

# **Your Agreement with Zorka's Travel and Logistics Services, LLC**

By viewing our website or making a booking, you hereby agree to the following terms and conditions, on behalf of yourself and all members of your traveling party. These terms and conditions form an agreement between you and Zorka's Travel and Logistics Services, LLC of Falls Church, Virginia ("Zorka's Travel," "we" or "us").

You agree that:

- a) you are 18 years of age or older
- b) you have read these terms and conditions and have the authority to and do agree to be bound by them;
- c) you consent to our use of personal data in accordance with our Privacy Policy and are authorized on behalf of all persons named on the booking to disclose their personal details to us, including where applicable, special categories of data (such as information on health conditions or disabilities and dietary requirements); and
- d) you accept financial responsibility for payment of the booking on behalf of all persons named on the booking.

## **1. Booking and Paying for your Arrangements**

Bookings can be made by email, telephone or in-person. ZORKA'S TRAVEL charges a non-refundable consultation and planning fee of \$250. The consultation and planning fee is not going to be used as a deposit for any portion of your trip. The booking process is concluded when we send you a booking confirmation email. The amount you pay at the time of booking depends on the terms and conditions of the supplier. For example, hotels and rental car companies may require no payment at the time of booking and may, instead, request payment at check-in or upon arrival at the rental car office. Other suppliers, such as hotels and airlines may request that you pre-pay for the service at the time of booking. Other suppliers require a deposit at the time of booking with a remaining balance due at a later time.

If your booking is not confirmed, we will promptly notify you and will refund you for the amount paid for your booking. The amount refunded to you will be refunded to the credit or debit card used by you when making your booking.

Upon receipt of our confirmation, if you believe that any details are wrong, you must advise us immediately as changes cannot be made later and it may harm your rights if we are not notified of any inaccuracies in any document.

If we do not receive the balance of your chosen arrangements in full and on time, we reserve the right to treat your booking as cancelled by you in which case the cancellation charges set out in Section 7 below will become payable. We reserve the right to return your payment and decline to issue a confirmation at our absolute discretion.

Availability and price quotes are applicable to the date and time at which they are requested and cannot be guaranteed until payment is made.

Quotes in a foreign currency fluctuate with exchange rates and international payments may carry a foreign transaction fee.

Zorka's Travel will make every effort to honor the price as originally quoted, however, under certain circumstances additional costs by a supplier or government may be imposed due to an increase in the cost for one or more of the travel components.

Flight confirmation is subject to availability and prices are subject to change after the date of deposit, including price increases in the fee for a seat assignment, fee for baggage, applicable fuel surcharges, or an increase in a government imposed fee or tax.

Overnight shipping fees for documents shipped to you from ZORKA'S TRAVEL may be billed to you.

## **2. Accuracy**

We endeavor to ensure that all the information and prices in communications with you on our website and in any advertising material that we publish are accurate, however, occasionally changes and errors occur and we reserve the right to correct prices and other details in such circumstances. You must check the current price and all other details relating to the arrangements that you wish to book before your booking is confirmed.

## **3. Pricing**

For trips outside the US, the price of your travel arrangements has been calculated using current exchange rates. We reserve the right to amend the price of unsold trips at any time to correct errors in the prices of confirmed trips. We also reserve the right to increase the price of confirmed trips to allow for increases which are a direct consequence of changes in:

- i. the price of the carriage of passengers resulting from the cost of fuel or other power sources;
- ii. the level of, taxes or fees applicable to the trip imposed by third parties not directly involved in the performance of the trip, including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports;
- iii. the exchange rates relevant to the package; and
- iv. cost changes which are part of our contracts with transport providers and any other suppliers.

However, after you have paid in full, airfares and packages with airfare components will not be increased except for supplemental price increases imposed by governments, and you hereby consent to any such price increases. You will be charged for the amount of any increase in accordance with this clause. However, if this means that you have to pay an increase of more than 8% of the price of your confirmed trip (excluding any amendment charges and/or additional services or travel arrangements), you will have the option of accepting a change to another trip if we are able to offer one (if this is of equivalent or higher quality you will not have to pay more but if it is of lower quality you will be refunded the difference in price), or cancelling and receiving a full refund of all monies paid to us, except for any insurance premiums and any amendment charges and/or additional services or travel arrangements. Should you decide to cancel for this reason, you must exercise your right to do so within 7 days from the issue date printed on your final invoice. In any event, there will be no increase in the

price of your confirmed arrangements within 20 days of your departure, nor will refunds be paid during this period.

