service. Managers and hosts are not authorized Luxury Travel by Ginny spokespersons, and their views do not necessarily reflect those of Luxury Travel by Ginny.

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No compensation will be paid with respect to the use of your Submission, as provided herein. Luxury Travel by Ginny is under no obligation to post or use any Submission you may provide and may remove any Submission at any time in Luxury Travel by Ginny's sole discretion.

By posting, uploading, inputting, providing or submitting your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

International Users

The Service is controlled, operated and administered by Luxury Travel by Ginny from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the Luxury Travel by Ginny Content accessed through www.luxurytravelbyginny.com in

any country or in any manner prohibited by any applicable laws, restrictions or regulations.

Indemnification

You agree to indemnify, defend and hold harmless Luxury Travel by Ginny, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. Luxury Travel by Ginny reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Luxury Travel by Ginny in asserting any available defenses.

Arbitration

In the event the parties are not able to resolve any dispute between them arising out of or concerning these Terms and Conditions, or any provisions hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved only by final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Association, or a similar arbitration service selected by the parties, in a location mutually agreed upon by the parties. The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding or arbitration arises out of or concerns these Terms and Conditions, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The parties agree to arbitrate all disputes and claims in regard to these Terms and Conditions or any disputes arising as a result of these Terms and Conditions, whether directly or indirectly, including Tort claims that are a result of these Terms and Conditions. The parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. The entire dispute, including the scope and enforceability of this arbitration provision shall be determined by the Arbitrator. This arbitration provision shall survive the termination of these Terms and Conditions.

Class Action Waiver

Any arbitration under these Terms and Conditions will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING. SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL

ACTION AGAINST THE OTHER. Further, unless both you and Luxury Travel by Ginny agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

Liability Disclaimer

LIABILITY LIMITATION

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WEBSITE

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Termination/Access Restriction

Luxury Travel by Ginny reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Florida and you hereby consent to the exclusive jurisdiction and venue of courts in Florida in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Luxury Travel by Ginny as a result of this agreement or use of the Site. Luxury Travel by Ginny's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Luxury Travel by Ginny's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by Luxury Travel by Ginny with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Luxury Travel by Ginny with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Luxury Travel by Ginny with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

Changes to Terms

Luxury Travel by Ginny reserves the right, in its sole discretion, to change the Terms under which www.luxurytravelbyginny.com is offered. The most current version of the

Terms will supersede all previous versions. Luxury Travel by Ginny encourages you to periodically review the Terms to stay informed of our updates.

Contact Us

Luxury Travel by Ginny welcomes your questions or comments regarding the Terms and Conditions of this website www.luxurytravelbyginny.com :

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