

Correct as of May 2024

Booking Conditions:

These Booking Conditions form the basis of your contract (“**Your Contract**”) with Marathon Tours, Inc. (trading as Marathon Tours & Travel, Tri Travel, Sportive Breaks and Destination Sport Experiences) of 100 Everett Ave., Suite 2, Chelsea, MA 02150, USA (“we”, “us”, “our”, “**the Company**”). Please read them carefully as they set out respective rights and obligations. In these Booking Conditions, references to “you” and “your” include the first named person on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is added or transferred (“**Other Persons**”). It is your sole responsibility to inform all Other Persons of the contents of these Booking Conditions and you shall cause all Other Persons to have been advised of, review and accept these Booking Conditions. By making a booking, you agree on your own behalf and agree and acknowledge for all Other Persons with all Other Persons’ consent that you and Other Persons:

(a) have read these Booking Conditions and have the authority to and do agree to be bound by them, including the **waiver of jury trial**.

(b) consent to our use of personal data required for booking a trip and that we are authorized to disclose your personal details to us, including where applicable special categories of data (such as information on health conditions or disabilities and dietary requirements).

(c) are over 18 years of age and where placing an order for services with age restrictions declare that you are of the appropriate age to purchase those services.

(d) accept financial responsibility for payment of the booking.

1. Booking & Paying for Your Arrangements

A booking is made when you pay us a deposit (or full payment, if you are advised that full payment is required at the time of booking) to us, and we issue you with a booking confirmation.

For some arrangements, we may allow you to register in advance or apply to make a provisional booking. If so, you may be required to enter your card details at the time of booking and provide authorization for the payment to be taken in due course (“Provisional Arrangement”). Alternatively, some arrangements will be booked on a request basis in order to allow us to check that the request you have made is available and at the price advertised. If so, you may be required to sign and return our booking form and pay a deposit (“Request Bookings”). Provisional Arrangements and Request Bookings will confirm acceptance of these Booking Conditions. They will not, however, confirm a booking with us until we issue a booking confirmation to you.

We reserve the right to return your deposit and decline to issue a booking confirmation at our absolute discretion.

The right is reserved by the Company to deny acceptance of a booking application by any person.

A binding contract will come into existence between you and us as soon as we have issued you with a booking confirmation that will confirm the details of your booking and will be sent to you or your travel agent. Upon receipt, if you believe that any details on the booking confirmation or any other document 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 within ten (10) days of our sending it.

The balance of the cost of your arrangements (including any applicable surcharge) is due within the time frames notified to you, at the time of booking. If we do not receive this balance in full and on time, we reserve the right to treat your booking as cancelled by you in which

case we shall retain your deposit and any additional cancellation charges as per Your Contract. If payment is received late and your booking can still be maintained a US\$50 late fee will be charged.

2. Accuracy of Advertising Material

We endeavour to ensure that all the information and prices both on our website and in our advertising, material 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 you make your booking.

3. Travel Insurance

(a) Adequate travel insurance is strongly advised and is mandatory for some bookings. You must be satisfied that your insurance fully covers all of your concerns and your personal requirements including but not limited to pre-existing medical conditions, cancellation charges, medical expenses and repatriation in the event of accident or illness including, without limitation, Covid-19. If you choose to travel without adequate insurance cover, we will not be liable for any losses howsoever arising, in respect of which insurance cover would otherwise have been available.

(b) Travel Insurance is mandatory for Artic and Antarctica bookings. It must include medical evacuation insurance for a minimum of US\$200,000.