#### **4. Cutting Your Trip Short**

If you cut short your trip and return home early in circumstances where you have no reasonable cause for complaint about the standard of accommodation and services provided, we will not offer you any refund for that part of your trip not completed, or be liable for any associated costs you may incur. Depending on the circumstances, your travel insurance may offer coverage for curtailment.

#### **5. Changes by You & Transfers of Bookings**

If you wish to change any part of your booked arrangements after our confirmation invoice has been issued, you must inform us in writing as soon as possible. This should be done by the first named person on the booking. While we will do our best to assist, we cannot guarantee that we will be able to meet your requested change. Where we can meet a request, all changes will be subject to payment of an administration fee of \$50 per person per change as well as any applicable rate changes or extra costs incurred as well as any costs incurred by ourselves and any costs or charges incurred or imposed by any of our suppliers. You should be aware that these costs could increase the closer to the departure date that changes are made, and you should contact us as soon as possible. Where we are unable to assist you and you do not wish to proceed with the original booking, we will treat this as a cancellation by you, in which case the cancellation charges set out in Section 7 below will become payable.

**6. Transfer of Booking:** If you or any member of your party is prevented from travelling, that person(s) may transfer their place to someone else, subject to the following conditions:

- i. the supplier allows for bookings to be transferred;
- ii. that person is introduced by you;
- iii. we are notified not less than 7 days before departure;
- iv. you pay any outstanding balance payment, an amendment fee of \$50 per person transferring, and any additional fees, charges or other costs arising from the transfer; and
- v. the transferee agrees to these booking conditions and all other terms of the contract between us.

You and the transferee remain jointly and severally liable for payment of all sums. If you are unable to find a replacement, cancellation charges as set out in Section 7 will apply in order to cover our estimated costs. Otherwise, no refunds will be given for passengers not travelling or for unused services.

#### **7. Payments and Cancellation**

Final payment is due prior to departure according to each supplier's (airline, hotel, cruise line, travel insurance company, transfer company, sightseeing operators, and other travel service vendors) terms and conditions involved in your travel booking. If final and full payment is not received by the applicable due date, reservations are subject to cancellation and any deposits shall be forfeited. In some cases there is NO REFUND once a booking is made and paid for. Your right to a refund if you change or cancel your travel plans is limited. All cancellation requests must be sent to us in writing. As a result of cancellation, ZORKA'S TRAVEL's and third party supplier's cancellation penalties will apply, which are detailed in your travel documentation, this website, and each of the supplier's website. Cancellation penalties are provided at time of booking and upon confirmation. If you have any questions, or any penalties are unclear, please contact your ZORKA'S TRAVEL. All cancellation fees will be charged to the credit card you authorized to pay for travel services, or deducted from the supplier's refund.

## **8. If We Change or Cancel**

As we plan your trip arrangements many months in advance we may occasionally have to make changes or cancel your booking and we reserve the right to do so at any time.

Changes: If we make an insignificant change to your trip, we will make reasonable efforts to inform you as soon as reasonably possible if there is time before your departure, but we will have no liability to you. Examples of insignificant changes include alteration of your outward/return flights by less than 12 hours, changes to aircraft type, change of accommodation to another of the same or higher standard, or changes of carriers. Please note that carriers such as airlines used in our advertising material may be subject to change. Occasionally we may have to make a significant change to your confirmed arrangements. Examples of "significant changes" include the following, when made before departure:

- A change of accommodation area for the whole or a significant part of your time away.
- A change of accommodation to that of a lower standard or classification for the whole or a significant part of your time away
- A change of outward departure time or overall length of your arrangements by more than twelve hours.
- A significant change to your itinerary, missing out one or more destination entirely.
- A change of departure airport except between airports in the same metro area.

Cancellation: We may have to cancel your travel arrangements anytime before your departure date for any reason including a supplier's decision to cancel, a force majeure (as defined in Section 9), failure by you to pay the final balance or if the minimum number of clients required for a particular travel arrangement is not reached. If we have to make a significant change or cancel, we will tell you as soon as possible and if there is time to do so before departure, we will offer you the choice of:

1. (for significant changes) accepting the changed arrangements;
2. having a refund of all monies paid; or
3. accepting an offer of alternative travel arrangements of comparable standard from us, if available (we will refund any price difference if the alternative is of a lower value).

