

SJ-Tours.com Service Agreement

This website ("Website") located at SJ-Tours.com is owned and operated by SJ-Tours, LLC ("SJ-Tours"). SJ-Tours.com ("us," "we" or "our") is a marketplace that allows users ("Users", "you" or "your") to purchase various vacation tours of Morocco.

In consideration of SJ-Tours.com granting you access to its Website and the services and tools therein (collectively, "Services"), and order to use the Website, you must read and accept all of the terms and conditions contained in, linked to, and/or incorporated by reference in, this Agreement. SJ-Tours.com may change the terms of this Agreement ("Terms") from time to time, and will attempt to provide you notice of such changes, as it deems necessary, either here or through other reasonable methods. You agree to check these Terms regularly and review any such changes. Your continued use of our services, after notification to you by email or posted on this site of any amended Terms, constitutes your agreement to any such Terms.

PLEASE READ THESE TERMS CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. THESE INCLUDE VARIOUS LIMITATIONS AND EXCLUSIONS AND A DISPUTE RESOLUTION CLAUSE THAT GOVERNS HOW DISPUTES WILL BE RESOLVED.

A. GENERAL TERMS AND CONDITIONS

1. **Eligibility.** Use of this Website and the Services are void where prohibited. The Services are intended solely for individuals eighteen (18) years of age or older, and any registration, use or access to the Services by anyone under 18 is strictly prohibited and in violation of this Agreement. By using the Website, you represent and warrant that you are 18 or older and that you agree to abide by all the terms and conditions of this Agreement.
2. **Term.** This Agreement will remain in full force and effect while you use the Website. Even after you stop using the Website, certain sections of this Agreement will remain in effect; see below for a list of the provisions of this Agreement that will survive the termination of use of this website.
3. **Prohibited Conduct.**
 - a. The User has a nonexclusive, nontransferable, limited, and revocable right to use the Website solely for User's personal, non-commercial use. The User will not use the Website for any other purpose, including any commercial purpose (except as expressly stated herein), without SJ-Tours.com's express prior written consent.
 - b. You represent, warrant and agree that no materials of any kind submitted through the Your account or otherwise posted, transmitted, or shared by You on or through the Website will violate or infringe upon the rights of any third party, including copyright, trademark, privacy, publicity or other personal or proprietary rights; or contain libelous, defamatory or otherwise unlawful material. You also agree to use the Website in a manner consistent with any and all applicable laws and regulations.
 - c. You further agree not to:
 - i. use the Website or to authorize any other person to use the Website to cause the Website, or any portion thereof, to be framed in such a way that the Website, or any portion thereof, appears on the same screen with a portion of another website;
 - ii. harvest or collect email addresses or other contact information of other users from the Website by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications;
 - iii. use the Website in any unlawful manner or in any other manner that could damage, disable, overburden or impair the Website;
 - iv. use automated scripts to collect information from or otherwise interact with the Website;
 - v. upload, post, transmit, share, store or otherwise make available any content that SJ-Tours.com deems to be harmful, threatening, unlawful, defamatory, infringing, abusive, inflammatory, harassing, vulgar, obscene, fraudulent, invasive of privacy or publicity rights, hateful, or racially, ethnically or otherwise objectionable;
 - vi. register for more than one account, register for an account on behalf of an individual other than yourself, or register for an account on behalf of any group or entity;
 - vii. impersonate any person or entity, or falsely state or otherwise misrepresent yourself, your age or your affiliation with any person or entity;
 - viii. upload, post, transmit, share or otherwise make available any unsolicited or unauthorized advertising, solicitations, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;

- ix. upload, post, transmit, share, store or otherwise make publicly available on the Website any private information of any third party, including, addresses, phone numbers, email addresses, Social Security numbers and credit card numbers;
- x. solicit personal information from anyone under 18 or solicit passwords or personally identifying information for commercial or unlawful purposes;
- xi. upload, post, transmit, share or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- xii. intimidate or harass another;
- xiii. upload, post, transmit, share, store or otherwise make available content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international law;
- xiv. use or attempt to use another's account, service or system without authorization from SJ-Tours.com, or create a false identity on the Website;
- xv. or upload, post, transmit, share, store or otherwise make available content that, in the sole judgment of SJ-Tours.com, is objectionable or which restricts or inhibits any other person from using or enjoying the Website, or which may expose SJ-Tours.com or its users to any harm or liability of any type.