4. Events Beyond Our Control

Except where otherwise expressly stated in these Booking Conditions, we cannot accept liability or pay any compensation if our contractual obligations to you are affected by "Events Beyond Our Control" or "Force Majeure Events" including, without limitation, acts of God, explosion, warfare, invasion or hostilities, acts of terrorism (and threat thereof and whether war is declared or not), civil strife, riot, other civil unrest, national emergency, revolution, insurrection, epidemic, significant risks to human health such as the outbreak of serious disease including, without limitation, Covid-19 and/or the ongoing effects of Covid-19, or natural disasters such as floods, earthquakes, weather conditions which we or others deem make it impossible to travel safely or unsafe to travel to the travel destination or remain at the travel destination, the act of or any guidance issued by any government or other national or local authority including port or river authorities, industrial dispute, lock-outs, strikes, or other labour disputes (whether or not relating to the Company's workforce) lock closure, natural or nuclear disaster, fire, chemical or biological disaster, unavoidable technical problems with transport and all similar events, telecommunication breakdown or power outage, or inability or restraints or delays affecting any supplier(s), vendor(s), carrier(s), or third-party service providers(s) ("Supplier" or "Suppliers") and delay in obtaining products or services of or from Supplier(s), including but not limited to if a Supplier becomes insolvent, generally unable to pay its debts as they become due, makes a general assignment for the benefit of its creditors the subject of a bankruptcy, insolvency, reorganization, liquidation or similar proceeding, or a receiver, trustee, conservator, intervenor or sequestrator or the like has been appointed for such Supplier or an event analogous to any of the foregoing occurs in the jurisdiction of the relevant Supplier.

For the avoidance of doubt, "Events Beyond Our Control" and "Force Majeure Events" also include (a) the occurrence of any pandemic, epidemic or prevalent disease or illness with an actual or probable threat to human life as may be designated or determined by any local, city, county or state governmental entities, as applicable, or the federal government of the United States, the World Health Organization (WHO) or the U.S. Centers for Disease Control (CDC); including, without limitation, coronavirus, atypical pneumonia, Severe Acute Respiratory Syndrome (SARS), or avian influenza, or (b) adherence to any travel restriction, warning or advisory issued in relation thereto by any local, city, county or state governmental entities, as

applicable, or the federal government of the United States, the World Health Organization (WHO) or the U.S. Centers for Disease Control (CDC), or (c) any quarantine or similar measure taken in relation thereto by any governmental agency or authority to prevent the spread of any communicable disease, or (d) any unavailability of any resources, information or services resulting from any of the foregoing including, without limitation, the unavailability of resources, information or services due to any governmental shut-downs or the unavailability of resources, information or services due to a shut-down, quarantine or similar measure of any Supplier whose service or information is relied upon by the Company to fulfil the Company's obligations with respect to these Booking Conditions.

5. Special Requests

If you have any special request, you must advise us in writing at the time of booking e.g. dietary, a particular facility at a hotel or seat at an event etc. You should then confirm your requests in writing. Although we will endeavour to pass any reasonable requests on to the relevant Supplier, we regret we cannot guarantee any request will be met unless we have specifically confirmed this in writing. For your own protection, you should obtain confirmation in writing from us that your request will be complied with (where it is possible for us to give this) if your request is important to you. Confirmation that a special request has been noted or passed on to the Supplier or the inclusion of the special request on your confirmation invoice or any other documentation is not confirmation that the request will be met.

Unless and until specifically confirmed, all special requests are subject to availability. We regret we cannot accept any conditional bookings, i.e. any booking which is specified to be conditional on the fulfilment of a particular request. All such bookings will be treated as 'standard' bookings subject to the above provisions on special requests.

6. Complaints

We make every effort to ensure that your itinerary runs smoothly, but should you have any complaints about any aspect of your booked arrangements, you must inform the relevant Supplier (e.g. your hotelier) and or our local representative (if applicable) immediately who will endeavour to put things right. If your complaint is not resolved locally, please contact us on +1 617 242 7845 or alternatively e-mail us via info@marathontours.com.

If the problem cannot be resolved and you wish to complain further, you must send formal written notice of your complaint to us, either to our head office (Customer Services department, Marathon Tours & Travel, 100 Everett Ave., Suite 2, Chelsea, MA 02150 or via e-mail to info@marathontours.com, within 28 days of the end of your stay, 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 Condition may affect ours and the applicable Supplier's ability to investigate your complaint, and will affect your rights under Your Contract.