You must notify us of your choice within 7 days of our offer. If we do not hear from you within 7 days, we will contact you again to request notification of your choice. If you fail to respond again, we will assume that you have chosen to accept the change or alternative booking arrangements.

If we become unable to provide a significant proportion of the services that you have booked with us after you have departed, we will, if possible, make alternative arrangements for you at no extra charge and where those alternative arrangements are of a lower standard, provide you with an appropriate price reduction.

## **9. Force Majeure**

"Force Majeure" means, in relation to ZORKA'S TRAVEL, any circumstances beyond the reasonable control of ZORKA'S TRAVEL, (including, but without limitation, acts of God, explosion, flood, tempest, forceful wind, fire or accident, war or threat of war declared or undeclared, acts of terrorism, sabotage, insurrection, riots, strikes, civil disturbance, requisition, sickness, quarantine, government intervention, weather conditions, defects in machinery and vehicles, delay, wildlife, or other untoward occurrences).

ZORKA'S TRAVEL shall not be deemed to be in breach of these Terms and Conditions or otherwise be liable to you, by reason of delay in performance, or by non-performance, of any of its obligations hereunder to the extent that any such delay or non-performance is due to any Force Majeure.

If ZORKA'S TRAVEL, and/or any of its' travel suppliers, are affected by Force Majeure, they shall be entitled to, and may in their sole and absolute discretion, vary or cancel any itinerary or arrangement in relation to your trip. Payment of any refund by ZORKA'S TRAVEL to you as a result of the non-performance of any obligations hereunder shall remain in its sole and absolute discretion, although ZORKA'S TRAVEL shall use its reasonable efforts to reimburse you where possible. However, ZORKA'S TRAVEL shall be entitled to deduct from any refund recoverable the reasonable actual and potential costs to ZORKA'S TRAVEL of the Force Majeure and applicable cancellation fees.

Regarding civil unrest, once ZORKA'S TRAVEL has investigated the prevailing situation, as it deems fit, it shall remain in ZORKA'S TRAVEL's sole and absolute discretion whether to proceed with your trip. You may in such circumstances cancel the trip subject to ZORKA'S TRAVEL's and each supplier's terms and conditions.

#### **10. Coronavirus Pandemic**

As the worldwide COVID-19 coronavirus pandemic remains ongoing at this time, you acknowledge that for this reason, and other reasons not reasonably foreseeable at this time, your travel plans may be interrupted or cancelled by the supplier that is providing them, a government entity or other third party over which we have no control. You further acknowledge that the suppliers' own cancellation, rebooking and refund policies, subject to any applicable law that is now or may later be in effect, will govern your rights and remedies, including your right to receive a refund, in such an event. Moreover, you understand that should you elect to purchase travel insurance, the terms of the policy will dictate whether, and to what extent, coverage for any financial loss may exist under the circumstances. You hereby agree to hold ZORKA'S TRAVEL harmless and release it from any and all liability for any damages, including but not limited to monetary losses, you may incur as a result of such interruption or cancellation of these travel plans.

#### **11. Special Requests**

Any special requests must be advised to us at the time of booking. You should then confirm your requests in writing. While every effort will be made by us to try and arrange your reasonable special requests, we cannot guarantee that they will be fulfilled. The fact that a special request has been noted on your confirmation invoice or any other documentation or that it has been passed on to the supplier is not confirmation that the request will be met. Failure to meet any special request will not be a breach of contract on our part unless the request has been specifically confirmed. We do not accept bookings that are conditional upon any special request being met.

#### **12. Disabilities and Medical Problems**

The Americans with Disabilities Act ("ADA") is only applicable within the United States, and facilities for disabled individuals are limited outside its borders. A qualified and physically able companion must accompany travelers with disability who need assistance. Motorized scooters may be unsuitable for many trips. Transportation services, including many tour motor coaches, may not be equipped with wheelchair ramps. Hotels may have accessible rooms. We do not, however, guarantee that all hotel facilities are accessible for travelers with disabilities.

We will take reasonable measures to cater for any special requirements a disabled traveler may have. If you or any member of your party has any medical problem or disability which may affect your trip, please provide us with full details before we confirm your booking so that we can try to advise you as to the suitability of your chosen arrangements. We may require you to produce a doctor's certificate certifying that you are fit to participate in the trip. If we are unable to properly accommodate the needs of the person(s) concerned, we will not confirm your booking or if you did not give us full details at the time of booking, we may cancel it and impose applicable cancellation charges when we become aware of these details.

