

Italy Plus Tours Service and Sales Terms & Conditions

By paying your Deposit (as defined below) for a tour with **Italy Plus Tours, LLC** (“Italy Plus Tours”, “IPT”, “us”, or “we”), **you** (also referred to herein as “Tour Guest”) **are agreeing to our Service and Sales Terms & Conditions (“Terms”)**. Therefore, you should read these Terms carefully before you make your Deposit, as **YOUR PAYMENT OF YOUR DEPOSIT INDICATES YOUR FULL ACCEPTANCE OF AND AGREEMENT TO THESE TERMS**. These Terms also incorporate by reference our Privacy Policy, which is located at www.italyplustours.com. Further, we may supplement these Terms with additional terms and conditions specific to your selected tour (“Supplemental Terms”). In the event of a conflict between these Terms and any Supplemental Terms, the Supplemental Terms will govern. **PLEASE READ THESE TERMS CAREFULLY AND IN FULL BEFORE PAYING YOUR DEPOSIT.**

1. TOUR SELECTION AND RESERVATION: Select your tour and submit your selection via email to italyplustours@outlook.com. If you are paying by credit card, please let us know in your email selection and IPT will contact you to receive your credit card information for your Deposit payment. A 6% surcharge will be added to the tour price when paying with a credit card. If you are paying by check, please print your tour selection and send it, together with your Deposit check (payable to Italy Plus Tours), via mail to 3332 Bancroft Road, Fairlawn, OH 44333. By paying your Deposit via credit card or check, you are agreeing to these Terms and you shall be bound by them. Once you have paid your Deposit to IPT and submitted your signed **Terms & Conditions Acceptance Confirmation Form** (as detailed in Paragraph 2 below) to us, you will receive a reservation confirmation email receipt, which shall include your specific deadline for final payment, if applicable.

2. PAYMENTS: If you reserve your tour more than 90 days prior to departure date, a **\$500** deposit of the total tour land cost as listed in your selected tour itinerary is required to secure your reservation. The remaining balance of your land cost will be due in one final payment 90 days before your tour departure. If you reserve your tour 90 days or less prior to departure date, payment of the entire tour cost is required to secure your reservation (in both cases, this is your “Deposit”). When you pay your Deposit, include your signed **Terms & Conditions Acceptance Confirmation Form** (the printable form at the end of this document). **PLEASE BE ADVISED THAT IPT WILL NOT RESERVE YOUR PLACE IN YOUR SELECTED TOUR IF YOUR DEPOSIT IS NOT ACCOMPANIED BY YOUR SIGNED TERMS & CONDITIONS ACCEPTANCE CONFIRMATION FORM.** In all cases, your payment in full is due 90 days prior to the tour departure date. A specific “**Request for Deposit**” outline will be created for each tour listing the necessary items needed to begin to secure your tour.

3. INADEQUATE FUNDS / RETURNED PAYMENTS: If a payment to IPT is returned unpaid for any reason, we will assess a \$50 returned-item fee per occurrence. Such fee(s) will be added to your applicable balance and must be paid in full by the applicable deadline.

4. CANCELLATIONS:

a. Cancellation by Tour Guest 91 or More Days Before Departure Date: If you cancel your reservation 91 or more days prior to your tour departure date, your \$500 deposit shall be refundable, provided that you give IPT written notice of such cancellation within the foregoing time frame. In such case, if you have also made additional payments beyond your Deposit amount, such amounts will also be refunded, **minus a \$300 processing fee** as set forth in Paragraph 6 hereof.

b. Cancellation by Tour Guest 90 Days or Less Before Departure Date: If you cancel your reservation 90 days or less prior to your tour departure date, your Deposit (and any additional payments made to IPT) shall be **NON-REFUNDABLE** in full, and there shall be **no refunds for cancellations made 90 days or less prior to the tour departure date.**

c. Cancellation by Italy Plus Tours: If **Italy Plus Tours cancels** the tour you have reserved, IPT shall refund the amount you have paid (**minus a \$300 processing fee**) for the land portions of your tour within 30 days of the date of cancellation, as required under Ohio State law (please see Paragraph 10 hereof for information concerning airfare). Once you have received the foregoing refund (**minus a \$300 processing fee**), Italy Plus Tours and its officers, directors, owners, employees, affiliates, successors, and assigns shall have no other obligations or liabilities to you with respect to the cancelled tour, including without limitation for any additional costs or fees (such as the fees for any travel insurance that you may have purchased), and IPT shall be under no obligation to refund you for any such additional costs.