7. Fitness to Travel and Participate, Disabilities and Medical Problems

All clients are expected to satisfy themselves prior to booking that they are fit and able to complete the itinerary of their chosen trip as described on the website and in our advertising material. By booking a trip with the Company, you acknowledge that this may test your physical ability and consists of strenuous and demanding activities. You are therefore responsible for ensuring you are aware of the nature of the associated activities and physical requirements before you book.

We are not a specialist disabled travel company, but we will do our utmost to cater for any special requirements you may have. If you or any member of your party has any medical problem or disability which may affect your booking, please provide us with full details before you make 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; however, in the event the Company does not require a doctor's certificate, the Company is relying on you to be fit to participate and you assume all risks of participation. Acting reasonably, 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 will cancel it and impose applicable cancellation charges when we become aware of these details.

8. Excursions not included in our package~

Excursions or other tours that you may choose to book or pay for whilst you taking part in your booked arrangements are not part of your contracted arrangements with us. For any excursion or other tour that you book, your contract will be with the operator of the excursion or tour and not with us. We are not responsible for the provision of the excursion or tour or for anything that happens during the course of its provision by the operator.

9. Entry, Passport, Visa, Immigration, Health and Safety Requirements

It is your responsibility to check and fulfil the entry, passport, visa, immigration and health and safety and other requirements applicable to your itinerary. We can only provide general information about this. Compliance is your responsibility. 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.

Most countries now require passports to be valid for at least 6 months after your return date. If your passport is in its final year, you should check with the Embassy of the country you are visiting. For further information visit <https://www.state.gov/countries-and-areas-list/>

If you are from or hold a passport from a country outside of the USA, please refer to your own country's rules for entry into any other country.

We do not accept any responsibility if you cannot enter, travel or incur any other loss because you have not complied with any entry, passport, visa, immigration, health and safety or other requirements. 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 entry, passport, visa, immigration, health and safety or other requirements.

You acknowledge that we and the Suppliers may need to comply with national and/or local guidance and other requirements relating to Covid-19 or for other reasons, and may implement certain measures as a result. This will likely include but not be limited to specific requirements regarding personal protective equipment, such as use of face-masks by staff (and you may be required to wear a face-mask as well), social distancing, maximum number restrictions on the use of certain facilities, designated alternative entrance and exit routes, mandatory hand sanitization, limited entertainment options and limited food/drink availability. We do not expect these measures to have a significant impact on your enjoyment of the tour and all measures will be taken with the purpose of securing your safety and those around you.

10. US State Department Advice

You are responsible for making yourself aware of the US State Department, or your country or residences advice, in regard to the safety of the countries and areas in which you will be traveling and to make your decisions accordingly. Advice from the US State Department to avoid or leave a particular country may constitute Events Beyond Our Control.

11. Governing Law

Your Contract with us and all matters arising out of it or related to it or your booking are governed by the State of Massachusetts law without giving effect to any choice or conflict of law provision or rule (whether of the State of Massachusetts or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of

Massachusetts, unless so elected by the Company. For example, when Conventions or laws such as The Athens Convention could apply, the Company may elect for application.

12. Pricing of Package Itineraries

We reserve the right to amend the price of unsold package itineraries at any time and correct errors in the prices of confirmed package itineraries. We also reserve the right to increase the price of confirmed package itineraries solely 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 chargeable for services applicable to the itinerary imposed by third parties not directly involved in the performance of the itinerary, including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports; and
- (iii) the exchange rates relevant to the package.

Such variations could include but are not limited to airline cost changes which are part of our contracts with airlines (and their agents), shipping and any other transport providers.

Anyone staying in our room block must be part of our package. If you plan to bring a spouse or guest, they must purchase our package. For example, if there are two of you, the rate would be the double occupancy rate (per person). If you purchase a single occupancy rate package, then only you are allowed in your room. To attend any of our functions and activities, you must be part of our package.

