

Your Agreement with Sundowner Safaris, LLC

PLEASE READ THE TERMS OF THESE TERMS AND CONDITIONS WITH CARE TO MAKE SURE THAT YOU UNDERSTAND YOUR RIGHTS AND OBLIGATIONS AND OUR RIGHTS AND OBLIGATIONS.

All bookings are made with Sundowner Safaris, LLC ("Sundowner Safaris," "we," "us" or "our"), a Nevada limited liability company. By booking a tour with us, paying a deposit or signing this agreement, you accept all of the terms in this agreement on your own behalf and on behalf of all persons listed on the booking, including any traveler under the age of 18 under your custody, care or control. You direct us to perform services for each and every traveler. The terms and conditions set forth in this Agreement constitute the entire understanding and agreement between you ("you" or "your") and Sundowner Safaris with respect to any and all bookings, reservations, tours, or transactions made with Sundowner Safaris.

1. Reservations.

A per-person, non-refundable deposit equaling 25% of your trip's total cost is required to hold your reservation. However, if you are reserving a single room a per-person, an additional non-refundable deposit is needed to hold your reservation. Full payment is due no later than 60 days prior to tour start date. For tours booked within 60 days of tour start date, the entire tour cost must be paid at the time of booking. Payments may be made by credit card, wire transfer, ACH and check.

Note: Certain tour destinations, or tours booked during peak travel dates, require additional advance deposits and/or have different payment terms and conditions. In such cases, the additional deposit amounts and related payment terms and conditions will be advised once required. Prices do not include airfare. You do not need to have your flight booked in order to put a deposit down. However, please confirm tour availability with us prior to booking your flights. Within seventy (70) days of departure, we will send you a packet of information outlining what to bring and additional information to prepare you for your trip.

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. Sundowner Safaris 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.

2. Covid-19 Vaccination

For the protection of other participants and residents of the destinations we travel to, we strongly recommend that each tour participant be vaccinated against Covid-19 prior to travel. Vaccination against Covid-19 may be a requirement to enter the countries you travel to or through.

3. 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.

4. Pricing

Since all of our trips occur 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;
- 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, tour packages 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.

5. 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.

6. Changes by You

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 \$100 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 8 below will become payable.

7. 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 suppliers allow 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 \$100 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 8 will apply in order to cover our estimated costs. Otherwise, no refunds will be given for passengers not travelling or for unused services.

8. Cancellations & Refunds

All cancellations and refund requests must be made in writing. Your cancellation date will be the date we receive your notice. No verbal refund requests will be honored. Deposits are non-refundable. Refunds of final payment will be honored as follows:

| | |
|--|------------|
| Notice received 91 days or more prior to start of scheduled trip: | 75% refund |
| Notice received between 90-61 days prior to start of scheduled trip: | 50% refund |
| Notice received 60 days or less prior to start of scheduled trip: | No refund |

Note: Certain tour destinations, or tours booked during peak travel dates, require additional advance deposits and/or have different payment terms and conditions. In such cases, the additional deposit amounts and related payment terms and conditions will be advised once required.

Cancellation penalties and fees imposed by our suppliers may be additional and, if imposed, will be deducted from the above refunds, if any. No refunds will be made after commencement of your trip, whether for early termination, voluntary absence from the trip or for any unused services. Your decision not to travel due to State Department warnings, fear of travel, illness, or any other reason, will be deemed a cancellation. If a flight or other delay for any reason causes you to miss services, no refunds will be given. Please review our Waiver and Release Agreement. A change of trip date or change of travel destination(s) will be treated as a cancellation and cancellation fees will apply. Please allow eight weeks for administration of refunds. **Comprehensive travel insurance (including trip delay, trip cancellation, trip interruption, and baggage) and health, accident and medical evacuation insurance are strongly recommended.**

9. If We Change or Cancel

As we plan your trip arrangements many months in advance we may occasionally have to make changes to your itinerary 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 transportation vehicle type or change of accommodation to another of the same or higher standard, or changes of carriers. 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 significant change to your itinerary, missing out one or more destination entirely.