d. Rescheduling of Tour: If your tour is **rescheduled by IPT or the tour operator** for any reason whatsoever, your total land tour cost (all deposits in which you have paid to IPT) shall be applied to the rescheduled tour in the form of a voucher (good for one year), for the same itinerary and same locations (please see Paragraph 10 hereof for information concerning airfare). You may utilize such voucher in our rescheduled group tour or on your own individual tour that you schedule at a time of your choosing. However, please be advised that the land cost of your tour is based upon the number of persons in your tour as a group. Should you use your voucher on an individual tour, you will be charged costs quoted for an individual tour, and your voucher may not cover such costs in their entirety. In that case, you will be solely responsible for any additional costs. For more information on rescheduled tours, please see Paragraph 5 hereof.

5. RESCHEDULED TOURS VS. CANCELLED TOURS: A “rescheduled tour” is a tour for which the date and time has been changed or modified. A “cancelled tour” is a tour that will no longer take place at all. If a tour is **rescheduled by Italy Plus Tours or the tour operator** due to conditions or circumstances beyond our control (including without limitation those listed in Paragraph 23 hereof), you shall be entitled to **no cash refund(s)**. Rather, your total tour investment (excluding airfare, which shall be handled separately by the airline and from the airline as set forth in Paragraph 10 hereof) shall be reimbursed to you in the form of one or more vouchers (good for one year) for the same itinerary and same locations, which, as set forth above, may be used on a rescheduled IPT tour or on your own individual tour (subject to potential additional costs as indicated in Paragraph 4 above). **You acknowledge and agree** that if your tour is rescheduled due to conditions or circumstances beyond IPT’s control as set forth herein, your **only** recourse and remedy from IPT **shall be the voucher(s)** described herein, and further, if **you** decline such voucher(s), you shall be entitled to **no** cash refund, you shall lose all amounts paid for your tour, and IPT shall have **no** liability therefor or obligation related thereto. **IF YOUR TOUR IS RESCHEDULED, POSTPONED, OR OTHERWISE ALTERED FOR ANY REASON BEYOND OUR CONTROL, INCLUDING WITHOUT LIMITATION THOSE SET FORTH IN PARAGRAPH 23 HEREOF, YOU ACKNOWLEDGE AND AGREE THAT (I) YOUR ONLY REMEDY SHALL BE VOUCHER(S), (II) IPT SHALL HAVE NO OBLIGATION TO PROVIDE ANY CASH REFUNDS WHATSOEVER, AND (III) IPT SHALL HAVE NO LIABILITY THEREFOR OR RELATED THERETO.**

6. EXCHANGE / PROCESSING FEES: IPT has the right to retain, **and shall retain, a \$300 processing fee** in certain situations, including without limitation where IPT cancels or reschedules a tour, as further set forth elsewhere herein.

7. CHANGES TO PRICES AND/OR ITINERARIES: Due to circumstances beyond our control, prices and itineraries are subject to change upon short notice or without notice for many reasons, including without limitation changed currency exchange rates, changes in tariffs and taxes, changes in governing law or regulation, extreme weather or public health emergencies, or other unpredictability. Italy Plus Tours reserves the right to increase tour prices to cover any such increased costs. Further, please be advised that Italy Plus Tours shall not be liable for changes in cost or portions of a tour itinerary that remain uncompleted due to circumstances beyond our control, and failure to complete portions of a tour itinerary due to circumstances beyond our control are not cause for a full or partial refund.

8. TOUR SERVICES: Each tour package includes only the specific items listed on the Website for that particular tour, or as provided in our other materials on a case-by-case basis prior to departure, but subject to change or revision as set forth herein. Please be advised that IPT contracts with third-party providers for many of the services to be included or provided on your tour (“Third-Party Providers” and “Third-Party Services”, respectively). IPT is not responsible for, and shall have **no** liability for, any acts or omissions of such Third-Party Providers, or any cancellations of or changes to any such Third-Party Services. Please be further advised that Italy and the European Union have their own laws and regulations governing tourism. You acknowledge and agree that under such applicable laws, cash refunds for cancelled or rescheduled Third-Party Services are not available. Rather, in the event a tour is rescheduled or Third-Party Services become otherwise impossible or unavailable on the originally-scheduled date, the Third-Party Service Provider(s) shall offer only vouchers (typically good for one year from the original date) which you will be able to use either with a rescheduled IPT tour or on your own individual tour, subject to additional costs and limitations detailed elsewhere herein. Given the foregoing, IPT shall NOT be obligated under any circumstances to provide cash refunds for any canceled or rescheduled Third-Party Services. Thus, you acknowledge and agree that your only recourse and remedy hereunder for any such canceled or rescheduled Third-Party Services shall be a voucher(s). While, in the event of Third-Party Service cancellations, IPT shall use reasonable efforts to work with the local tour operator to find replacement Third-Party Services of equal or greater value at no additional cost, if such replacement Third-Party Services do require additional costs, it shall be your responsibility to pay for such additional costs, as further set forth in Paragraph 7 hereof.