We offer "twin to share" options in some hotels, where you can opt to share with another customer. This is to reduce the cost to you if you do not wish to pay for sole occupancy of a room. We will pair you with another customer of the same sex. Please note that you must make us aware of any personal or medical issues that may be relevant and important for the other sharer to know, for example, snoring or any medical routines you need to undertake. If any issues arise later and you want to move to a room by yourself, or we have to ask you to move, this will be at your cost.

Please note that we will do our best to find you a roommate. If we are able to match you with another runner, the applicable twin rate will be applied. You will initially be billed at the single occupancy rate. A roommate match is not guaranteed.

13. If you Change or Transfer your Package Itinerary

If you wish to change any part of your booking 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 US\$50 per person per change, as well as any costs and charges incurred by us and/or incurred or imposed by any Suppliers in making this change. 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. A cancellation fee may be payable in accordance with Condition 14.

Transfer of Booking:

All bookings are non-transferable. Non-transferrable includes applying your balance to another person, another year, or another trip.

14. If you Cancel your Package Itinerary Before Departure

From the time of booking all deposits are non-refundable.

Should you cancel on or after the final payment due date there will be no refund of monies paid and the full balance will be collected.

Your notice of cancellation will only take effect when it is received in writing by us at our offices and will be effective from the date on which we receive it.

Should one or more member of a party cancel, it may increase the per person itinerary price of those still traveling and you will be liable to pay this increase.

For Artic and Antarctica bookings only.

Cancellation charges are as follows:

Initial deposit of \$300 is refundable up to the point your trip is confirmed.

Up to 280 days prior to departure the deposit paid is refundable minus 25%.

Between 279 days and 221 days prior to departure, the deposit paid is refundable minus 50%.

Between 220 days and 131 days prior to departure, the cancellation charge is 75% of the total package price.

At and after 130 days prior to departure the cancellation charge is 100% of the package price.

Your notice of cancellation will only take effect when it is received in writing by us at our offices and will be effective from the date on which we receive it.

15. If we Change or Cancel your Package Itinerary

As we plan your 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.

The Company may make any changes or alterations in the itinerary as it deems necessary for the proper handling of the tour.

Changes: If we make a minor change to your itinerary, 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 minor changes include change of accommodation to another of the same or higher standard and changes of Suppliers. Please note that Suppliers such as airlines used in any marketing materials or stated on our website 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) A change of accommodation area for the whole or a significant part of your time away.
- (b) A change of accommodation to that of a lower standard or classification for the whole or a significant part of your time away.
- (c) A change of outward departure time or overall length of your arrangements by more than 12 hours.
- (d) A significant change to your itinerary, missing out one or more event entirely.

Cancellation:

We reserve the right to and may cancel your travel arrangements for reasons including but not limited to Events Beyond Our Control or failure by you to pay the final balance. If we cancel for reasons other than Events Beyond Our Control, we may provide a refund, less applicable credit card and processing fees, made as full settlement to the passenger.

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:

- i. (for significant changes) accepting the changed arrangements; or
- ii. having a refund of all monies paid less applicable credit card and processing fees; or
- iii. if available and where we offer one, accepting an offer of an alternative travel arrangements (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.

16. Minimum numbers.

If a trip does not meet a minimum of 20 passengers, then it will not be hosted by a Company representative, unless otherwise specified.

17. Limitation of Liability, Responsibility for your Package Itinerary

You understand and acknowledge that the itinerary, tour and event(s) booked herein may expose you to many inherent risks, including accidents, injury, illness, or even death. You assume all risks associated with participation including, but not limited to, falls, contact with other participants, the effects of the weather, including high heat and/or humidity, and all other risks, even death (“the Risks”). **You agree, for yourself, Other Persons, and anyone entitled to act on your behalf, to HOLD HARMLESS, INDEMNIFY, WAIVE AND RELEASE the Company, its affiliates, directors, executives, employees, staff, first aid responders, contractors, agents, officers, organizers, representatives, Suppliers and their respective successors and assigns (“the Releasees”) from any responsibility, liabilities, demands, claims, or losses of any kind** (including reasonable attorney fees and disbursements in connection therewith and interest chargeable thereon) **arising out or related to your participation in the events booked herein (the “Losses”).**

The Company takes no responsibility for, and the Company is not liable for the Risks or the Losses, including but not limited to any loss of life, limb, property, money, sickness, delay, discomfort or hardships sustained by You or Other Persons on account of any act or omission of Releasees or any third party, including Suppliers. In addition, the Company also takes no responsibility for, and the Company is not liable for, any act or omission of You or any Other Persons.