### **13. Complaints**

We make every effort to ensure that your arrangements run smoothly, but if you do have a problem during your trip, please inform the relevant supplier immediately, who will endeavor to solve the problem. If your complaint is not resolved locally, please contact us on +1 (515) 999-6752. If the problem cannot be resolved and you wish to complain further, you must send formal written notice of your complaint to us by e-mail [bsalvador@zorkatravel.com](mailto:bsalvador@zorkatravel.com) within 28 days of the end of your trip, giving your booking reference and all other relevant information. Please keep your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you. Failure to follow the procedure set out in this clause may affect ours and the applicable supplier's ability to investigate your complaint.

### **14. Credit Card Chargebacks**

Before initiating a chargeback related to any supplier of service, you agree to first attempt to resolve directly any disputed transaction fees with us. You agree to indemnify, hold harmless and defend ZORKA'S TRAVEL against airline debit memos for credit card chargebacks arising out of: (a) your complaints regarding any airline service or (b) unauthorized charges by members of your family or former employees of your company. You also agree to refrain from initiating a chargeback dispute for any other reason except fraud. You further agree to pay ZORKA'S TRAVEL's reasonable attorney fees and expenses if ZORKA'S TRAVEL has to file suit against you in order to enforce the indemnification provision under this Section 14 of the Agreement or if you initiate a chargeback dispute arising out of a cause other than fraud.

### **15. Hotel Check-In**

Upon check-in, the holder of the reservation must provide a valid identification and cash deposit, credit or debit card, as determined by the hotel at the hotel's sole discretion, in his or her name (the amount of available credit required will vary by hotel). Depending on the hotel's policy, debit cards may not be accepted for this purpose. Such deposit is unrelated to any payment received by ZORKA'S TRAVEL.

Hotel accommodation for more than two adults is not guaranteed, as certain hotels do not allow additional guests. If the hotel at which you made a reservation does allow additional guests, there may be added charges. Such added charges vary and will be payable directly to the hotel, not ZORKA'S TRAVEL.

In the event you are delayed on your date of check-in or find that you cannot check-in to your hotel on the date you requested, contact the hotel directly to advise it of your travel changes. Depending on the applicable hotel's terms and conditions, if you do not check-in to your hotel on the day of your reservation and also do not alert the hotel, the hotel may cancel the remaining portion of your reservation and may not provide you with a refund.

## **16. Hotel Reservation Changes and Cancellations**

There are various cancellation policies among hotels. Some reservations are non-cancellable and cannot be altered. Other reservations require a penalty payment for cancellation. Of course, some reservations are fully refundable upon cancellation. You should check your hotel's cancellation policy before you book. If changes to your pre-paid reservation are allowed by the hotel, such changes or cancellation may only be permitted with a booking of a new reservation with that hotel. You acknowledge that in no event will ZORKA'S TRAVEL be required to refund any amounts.

You should check room and rate details in advance of making any reservation, as sometimes lower rates are available at a hotel but such rates can carry special conditions and restrictions (as an example: in respect of cancellation and refund for such reservation).

## **17. Rental Car Service Restrictions**

Vehicle rentals available through the Website are subject to the applicable car rental company's standard rental contract. When you pick up your vehicle, you will be required to complete such contract. If you would like to review the terms of such agreement, please contact the applicable Travel Service Provider directly. ZORKA'S TRAVEL is not a party to such agreement.

For a reservation made for a retail price disclosed rental car, please be advised that ZORKA'S TRAVEL is not the merchant of record and does not charge your credit card. Rather your credit card will be used to guarantee the reservation and you will be provided with information regarding the estimated amount due to the rental car company upon pick-up of the vehicle. The actual price owed to the rental car company may vary depending on special requests you make and additional items you may choose to purchase at the time of pick-up. The rental car company may also charge different pricing if you deviate from the schedule you reserve (for example: if you pick up or drop off the car late). Upon pick-up of the rental car, the driver will be required to present a valid driver's license and a valid credit card in the driver's name. Specific cars, makes and models are not guaranteed and listed car makes and models are for example only. As a result, your reservation requests are not guaranteed by us or the rental car company. Please note ZORKA'S TRAVEL is not the vendor collecting and remitting taxes to the applicable taxing authorities. ZORKA'S TRAVEL's rental car suppliers, as vendors, bill all applicable taxes to ZORKA'S TRAVEL and the ZORKA'S TRAVEL pays over such amounts directly to the vendors. ZORKA'S TRAVEL is not a co-vendor associated with the vendor through whom we book or reserve travel arrangements and itineraries for customers. The reality of taxation, the appropriate tax rate and the type of applicable taxes vary significantly by location.