9. TOUR EXCLUSIONS: All our tour packages exclude airfare, tour assistant director tips, travel insurance, costs associated with obtaining passports and entry visas, airport departure taxes, excess baggage charges, sightseeing not included in the itinerary, and personal expenses including without limitation laundry, communication charges, and optional activities. Please note, other items may be excluded as well. Please consult your specific tour itinerary for a listing of all excluded items specific to your tour. Please note, further, that all of our tours are based on double room occupancy; single and triple room rates are available upon request at an additional cost.

10. AIRFARE:

- a. International Airfare:** As noted in Paragraph 9 hereof, IPT tours cost do not include airfare. As a courtesy to you, when you reserve your tour as set forth herein, we will provide to you options for discounted pricing on your airline ticket(s) through our Group Contract Agreement with the airline(s). You acknowledge and agree that, while we help to facilitate your flight arrangements for your tour as set forth herein, your ticket is purchased from the 15300064 _1

airline in your name. Thus, your contract for your airline ticket(s) is with the applicable airline and not with IPT. Therefore, you acknowledge and agree that in the event of a flight change, flight cancellation, tour cancellation, or tour rescheduling, your **only** remedy for your airfare shall come directly from the airline, and its form and amount (whether voucher or refund and whether in whole or in part) shall be determined solely by the airline, and IPT shall have **no** responsibility or liability of any kind therefor. Further, airline Group Contract Agreement reservations (with a group being ten or more persons) have processing fees that vary depending upon the airline. Group processing fees are non-refundable in the event of airline flight changes or cancellations and any such fees, non-refundable by the airline, will be added to your land tour package cost. Airlines also reserve the right to add flight change or cancellation fees ("**Airline Change Fee**"), with each such Airline Change Fee typically being **\$300** or more. If any such Airline Change Fees are charged by the airline, they are also non-refundable and shall be added to your land tour package cost. **Please note** the \$300 airline change fee is not to be confused with the IPT \$300 processing fee.

If you are making your own flight reservations, please be advised that you **must** use the flight schedule for the tour as provided by IPT. It is your responsibility to be on the **same** flight as the tour group so that the group arrives together and can begin the tour at the scheduled time. If you are unable to obtain tickets for the same flight as your tour group, you will need to arrive a day earlier than the scheduled tour date, and all costs for this additional day (including without limitation accommodations, dining, and ground transportation) shall be at your own personal expense. Further, if you are not at the airport (arrival airport as indicated on your tour itinerary) when the group arrives, IPT reserves the right to depart with the group that is present on the scheduled tour bus at the scheduled time to begin the tour. If you book your tour 90 days or less from the departure date, please note that the group airline tickets will have already been secured by that time. As such, there will be no guarantee that there will be an additional airline ticket(s) available for you at the group rate. In that situation, IPT will use reasonable efforts to obtain for you a seat(s) on the same flight, however, it is **your** responsibility to pay any increased amounts for such ticket(s) above and beyond the group rate fare. Please note that most IPT tours depart from Cleveland Hopkins International Airport. Further, airline tickets purchased with our group are subject to the airline contract conditions regarding transfer, refund, and/or cancellations. Once purchased, they are **not** refundable, except from the airline and as specifically set forth by the airline in your contract with the airline. With regard to group airline tickets, should IPT or you reschedule or cancel your tour, there shall be a **\$300 airline change fee** on your flight assessed by the airline to you via IPT. This **airline change fee will be withheld from any applicable refund to** which you may otherwise be entitled hereunder.

b. Group tour airfare – A group tour is a tour that IPT has created and has priced as a group based on a specific number of people and is advertised on the IPT website or other forms of communication. IPT will contact an airline to secure a "hold for a specific number of seats (10 or more) secured with a deposit paid by IPT" and identified with a confirmation record locator #.