4. Proprietary Rights in Website Content; Limited License.

- a. Proprietary Rights. The User acknowledges and agrees that all content on the Website, including designs, text, graphics, pictures, photographs, video, information, applications, software, music, sound and other files, and their selection and arrangement (the "Website Content"), are the property of SJ-Tours.com, its content providers, and/or their respective owners, and that SJ-Tours.com, its content providers, and/or the respective owners, retain all right, title, and interest in the Website Content. No Website Content may be modified, copied, distributed, framed, reproduced, republished, downloaded, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, without SJ-Tours.com's prior written permission.
- b. Limited License. Provided that the User is eligible to use the Website, the User is granted a limited license to access and use the Website and the Website Content and to download or print a copy of any portion of the Website Content to which you have properly gained access solely for your personal use, provided that you keep all copyright, trademark, service mark, or other proprietary notices intact. You may not upload or republish Website Content on any Internet, Intranet or Extranet Website or incorporate any Website Content in any other database or compilation, and any other use of the Website Content is strictly prohibited. The license granted by this Agreement does not permit the use of any data mining, robots or similar data gathering or extraction methods. Any use of the Website or the Website Content other than as specifically authorized herein, without the prior written permission of SJ-Tours.com, is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable laws including copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in these Terms shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication, or otherwise. This license is revocable at any time without notice and with or without cause.

5. Submissions Posted on the Website.

- a. Submissions. You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the Website ("Submissions"), provided by you to SJ-Tours.com are non-confidential and shall become the sole property of SJ-Tours.com. SJ-Tours.com shall own exclusive rights (including all intellectual property rights) to, and shall be entitled to the unrestricted use and dissemination of, these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

6. Intellectual Property.

- a. Trademarks. Trade names and other graphics, logos, designs, page headers, button icons, scripts and service names are the trademarks, service marks or trade dress of SJ-Tours.com in the U.S. and/or other countries. SJ-Tours.com's trademarks and trade dress may not be used, including as part of trademarks and/or as part of domain names, in connection with any product or service, and may not be copied, imitated, or used, in whole or in part, without the prior written permission of the

SJ-Tours.com. Should you use, cause to be used, or otherwise permit any other party to use SJ-Tours.com's trademarks and trade dress without our permission, we reserve the right to seek all available remedies, including but not limited to injunctive relief and/or damages.

- b. Copyright Infringement and DMCA Policy.
 - i. You may not post, distribute or reproduce in any way any copyrighted material, trademarks or service marks or other proprietary information owned by another party without obtaining the prior written consent of the copyright owner.
 - ii. As SJ-Tours.com asks others to respect its intellectual property rights, it respects the intellectual property rights of others. If you believe that material located on or linked to by SJ-Tours.com.com violates your copyright, you are encouraged to notify SJ-Tours.com at contact@sj-tours.com. SJ-Tours.com will respond to all such notices, including as required or appropriate by removing the alleged infringing material or disabling all links to the alleged infringing material. In the case of a visitor who may infringe or repeatedly infringes the copyrights or other intellectual property rights of SJ-Tours.com or others, SJ-Tours.com may, in its discretion, terminate or deny access to and use of the Website. In the case of such termination, SJ-Tours.com will have no obligation to provide a refund of any amounts previously paid to SJ-Tours.com.

7. **Third Party Websites and Content.**

- a. The Website contains (or you may be sent through the Website to) links to other web sites ("Third Party Sites") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software and other content or items belonging to or originating from third parties (the "Third Party Applications, Software or Content"). Such Third Party Sites and Third Party Applications, Software or Content are not investigated, monitored or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third Party Sites accessed through the Site or any Third Party Applications, Software or Content posted on, available through or installed from the Site, including the content, accuracy, offensiveness, opinions, reliability, privacy practices or other policies of or contained in the Third Party Sites or the Third Party Applications, Software or Content. Inclusion of, linking to, or permitting the use or installation of any Third Party Site or any Third Party Applications, Software or Content does not imply approval or endorsement thereof by us. If you decide to leave the Site and access the Third Party Sites or to use or install any Third Party Applications, Software or Content, you do so at your own risk and you should be aware that our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any site to which you navigate from the Site or relating to any applications you use or install from the Site.
- b. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof, or any affiliation therewith, by SJ-Tours.com.