## **18. Passport, Visa and Immigration Requirements and Health Formalities**

It is your responsibility to check and fulfill the passport, visa, health and immigration requirements applicable to your itinerary. We can only provide general information about this. You must check requirements for your own specific circumstances with the relevant Embassies and/or Consulates and your own doctor as applicable. Requirements do change, and you must check the up to date position in good time before departure.

Each foreign country holds different views of past criminal offenses, whether within or outside of their boundaries. If you have a current or past offense, and you are unsure how the country you are traveling to (or through) views that offense, please contact that country directly for entry and exit requirements. (See: <https://travel.state.gov/content/travel/en/international-travel/International-Travel-Country-Information-Pages.html> ) ZORKA'S TRAVEL neither controls nor warrants the issuance of visas related to applicable travel. It is Customer's responsibility to verify that all the visas required for your trip have

been obtained, that the visas for each country are valid for the entry and exit dates of your visit, that your personal details are accurately reflected and that your passport is valid for at least six months beyond the completion date of your trip. Please note that even when a visa is issued, a traveler may be denied entry since each country's local immigration officials make the final entry decision. Several factors including past criminal record may contribute to the decision of the local immigration official(s). Should a visa not be issued, ZORKA'S TRAVEL is not responsible for lost payments made toward the contemplated trip. If you call our office, our representatives do not make this inquiry because we feel it is an invasion of privacy. For example, if traveling to or through Canada, Americans with a Driving While Intoxicated (DWI) or possession of marijuana record should always check whether current rules exclude admission, and potential waivers. (See: <https://www.canada.ca/en/immigration-refugees-citizenship/services/immigrate-canada/inadmissibility/overcome-criminal-convictions.html> )

For medical information about your destination, we recommend contacting the Centers for Disease Control at (877) FYI-TRIP or go to <http://www.cdc.gov/travel>. We do not accept any responsibility if you cannot travel or incur any other loss because you have not complied with any passport, visa, immigration requirements or health formalities. You agree to reimburse us in relation to any fines or other losses which we incur as a result of your failure to comply with any passport, visa, immigration requirements or health formalities.

#### **19. Hazardous Materials**

USA federal law prohibits passengers from bringing hazardous materials on the aircraft. (1) USA federal law forbids the carriage of hazardous materials aboard aircraft in the passenger's luggage or on the passenger's 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 radio- active materials. Examples: Paints, lighter fluid, fireworks, tear gases, oxygen bottles, and radio-pharmaceuticals. (2) There are special exceptions for small quantities (up to 70 ounces total) of medicinal and toilet articles carried in the passenger's luggage and certain smoking materials carried on the passenger's person. For further information, each passenger should contact the relevant air line representative(s) on their itinerary. Restrictions on hazardous materials are listed <http://www.tsa.gov/traveler-information/prohibited-items> and [http://www.faa.gov/about/initiatives/hazmat\\_safety/](http://www.faa.gov/about/initiatives/hazmat_safety/)

#### **20. Insecticide Notice**

All passengers are referred to always 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 DOT's website, as this list is updated from time to time: <http://www.dot.gov/office-policy/aviation-policy/aircraft-disinsection-requirements>

#### **21. Supplier Contracts and Air Transport Rules**

Many of the services which make up your trip are provided by independent suppliers. Those suppliers provide these services in accordance with their own consumer contracts covering cancellation penalties, supplier loyalty rewards programs and a wide range of other terms and conditions, and that you may be bound by those contracts regardless of whether you receive notice of their terms. Some of these terms and conditions may limit or exclude the supplier's liability to you. Copies of the relevant parts of these terms and conditions are available on the supplier's website or request from the supplier concerned. Upon request and to the extent we can honor your request, we will try to assist you in obtaining such supplier terms and conditions.