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c. Custom tour airfare – A custom tour is a tour that a guest has contacted IPT to help create a tour with their specific wishes. Custom tour guests are responsible for securing their own airline tickets to align with their tour itinerary. As indicated in (2. Payments).

d. Domestic Airfare in Italy:

Some IPT tours may include a domestic flight or flights between various locations in Italy. If your tour includes such domestic flight(s), it will be specified in your tour itinerary and the applicable costs will be included as a part of your land tour price. Under applicable law, the costs for such domestic flight(s) are **non-refundable** and tickets are **non-transferable**. Thus, should any domestic flight be cancelled for any reason whatsoever, you will **not** be refunded the cost, and IPT shall have **no** liability for such cost or for anything related thereto.

11. INDIVIDUAL TRAVELERS: If you wish to guarantee a private room, we offer a limited number of optional single supplements for an additional fee, as set forth on the Website and/or in our other materials provided to you concerning your specific tour. Please note a single supplement guarantees a private room — **not** a larger or nicer room, as European single-bed rooms are generally the smallest and most basic rooms of the hotel. Single supplements are refundable if cancelled at least 91 days prior to your departure date. Single supplement fees cancelled 90 days or less prior to your departure date will be **forfeited**. Prices for single room accommodations are listed with each tour itinerary.

12. TRAVEL INSURANCE: Italy Plus Tours strongly recommends that you educate yourself about travel insurance options and that you purchase the travel insurance option that you believe is best for you.

We are **not** a travel insurance provider. Any questions about what travel insurance does or does not cover should be addressed directly to the third-party travel insurance provider from which you are seeking your travel insurance. **If you decline to purchase travel insurance coverage, you agree and acknowledge that you will personally assume full responsibility for any financial loss associated with your travel arrangements, including without limitation the full amount you have paid for the tour as well as any additional amounts you need to pay to correct the situation. Italy Plus Tours assumes no liability for any loss resulting from your failure to purchase travel insurance, including without limitation any loss or damage to baggage in transit to and from a tour or while on a tour.**

13. PASSPORTS AND VISAS: You are solely responsible for complying with all passport and visa requirements. IPT shall have **no** responsibility or liability for your failure to do so. It is recommended that you check with the U.S. Department of State website for the latest passport and visa requirements.

14. COVID-19: If, within 14 days of your departure date, you become ill with or test positive for COVID-19, please provide a doctor's written confirmation of your diagnosis or test result, and we will provide you with **voucher(s)** for future travel as set forth in Paragraphs 4(d) and 5 hereof (for your **land portion only** of your tour). Further, you may be required to declare, prior to departure, whether you are exhibiting any symptoms of COVID-19, have tested positive for COVID-19, or have been in recent contact with a COVID-19 patient. You may be asked to adhere to recommended hygiene procedures, to wear a mask, and/or to limit physical contact with others, pursuant to local guidelines or requirements. Prior to departure, the airline may require you to complete a pre-boarding questionnaire or declaration confirming that you have familiarized yourself with health guidelines and requirements.

15. INAPPROPRIATE OR ILLEGAL CONDUCT: While on your tour, you agree to follow the directions of your tour guide and public authorities. You further agree to follow all applicable local, regional, and national laws of the location you are visiting. If you engage in conduct that is illegal or incompatible with the safety, comfort, or convenience of others, including without limitation behavior that is inappropriate or offensive, or that interferes with the delivery of tour services, or that may constitute a hazard or embarrassment, we may, in our sole discretion, **exclude** you from participating in all or part of your tour, or we may **expel** you from your tour. In such case, IPT shall have **no** liability, monetary or otherwise, to you. Should **you** decide for any reason not to participate in certain parts of your tour or not to use certain goods or services included in your tour, **no** refunds will be made for those unused parts, goods, or services.

16. TOUR EXPECTATIONS: Our tour offerings include tours that keep you physically active. You are responsible for familiarizing yourself with the level of activity that will be involved in your selected tour. Further, you must disclose any existing physical or mental illness, disability, pregnancy, or any other condition which may create a health hazard for yourself or others during your tour or for which you may require medical attention or special accommodations during your tour. We will make reasonable efforts to accommodate your needs, but you must notify us at the time of booking to receive a determination of what assistance we can reasonably provide. We **cannot** accommodate you if you have special needs for ordinary daily activities, such as walking and dining. In **no** instance will we, or our Third-Party Service Providers, physically lift or assist you on or off any vehicles. Individuals who require such assistance must be accompanied by an able-bodied companion who can be **entirely** responsible for providing such assistance. **We reserve the right** to decline acceptance of anyone we consider unsuitable due to fitness level. **We also reserve the right to remove** you from your tour, at your own expense, if your condition is such that it could create a hazard to yourself or others, or impact the enjoyment of other tour guests.