In no event shall the Company be liable to You, Other Persons or to any third party for any loss of use, revenue or profit, or for any consequential, incidental, indirect, exemplary, special or punitive damages or Losses whether arising out of breach of contract, tort (including negligence) or otherwise, regardless of whether such damages or Losses was foreseeable and whether or not such party has been advised of the possibility of such damages or Losses.

In no event shall the Company’s aggregate liability, if any, arising out of or related to Your Contract, whether arising out of or related to breach of contract, tort (including negligence) or otherwise, exceed the aggregate amounts paid or payable to the Company pursuant to Your Contract, subject to applicable law.

18. ARBITRATION AGREEMENT/WAIVER OF JURY TRIAL/WAIVER OF CLASS ACTION

You and the Company agree that any and all disputes and claims that each may have against the other related to the Company or related to or arising out of Your Contract, or to the Company's relationship with you, including but not limited to Losses, breach of contract, tort (including negligence), termination, enforcement, interpretation or validity of the Your Contract, the agreement to arbitrate (the "**Arbitration Agreement**"), the scope or applicability of the Arbitration Agreement, including but not limited to any issue of arbitrability of any and all disputes and claims (collectively, "Disputes"), which involve Disputes with a potential value exceeding the minimum procedural amount required for cases filed in the Superior Court of MA **will be resolved in a binding, confidential, individual and fair arbitration process as set forth herein. You and the Company hereby specifically and knowingly waive any rights that either party might have to demand a jury trial.** The term "Disputes" shall be broadly interpreted and further mean any and all claims, disputes or controversies related to the Company or related to our arising out of our relationship with you. The only exceptions to arbitration of Disputes under this Arbitration Agreement are that (i) Disputes with a potential value below the minimum procedural amount required for cases filed in the Superior Court of MA shall be brought and determined in the courts located in or around Chelsea, MA, having jurisdiction over the subject matter of the Dispute unless otherwise agreed by You and the Company, and (ii) the Company may bring suit in court against you to enjoin any infringement or other misuse of the Company's intellectual property rights or breach of confidentiality.

(a) This Arbitration Agreement shall be governed by the US Federal Arbitration Act, 9 U.S.C. §§ 1-16, including as to the interpretation and enforcement of this Arbitration Agreement. This Arbitration Agreement will survive the termination of Your Contract and the end of your relationship with the Company.

(b) In addition to the responsibilities set forth in Condition 6 above, if either you or the Company elects to arbitrate a Dispute, the party desiring arbitration must first send by mail to the other a written notice of Dispute ("**Notice**") that sets forth (i) the name, address, and contact information of the party giving notice of the Dispute, (ii) the specific facts giving rise to the Dispute, (iii) the tour to which the Notice relates, and (iv) the relief requested. Your Notice to the Company must be sent by mail to Marathon Tours & Travel, 100 Everett Ave., Suite 2, Chelsea, MA 02150. We will send any Notice to You at the contact information we have for You or that You provide to us at the time of booking. It is the sender's responsibility to ensure that the recipient receives the Notice. During the first 45 days after one party sends a Notice to the other, the parties may try to reach a settlement of the Dispute. If the Dispute is not resolved within those first 45 days, either You or the Company may initiate arbitration as set forth herein.