All airline Contracts of Carriage are available for view publicly on their websites and at their office branches. Airlines regularly update the non-stop flights that they offer and as a result, ZORKA'S TRAVEL's route network may also change without prior notice given to you. ZORKA'S TRAVEL is not responsible for losses due to cancelled flights, seats, or changed flight Itineraries. Suppliers retain the right to adjust flight times and schedules at any time; schedule changes can result in an Itinerary that falls outside of the desired travel window or may result in a non-stop Itinerary being changed to a connecting Itinerary with the same origin and destination airports. You cannot cancel your reservation without penalty due to a change of schedule, aircraft type or operating carrier, unless the airline's policies permit penalty-free cancellations under such circumstances. If an airline cancels or delays a flight, you should work with the airline to ensure you arrive at your destination. ZORKA'S TRAVEL will not provide any refund of costs incurred by you, in part or full, due to missed, cancelled or delayed flights, or other flight irregularities including, without limitation, denied boarding whether or not you are responsible for such denial. Airline flights may be overbooked. A person denied boarding on a flight may be entitled to a compensatory payment or other benefits from the airline. The rules for denied boarding are available at all ticket counters and within the airline's Contract of Carriage. E-tickets expire a year from issue date unless carrier fare rules in passenger's itinerary fare provide otherwise.

## **22. Air Check-Ins, Delays, Missed Flights, Identity of the Carriers and Denial of Boarding**

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. Failure to use a reservation may result in automatic cancellation of all continuing and return flights, as well as forfeiture of airfares. If you or any member of your party miss your flight or other transport arrangement, it is canceled, or you are subject to a delay of over 3 hours for any reason, please contact us and the airline or other transport supplier concerned immediately.

Under European Union (EU) law, for flights by EU airlines, or for flights by other airlines departing from a point in the EU, you have rights in some circumstances to refunds and/or compensation from the airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicized at EU airports and will also be available from airlines. Reimbursement in such cases is the responsibility of the airline and will not automatically entitle you to a refund of your trip price from us. A delay or cancellation to your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight.

The carrier(s), flight timings and types of aircraft shown in this brochure or on our website and detailed on your confirmation invoice are for guidance only and are subject to alteration and confirmation. If the name of the carrier(s) do not appear on your confirmation invoice or if a carrier is replaced, we will inform you of the identity of the actual carrier(s) as soon as we become aware of it. The latest flight timings will be shown on your tickets which will be sent to you approximately two weeks before departure. You should check your tickets very carefully immediately on receipt to ensure you have the correct flight times. If flight times change after tickets have been sent, we will contact you as soon as we can to let you know.

**ZORKA'S TRAVEL DOES NOT ACCEPT ANY RESPONSIBILITY IF YOU ARE DENIED BOARDING ON AN AIRCRAFT OR ENTRY INTO A SECURE SECTION OF AN AIRPORT DUE TO THE FAILURE ON YOUR PART TO CARRY OR OBTAIN THE CORRECT DOCUMENTATION OR IDENTIFICATION OR FOR ANY OTHER REASON. IF YOUR FAILURE TO DO SO RESULTS IN FINES, SURCHARGES, CLAIMS, FINANCIAL DEMANDS OR OTHER**

FINANCIAL PENALTIES BEING IMPOSED ON ZORKA'S TRAVEL, YOU WILL BE RESPONSIBLE FOR INDEMNIFYING AND REIMBURSING US ACCORDINGLY, WITH CHARGES AUTOMATICALLY BEING MADE TO YOUR CREDIT CARD ON FILE.

### **23. Advance Passenger Information**

A number of Governments are introducing new requirements for air carriers to provide personal information about all travelers on their aircraft to authorities before the aircraft departs. The data will be collected either at the airport when you check in or in some circumstances when, or after you make your booking. Accordingly, you are advised to allow extra time to check in for your flight. Where we collect this data, we will treat it in accordance with our privacy policy.

### **24. Reservation Information and Identification Documentation Requirements.**

When making a travel reservation with ZORKA'S TRAVEL you agree to (i) provide accurate, current and complete information about yourself and those persons on whose behalf you are making a booking (hereinafter referred to as "Booking Data"); (ii) maintain and promptly update ZORKA'S TRAVEL as to any changes to the Booking Data, and any other information provided to ZORKA'S TRAVEL, in order to keep it accurate, current and complete; and (iii) accept all risk of unauthorized access to any information you provide to ZORKA'S TRAVEL, (including, but not limited to Booking Data). ZORKA'S TRAVEL may need to request documented proof of identity in order to make certain changes to Booking Data, such as changes to name or birth date.