17. SMOKING POLICY: No smoking or vaping is allowed on the bus, in hotels, or in any location where other tour guests are present.

18. MINOR CHILDREN: Minor children may not participate on our tours unless their parents or legal guardians have submitted to us a fully completed and signed waiver and release regarding same by the time final payment is due. If you intend to travel with minor children, please contact us via email (at italyplustours@outlook.com) to obtain the applicable waiver and release form.

19. LIMITATION OF LIABILITY: Italy Plus Tours acts as an independent contractor to supply or arrange for travel services or otherwise to procure services or goods from Third-Party Providers, including without limitation hotels, local hosts, guides, bus lines, car rental companies, boat excursions, driving services, restaurants, and providers of entertainment. IPT assumes **no** responsibility for, and shall not be liable for, any personal injury, property damage, or other loss, accident, delay, inconvenience, or irregularity which may occur by reason of any act or omission by you, by any Third-Party Provider, or by any third party, including without limitation other tour guests. **IN NO EVENT WILL ITALY PLUS TOURS, OR ITS OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, SUCCESSORS, OR ASSIGNS, BE LIABLE FOR ANY INJURY, LOSS, CLAIM, DAMAGE, OR ANY SPECIAL, PUNITIVE, EXEMPLARY, DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY**

OR OTHERWISE, THAT ARISE OUT OF OR ARE IN ANY WAY CONNECTED WITH YOUR TOUR, OR THE TOUR SERVICES, OR THESE TERMS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH CLAIMS OR DAMAGES. THE AGGREGATE LIABILITY TO YOU OF ITALY PLUS TOURS, AND ITS OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, SUCCESSORS, OR ASSIGNS, FOR ANY CLAIMS OR DAMAGES ARISING OUT OF OR IN ANY WAY RELATING TO YOUR TOUR, OR THE TOUR SERVICES, OR THESE TERMS, MAY NOT AND SHALL NOT EXCEED THE AMOUNT THAT YOU HAVE PAID TO ITALY PLUS TOURS FOR YOUR TOUR.

20. ASSUMPTION OF RISK AND RELEASE: Certain risks and dangers may arise on your tour, including without limitation the following: injury, disease, illness, and accidents, including without limitation in places without access to medical facilities, transportation, or means of rapid evacuation and assistance; traveling in unsafe or politically unstable areas or under unsafe conditions; criminal conduct by third parties; civil disturbances, war, extortion, kidnapping, or terrorist activities; local law enforcement activity; and all other types of physical harm or threats of physical harm to yourself and others, as well as damage to or theft of personal property.

You understand, acknowledge, and agree that certain risks and dangers are inherent in travel, your tour, and the other activities in which you will participate in during your tour. Further, you understand, acknowledge, and agree that there may be a great variety of other risks not known or reasonably foreseeable. **YOU HEREBY EXPRESSLY ASSUME ALL OF THESE RISKS, AND YOU HEREBY EXPRESSLY AGREE TO FOREVER RELEASE, DISCHARGE, AND HOLD ITALY PLUS TOURS, AND ITS OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, SUCCESSORS, AND ASSIGNS HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY, ACTIONS, CAUSES OF ACTIONS, SUITS, CLAIMS, DEMANDS, AND DAMAGES OF ANY AND EVERY KIND AND NATURE WHATSOEVER, KNOWN OR UNKNOWN, WHICH YOU NOW HAVE OR WHICH MAY HEREAFTER ARISE OUT OF OR IN CONNECTION WITH THESE TERMS, YOUR TOUR, ANY ACTIVITIES IN WHICH YOU PARTICIPATE DURING YOUR TOUR, OR THE TOUR SERVICES, INCLUDING WITHOUT LIMITATION CLAIMS OF NEGLIGENCE AND INCLUDING WITHOUT LIMITATION CLAIMS ARISING OUT OF OR RELATED TO ACTS OR OMISSIONS OF THIRD PARTIES, AND YOU HEREBY FULLY ACCEPT AND ASSUME ALL RESPONSIBILITY AND LIABILITY FOR THE FOREGOING.** You understand, acknowledge, and agree that Italy Plus Tours, and its owners, officers, directors, employees, agents, affiliates, successors, and assigns, are not responsible for and shall not be liable for any harm that occurs or might occur during your tour or as a result of your tour or related to your tour, **AND YOU HEREBY EXPRESSLY AGREE TO FULLY RELEASE AND DISCHARGE ITALY PLUS TOURS, AND ITS OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, SUCCESSORS, AND ASSIGNS, FROM ALL LIABILITY IN CONNECTION WITH YOUR PARTICIPATION IN YOUR TOUR.**

21. CHANGES TO THE SERVICES: IPT reserves the right, in our sole discretion, to review, improve, change, or discontinue, temporarily or permanently, any services, tours, or activities, **without providing notice to you.** IPT shall **not** be liable to you or any third party for any such changes or discontinuances.