8. **Disclaimers.**

- a. Content. SJ-Tours.com is not responsible or liable in any manner for any Third Party Applications, Software or Content posted on or accessible through the Website, whether posted or caused by SJ-Tours.com, by third parties, or by any of the equipment or programming associated with or utilized in the Website. Although we provide rules for user conduct and postings, we do not control and are not responsible for what users post, transmit, or share on the Website and are not responsible for any offensive, inappropriate, obscene, unlawful, or otherwise objectionable content you may encounter on the Website or in connection with Third Party Applications, Software, or Content. SJ-Tours.com is not responsible for the conduct, whether online or offline, of any user of the Website.
- b. Availability and Data Integrity. The Website may be temporarily unavailable from time to time for maintenance or other reasons. SJ-Tours.com assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, User communications. SJ-Tours.com is not responsible for any technical malfunction or other problems of any telephone network or service, computer systems, servers or providers, computer or mobile phone equipment, software, failure of email or players on account of technical problems or traffic congestion on the Internet or at any website or combination thereof, including injury or damage to User's or to any other person's computer, mobile phone, or other hardware or software, related to or resulting from using or downloading materials in connection with the worldwide web and/or in connection with the Website. Under no circumstances will SJ-Tours.com be responsible for any loss or damage, including personal injury or death, resulting from anyone's use of the Website, or any Third Party

Applications, Software or Content posted on or through the Website or transmitted to Users, or any interactions between users of the Website, whether online or offline.

- c. Viruses and Malware. SJ-Tours.com does not represent or warrant that software, content or materials on the Website, or any Third Party Applications, Software, or Content are accurate, complete, reliable, current or error-free or that the Website, its servers, or any Third Party Applications, Software or Content are free of viruses or other harmful components. Therefore, you should exercise caution in the use and downloading of any such software, content or materials and use industry-recognized software to detect and disinfect viruses.
- d. Results. SJ-Tours.com cannot guarantee and does not promise any specific results from use of the Website and/or any Third Party Applications, Software or Content.
- e. Reservation of Rights. SJ-Tours.com reserves the right, solely in its discretion, to
 - i. change any and all content, software and other items used or contained in the Website at any time without notice;
 - ii. modify and/or discontinue the Website at any time without notice; and
 - iii. terminate your username, password and account, should SJ-Tours find you, in its sole discretion, to be in violation of the Terms.
- f. THE WEBSITE AND THE WEBSITE CONTENT ARE PROVIDED "AS-IS" AND SJ-TOURS.COM DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, YOU UNDERSTAND AND AGREE THAT YOU DOWNLOAD OR OTHERWISE OBTAIN CONTENT, MATERIAL, DATA OR SOFTWARE (INCLUDING ANY MOBILE CLIENT) FROM OR THROUGH THE WEBSITE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR YOUR USE THEREOF AND ANY DAMAGES TO YOUR MOBILE DEVICE OR COMPUTER SYSTEM, LOSS OF DATA OR OTHER HARM OF ANY KIND THAT MAY RESULT.

9. Limitation on Liability.

- a. IN NO EVENT WILL SJ-TOURS.COM OR ITS DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE TO YOU OR ANY THIRD PERSON FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING FOR ANY LOST PROFITS OR LOST DATA ARISING FROM YOUR USE OF THE WEBSITE OR ANY THIRD PARTY APPLICATIONS, SOFTWARE OR CONTENT OR ANY OF THE WEBSITE CONTENT OR OTHER MATERIALS ON, ACCESSED THROUGH OR DOWNLOADED FROM THE WEBSITE, EVEN IF SJ-TOURS.COM IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- b. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, SJ-TOURS.COM'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO US FOR SERVICES OBTAINED VIA THE WEBSITE DURING THE TERM OF THIS AGREEMENT AND IN NO CASE WILL EXCEED THE AMOUNT PAID BY YOU TO SJ-TOURS.COM IN THE PRECEDING 6 MONTHS. YOU ACKNOWLEDGE THAT IF NO FEES ARE PAID TO SJ-TOURS.COM FOR USE OF, OR SERVICES OBTAINED VIA, THE WEBSITE, YOU SHALL BE LIMITED TO INJUNCTIVE RELIEF ONLY, UNLESS OTHERWISE PERMITTED BY LAW, AND SHALL NOT BE ENTITLED TO DAMAGES OF ANY KIND FROM SJ-TOURS.COM, REGARDLESS OF THE CAUSE OF ACTION.