(c) Any arbitration of Disputes will be conducted by the American Arbitration Association (the "**AAA**"). Disputes will be governed by the AAA's then existing Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, the "**AAA Rules**"), as modified by this Arbitration Agreement. The AAA Rules are available online at www.adr.org, or by calling the AAA toll free number 1-800-778-7879. The arbitration will be conducted by a single arbitrator. If the parties cannot agree on who that single arbitrator should be, then the AAA shall appoint an arbitrator with significant experience resolving the type of Dispute at issue. The party initiating the arbitration proceeding may open a case with the American Arbitration Association by visiting its website at www.adr.org and filling out the case initiation document ("**Arbitration Form**"), or by calling AAA's toll-free number. In addition to filing the Arbitration Form with AAA in accordance with its rules and procedures, you must send a copy of this completed Arbitration Form to the Company. The arbitrator is bound by the terms of this Arbitration Agreement. The arbitrator shall issue a reasoned written decision that explains the arbitrator's essential findings and conclusions.

(d) You and the Company may agree, pursuant to AAA Rule C-6, that the Dispute should be resolved without a hearing, by submission of documents only. If a hearing shall be held. The place of the hearing will be in or around Chelsea, MA, or as otherwise agreed by the parties or determined in accordance with the AAA Rules, Principles, and Guidelines.

(e) You and the Company agree to maintain the confidential nature of any mediation and arbitration proceeding and shall not disclose the fact of the proceeding, any documents exchanged as part of the proceeding, the Arbitration Agreement, the arbitrator's decision and the existence or amount of any agreement or award, except as may be necessary to prepare for or conduct the arbitration (in which case anyone becoming privy to confidential information must undertake to preserve its confidentiality), or except as may be necessary in connection with a court application for a provisional remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or court order.

Furthermore, Your Contract provides for the exclusive resolution of Disputes through individual legal action on your own behalf instead of through any class action. Even if the applicable law provides otherwise, you agree that any legal action against the Company whatsoever shall be litigated by you, individually, and not as a member of any class or as part of a class action, and **you expressly agree to waive any law entitling you to participate in a class action.**

19. Indemnification

You agree to **indemnify and hold harmless the Company**, its affiliates, directors, executives, employees, staff, first aid responders, contractors, agents, officers, organizers, representatives, Suppliers and their respective successors and assigns (**the "Indemnitees"**) from and against any and all Losses, liabilities, claims, damages (including death), costs or expenses of any kind (including reasonable attorney fees and disbursements in connection therewith and interest chargeable thereon) asserted against or incurred by an Indemnitee that arise out of, result from, or relate to or may be payable by virtue of any act or omission by you or Other Persons or any breach or non-performance of any representation, warranty, covenant or agreement made or obligation to be performed by you or Other Persons pursuant to Your Contract, including the requirements in the first section of Your Contract, (a)-(d). The indemnity contained herein is without prejudice to and in addition to any remedies or other rights provided by law and/or statute and/or under any other provision of Your Contract.

20. Conditions of Suppliers and Others

Many of the services which make up your itinerary are provided by independent Suppliers. Those Suppliers provide these services in accordance with their own terms and conditions.

For example, if you have booked an Artic or Antarctica trip you may be asked to accept additional separate terms and conditions with the vessel owner/carrier/Supplier of your cruise which shall govern the relationship, responsibilities and liabilities as between you, the passenger, and the Supplier of the cruise element of the trip. By agreeing to the terms and conditions and accepting the conditions therein, you agree that any dispute that you raise directly with the Supplier will be governed by and subject to their terms and conditions. For the avoidance of doubt, Your Contract with the Company governs the relationship between you and the Company and any dispute or claim that you raise with the Company will be subject to Your Contract and not the terms and conditions with the Supplier and to the extent there is a conflict between Your Contract and the provisions of the terms and conditions as they relate to you and the Company, Your Contract with the Company shall prevail and supersede the provisions of the terms and conditions.

21. Authorization to Use Photographs and/or Audio-Visual:

The Company may use, reproduce, and/or publish photographs and/or video that may pertain to me and Other Persons including personal images, likeness, and/or voice without compensation. I understand that this material may be used in brochures, e-mails, and online to promote the company and its product offerings.