ZORKA'S TRAVEL is not obligated to retain a record of Traveler's account or any Booking Data or other information that you may have stored by means of your client file for your use of the Service, but may decide to do so at its own discretion as business decisions may warrant. You are only authorized to create and use one account with ZORKA'S TRAVEL and the account must be in the proper legal name of yourself and the persons for whom you are reserving tickets, as you are prohibited from using alter egos or other disguised identities when using the Service. All airline tickets and other travel documents will be issued in the name(s) of the passenger(s) listed in your Booking Data and once issued may not be available for a name change.

### **25. Cooperation with Law Enforcement**

We reserve the right to fully cooperate with any law enforcement authorities or court order requesting disclosure of the identity of anyone posting any e-mail messages, or publishing or otherwise making available any materials that are believed to violate these Terms and Conditions. BY ACCEPTING THIS AGREEMENT, YOU WAIVE AND HOLD HARMLESS ZORKA'S TRAVEL FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ZORKA'S TRAVEL DURING OR AS A RESULT OF ITS INVESTIGATIONS AND/OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER ZORKA'S TRAVEL OR LAW ENFORCEMENT AUTHORITIES.

### **26. TSA Secure Flight**

Please be advised that the Transportation Security Administration (TSA) requires airline passengers to carry a government issued ID in order to board a flight. The name, date of birth and gender that appears on the ID must exactly match the same such data that is listed on your airline ticket and in your booking records. Failure to strictly comply with these requirements may result in denied boarding or an undue delay at an airport security checkpoint which could cause you to miss your flight.

### **27. REAL ID**

Please be advised that beginning October 1, 2021 a state-issued ID or license may only be used to pass through airport security checkpoints and to subsequently board a flight within the United States if it is REAL ID compliant. State issued temporary driver's licenses, hunting, firearms or weapons permits are not acceptable forms of identification. Please contact your state department of motor vehicles if you are unsure whether your ID complies with the REAL ID Act.

### **28. Children**

TSA does not require children under 18 to provide identification when traveling with a companion within the United States. However, airline policies regarding ID requirements for minors may differ from TSA rules. Please contact the airline(s) shown on your itinerary to inquire about any airline-specific ID requirements for travelers under 18.

### **29. California and Illinois Residents Only**

Upon cancellation of any services, where the Traveler is not at fault and has not canceled in violation of any Terms and Conditions previously clearly and conspicuously disclosed and agreed to by the Traveler, all sums paid to ZORKA'S TRAVEL for services not provided will be promptly paid to the Traveler. In California and Illinois, this provision does not apply where the ZORKA'S TRAVEL has remitted the payment to another Supplier, without obtaining a refund, and where the Supplier defaults in providing the agreed-upon transportation or service. In this situation, ZORKA'S TRAVEL must provide the Traveler with a written statement accompanied by bank records establishing the disbursement of the payment to Supplier.

### **30. Privacy Policy**

At all times your information will be treated in accordance with ZORKA'S TRAVEL's Privacy Policy, which is incorporated by reference into this Agreement and can be viewed at \_\_\_\_\_

### **31. Copyright Notice**

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frequently, especially before you use this website, to see if these Terms changed. Use of the website after any changes to the Terms constitutes your consent to the changes.

#### **34. Governing Law, Jurisdiction and Severability**

This Agreement will be interpreted according to the laws of the Commonwealth of Virginia in the United States. You agree to make good faith attempts to resolve any disputes that may arise from this agreement first through various forms of alternative dispute resolution, including, but not limited to, amicable negotiations, mediation, or arbitration in Virginia. If the good faith efforts of alternative resolution fail, jurisdiction over any dispute arising out of, in connection with, or relating to this Agreement and/or the transactions and relationships among the parties contemplated by this Agreement shall be filed exclusively in federal or state court in Fairfax County, Virginia. You agree to personal jurisdiction in the specified forum. In the event any action or proceeding is initiated by me in a court outside of Fairfax County, Virginia, you agree to pay our costs and reasonable attorney fees associated with defending such action or proceeding. If any portion of this agreement is determined by a court to be null and void, the remaining portions of this agreement shall nevertheless remain valid and binding upon the parties.

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