10. **Indemnity.** You agree to indemnify and hold SJ-Tours.com, its subsidiaries and affiliates, and each of their directors, officers, agents, contractors, partners and employees, harmless from and against any loss, liability, claim, demand, damages, costs and expenses, including reasonable attorney's fees, arising out of or in connection with any Third Party Applications, Software or Content you post or share on or through the Website, your use of the Website, your conduct in connection with the Website or with other users of the Website, or any violation of this Agreement or of any law or the rights of any third party.

11. Miscellaneous.

- a. Governing Law; Venue and Jurisdiction. By visiting or using the Website, you agree that the laws of the State of New York, without regard to principles of conflict of laws, will govern these Terms and any dispute of any sort that might arise between you and SJ-Tours.com or any of our affiliates. With respect to any disputes or claims not subject to arbitration (as set forth below), you agree not to commence or prosecute any action in connection therewith other than in the state and federal courts located in New York, New York, and you hereby consent to, and waive all defenses of lack

of personal jurisdiction and forum non conveniens with respect to venue and jurisdiction in the state and federal courts in New York, New York.

- b. **Alternative Dispute Resolution.** You and SJ-Tours.com agree that all disputes, controversies or differences that may arise between the parties hereto, out of or in relation to or in connection with this Agreement ("Dispute(s)") shall be submitted first to non-binding mediation. If the Dispute is not resolved through such mediation, then the Dispute shall be submitted for binding arbitration in New York in accordance with the Consumer Procedures and Rules of the American Arbitration Association. You understand and hereby agree that Disputes shall be arbitrated on an individual basis and that there shall be no right or authority for any Dispute to be arbitrated on a class action basis or in any other representative capacity on behalf of other persons similarly situated. In addition, Disputes brought to arbitration pursuant to these Terms may not be joined or consolidated in arbitration with Disputes brought by or against any third party, unless agreed to in writing by all parties. No arbitration result is to be given preclusive or precedential effect as to issues or claims in any Dispute with anyone who is not a party to the arbitration.
- c. **Privacy.** Please review our [Privacy Policy](#), which also governs your visit to the Website, to understand our practices.
- d. **Definitions and Constructions.** Unless otherwise specified, the terms "includes", "including", "e.g.," "for example", and other similar terms are deemed to include the term "without limitation" immediately thereafter. Terms used in these Terms with the initial letter(s) capitalized will have the meaning attributed to them in these Terms.
- e. **Survival.** Although this Agreement may be terminated by you or us at any time and for any reason, the terms of the following sections of this Agreement will survive any such termination and you and we will continue to be bound by such terms indefinitely: (Term), (Proprietary Rights in Website Content), (Disputes between members), (Disclaimers), (Limitation on Liability), (Indemnity), and (Miscellaneous).
- f. **Entire Agreement.** These Terms constitute the entire agreement between you and SJ-Tours.com regarding the use of the Website, superseding any prior agreements between you and SJ-Tours.com relating to your use of the Website.
- g. **Other.** The failure of SJ-Tours.com to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision in that or any other instance. If any provision of these Terms shall be held invalid or deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