22. INDEMNIFICATION: You agree to indemnify and hold harmless Italy Plus Tours, and its owners, officers, directors, employees, agents, affiliates, successors, and assigns, from and against any costs, damages, losses, and liabilities, including without limitation attorneys' fees, arising out of (a) your own acts or omissions, and (b) if you are traveling with minor children and have submitted the required waiver and release related thereto, your minor children's acts or omissions.

23. FORCE MAJEURE: IPT shall assume **no** responsibility for and shall have **no** liability for any death, personal injury, property damage, financial loss, or other loss, accident, delay, inconvenience, or irregularity which results from or may be occasioned by any circumstances beyond our exclusive control, including without limitation the following: delays or cancellations that cause you to miss all or any portion of your tour, acts of God, acts of government, bans or restrictions on travel by any applicable governmental authority, war, terrorist acts, riots, disasters, diseases, illnesses, epidemics, pandemics, health hazards, weather extremes, and/or strikes. Please be advised that we have no special knowledge regarding the safety of conditions, health hazards, weather hazards, or climate extremes at locations to which you may travel. You understand, acknowledge, and agree that health care standards, facilities, and services abroad may be different or even inadequate for treating disease, illness, or other health conditions. For information concerning possible dangers at foreign destinations, we strongly recommend that you contact the Travel Warnings Section of the U.S. State Department. For medical information relative to foreign destinations, we strongly recommend that you contact the U.S. Centers for Disease Control.

24. GENERAL: Failure to enforce any part of these Terms in some instances does not constitute a waiver of our right to enforce the same part or other parts of these Terms in other instances. If any provision of these Terms is or becomes unlawful, void, or otherwise unenforceable, then that provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision, and the remaining provisions of these Terms will continue in full force and effect. **WE RESERVE THE RIGHT, WITHOUT NOTICE AND IN OUR SOLE DISCRETION, TO AMEND THESE TERMS.** **IN LIEU OF LITIGATION AND JURY TRIALS, EACH OF WHICH YOU EXPRESSLY WAIVE, ANY DISPUTE CONCERNING, RELATING, OR REFERRING TO YOUR TOUR, THE TOUR SERVICES, THESE TERMS, OR ANY SUPPLEMENTAL TERMS SHALL BE RESOLVED EXCLUSIVELY BY BINDING ARBITRATION IN AKRON, OHIO, ACCORDING TO THE THEN-EXISTING COMMERCIAL RULES OF THE AMERICAN ARBITRATION ASSOCIATION. SUCH PROCEEDING WILL BE GOVERNED BY THE SUBSTANTIVE LAW OF THE STATE OF OHIO. THE ARBITRATOR(S), AND NOT ANY FEDERAL, STATE, OR LOCAL COURT OR AGENCY, SHALL HAVE EXCLUSIVE AUTHORITY TO FINALLY RESOLVE ANY DISPUTE RELATING TO THE SUBJECT MATTER HEREOF. YOU AGREE TO PRESENT ANY CLAIMS AGAINST US FOR ARBITRATION AS SET FORTH HEREUNDER WITHIN SIXTY (60) DAYS AFTER YOUR TOUR ENDS OR AFTER THE DATE OF THE EVENT GIVING RISE TO YOUR CLAIMS, WHICHEVER IS EARLIER, AND YOU HEREBY ACKNOWLEDGE THIS EXPRESS LIMITATION.**

You hereby consent to our use of pictures or video of you in our marketing materials without compensation. Facsimile or scanned transmission of any signed document shall be deemed delivery of an original. If there are any conflicts between these Terms and your tour itinerary, these Terms shall apply. All applications for travel are subject to review and approval, and we reserve the right, in our sole discretion, to decline to do business with anyone on a nondiscriminatory basis.

Please visit www.italyplustours.com to download the Terms & Conditions Acceptance Confirmation Form.

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