B. SJ-TOURS.COM MARKETPLACE SERVICES

12. **Insurance.** You may incur problems on your trip that SJ-Tours cannot be held responsible for, but which you can be insured against. SJ-Tours strongly advises that you purchase travel insurance to provide adequate coverage for cancelation or curtailment of your trip, loss of baggage, medical expenses, and personal accident. Coverage of insurance has exclusions and SJ-Tours will assume no legal responsibility for your failure to acquire adequate insurance coverage.
13. **Medical.** You are responsible for advising SJ-Tours of any medical conditions that may in any way affect your ability to undertake the travel arrangements that you have purchased. In the event you have notified S&J Tours of such medical condition, you must provide a letter from your doctor stating the nature of the medical condition and certifying that you are physically fit to undertake the travel arrangements as purchased with or without any reasonable accommodations that can be provided. Regardless, S&J Tours is not responsible for any medical emergency or issue.
14. **Responsibility.** SJ-Tours does its best to ensure your travel arrangements are satisfactory, However, SJ-Tours and its employees, shareholders, subsidiaries, affiliates officers, directors, successors, agents, and assigns do not own or operate each and every entity which provides goods and services for your travel including without limitation, lodging facilities, airline, vessel, motor coach, or other transportation companies, guides or guide services, local ground operators, providers or organizers of optional excursions, food service providers, etc. All such persons and entities are independent contracts and are no way affiliated with SJ-Tours.

SJ-Tours purchases transportation, hotel accommodations, restaurant services, and other services from various independent suppliers that are not subject to its control. SJ-Tours cannot, therefore, be liable for any personal injury or property damage, or any other special, consequential or incidental damages that may occur due to (a) intentional, wrongful, negligent, or arbitrary acts or omissions on the part of a supplier, its employees and others not under the direct control of SJ-Tours, or (b) defects or failures of any aircraft,

vessel, automotive vehicle or other equipment or instrumentality under the control of independent suppliers. In addition, SJ-Tours cannot be liable for delays in departure or interruption of your vacation arrangements caused by weather conditions, technical problems of any aircraft, vessel, automotive vehicle or other equipment or instrumentality, strikes, war, terrorist activity, civil commotion, or any causes beyond the control of SJ-Tours. In no event will SJ-Tours be responsible for incidental, consequential or special or incidental damage or loss suffered by any person. SJ-Tours' maximum liability, for any reason whatsoever, will be limited to the amount paid to SJ-Tours for its services. In issuing tickets and coupons for transportation of the purchaser by any means, and making arrangements for hotel or other accommodation, SJ-Tours is not acting as principal but only as agent for the companies, corporations or persons providing or offering the means of transportation and accommodation. To the extent SJ-Tours shall not be acting as an agent, as stated above, it shall be deemed to be acting as an agent of the purchasers in arranging or booking transportation and accommodation. Airlines and other transportation providers (e.g., motor coach operators) are not liable for any detention, delays, loss, damage, sickness or injury, however or by whomever caused, during the time passengers are not on board their planes or conveyances. The contract of carriage used by such transportation providers when issued shall constitute the sole contract between the transportation providers and the purchaser of these vacation arrangements.

15. **Liability.** SJ-Tours is not liable for any negligent or willful act or failure to act of any travel service provider or of any third party. In addition and without limitation, SJ-Tours is not responsible for any injury, loss, death, inconvenience, delay, or damage to person or property in connection with the provision of any goods or services whether resulting from, but not limited to, acts of God or force majeure, illness, disease, acts of war or civil unrest, insurrection or revolt, animals, strikes or other labor activities, criminal or terrorist activities of any kind, overbooking or downgrading of accommodations, mechanical or other failure of airplanes or other means of transportation, or for any failure of any transportation mechanism to arrive or depart on time. Also be advised that certain foreign facilities such as air-conditioning systems in public places, hotels and motor coaches may not be up to U.S. standards. If due to weather, flight schedules or other uncontrollable factors you are required to spend additional night(s), you will be responsible for your own hotel, transfers and meal costs. Baggage is entirely at owner's risk. You may see the name SJ-Tours on signs around a hotel or elsewhere. This use of our name is purely for reasons of identification and does not denote ownership, supervision, or control by SJ-Tours in any way.

16. **Refusal of Service.** Service providers reserve the right to refuse service to travelers at their sole discretion and including without limitation if the traveler (i) Lacks proper documentation for the country of destination; (ii) Has a contagious disease; or is under the influence of alcohol, drugs or narcotics; and/or (iii) Manifests disruptive and/or unruly behavior. SJ-Tours assumes no liability for the acts of the service provider in refusing service.

17. Travel Information

- a. **Pricing.** The details of the prices of tours or any other information displayed on the Website are subject to change without notice. The tours and services described on the Website are subject to availability. SJ-Tours reserves the right to change prices, itineraries and routing without notice. All prices have been calculated based on tariffs and rates of exchange as of the date identified on each offer. Prices are current at time of posting. Ground transportation, hotels and local tour operators may increase their prices without advance notice. Prices may increase before full and final payment for those and other reasons. After full payment, prices are guaranteed except only due to an increase in government-imposed taxes or fees. By paying your deposit, you affirmatively agree to the possibility of such increases.
- b. **Passports/Visas.** You are responsible for obtaining all passports, visa and health information required. SJ-Tours accepts no responsibility if you do not have the correct documentation for your vacation.

18. Booking and Payment

- a. **Deposit and Payment.** To reserve a tour, a minimum NON-REFUNDABLE deposit of 50% of the total cost of the tour is due and payable when reservations are initiated. The deposit is non-refundable but the dates of the tour can be changed to accommodate the client.
- b. **Full and Final Payment.** Full and final payment must be received by SJ-Tours at least 60 days prior to departure. Failure to make the final payment when due will result in the reservation being automatically canceled.

- c. **Book Tour 60 Days or less prior to start of tour.** You may book a tour 60 days or less from the start of a tour only upon a nonrefundable payment of 100% of all fees due. Booking of hotels and riads of choice will be subject to availability.
 - d. **Method of Payment.** Method of Payment. SJ-Tours accepts the following forms of payment: Cash, check, money order, ACH/Wire, MasterCard, American Express, Visa and Discover cards. The authorization to use a credit card indicates your compliance with these Terms.
- 19. **Cancellation.** No refunds will be issued 60 days or fewer prior to a start of a tour. A written email request for a cancellation is required. The cancellation date is the transmittal date of the email. The cancellation payment is the amount paid for the tour less the nonrefundable 50% deposit.
- 20. **Special Requests.** Any special request such as special meals, dietary requirements, adjoining rooms, or accommodation requirements must be communicated to SJ-Tours on your booking date. These requests are subject to availability and confirmation.
- 21. **Inclusions/Exclusions.** Itineraries and included services are as stated in each offer. All services on tours, including hotel choices, are subject to availability. Every effort will be made to provide arrangements as described, booked and invoiced. SJ-Tours reserves the right to alter or cancel travel arrangements at any times. SJ-Tours will then provide, wherever possible, similar travel arrangements. Airfare is not included in any of our tour packages. Items such as alcoholic beverages, telephone and fax charges are also not included. Visa and passport fees, meals not specified, portorage, gratuities and departure taxes are not included. Maps are for general information only and may not necessarily reflect actual routings and services provided. Hotel photographs may not necessarily reflect the standard of any room purchased.
- 22. **CST #2142597-40.** Registration as a seller of travel does not constitute approval by the State of California. The following and the conditions on our brochures are our conditions upon which the contract between us, the seller of travel services, and the passengers may be canceled. Upon cancellation of the transportation or travel services, where you, the customer, are not at fault and have not canceled in violation of the terms and conditions, if any, of the contract for transportation or travel services, all sums paid to S&J Tours for services not received by you will be promptly refunded by S&J Tours to you unless you otherwise advise S&J Tours in writing. California law requires that the following statement be made to customers located outside of California at the time of purchase: "This transaction is not covered by the California Travel Consumer Restitution Fund. You are not eligible to file a claim against that Fund in the event of SJ-Tours' default." We are required under California law to advise you of the following: For passengers located in California only, in the event of SJ-Tours' default, you may be eligible for a refund of up to US \$15,000 from the California Travel Consumer Restitution Fund. If you were located in California at the time of your purchase, you have a right to make a claim against the fund for a refund of any money paid to SJ-Tours that is due because of SJ-Tours' bankruptcy, insolvency, cessation of operations, or material failure to provide the transportation or travel services sold. The claim must be filed within six months after the completion date of your travel. For a claim form and additional information, write to: Travel Consumer Restitution Corporation P.O. Box 6001, Larkspur, CA 94977.