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 10), failure by you to pay the final balance or if the minimum number of participants 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 if the change occurs more than 91 days prior to your scheduled trip; 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.

We reserve the right to cancel any tour because of inadequate enrollment that makes the tour economically infeasible to operate or because of our concerns with respect to the safety, health or welfare of our travelers or staff. If we cancel a tour, our liability is limited to a full refund of your payments to us and we will not be liable for any other costs, damages or refunds of any kind for any loss, delay, inconvenience, disappointment or expense whatsoever in such circumstances. If a tour in progress must be interrupted or canceled, our liability shall be strictly limited to refund of the recoverable cost of any unused portion of the tour.

10. Force Majeure

"Force Majeure" means, in relation to Sundowner Safaris, any circumstances beyond the reasonable control of Sundowner Safaris, (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).

Sundowner Safaris 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 Sundowner Safaris, 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 Sundowner Safaris to you as a result of the non-performance of any obligations hereunder shall remain in its sole and absolute discretion, although Sundowner Safaris shall use its reasonable efforts to reimburse you where possible. However,

Sundowner Safaris shall be entitled to deduct from any refund recoverable the reasonable actual and potential costs to Sundowner Safaris of the Force Majeure and applicable cancellation fees.

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

11. 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 Sundowner Safaris 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.

12. Tour Costs and Inclusions

All tour costs are based upon the specified services in your customized itinerary or on our website as per the "Inclusions" section. Tour costs generally include accommodations; private sightseeing with local, English-speaking guides (unless touring is specified as group or lodge-based touring) and/or English-speaking drivers as specified in the itinerary; admission fees (unless otherwise specified); meals as indicated in detailed itinerary (B=breakfast, L=lunch, D=dinner); accommodation taxes and service charges; regional surface transportation; internal flights (if specified as included); airport, train station and/or port transfers as specified; government fees and local handling charges; travel visas (if specified as included); the full services of Sundowner Safaris before, during, and after your trip; pre-trip travel documents. Itemized cost breakdowns are not available. Please refer to the "Inclusions" section of your personalized itinerary or website for detailed information regarding which services are included in your tour cost. All tour costs are in US dollars.

Quoted tour prices include extensive personalized planning and operational charges, and are based on current rates of exchange, airfares, tariffs and taxes as of the date of issuance of your itinerary. Prices are valid for the travel dates specified in your confirmed itinerary. Sundowner Safaris reserves the right to increase tour prices to cover increased costs, tariffs and taxes, and to reflect fluctuations in foreign exchange markets. Prices are based on the number of travelers in your party; additions to or withdrawals from the group may alter the price for each participant.

13. Items Not Included

Unless otherwise specified in your detailed itinerary, international flights, private air charters, airport departure taxes, gratuities, laundry, alcoholic beverages, excess baggage charges, PCR tests, visa fees for visas obtained on arrival, travel insurance, tours indicated as optional or not specified in the itinerary, items of a personal nature, and any items not specifically listed as included, are not included.

14. Single Travelers

Tour prices are based on double occupancy unless otherwise noted in your itinerary. Single travelers will be expected to pay the single supplement fee.

15. Children

Unless otherwise indicated in the tour description, all tour passengers must be at least twelve (12) years of age. However, some activities contained within an itinerary may have a different age restriction than the overall minimum age requirement, in which case details will be provided at the time of booking. We reserve the right to marginally exceed the published maximum group size on certain tours to accommodate a family.

16. 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.

17. Health and Physical Condition

The Americans with Disabilities Act ("ADA") is only applicable within the United States, and facilities for disabled individuals are limited outside its borders. Participants are understood to be in sufficient good health to undertake foreign travel and the rigors of a safari. Sundowner Safaris requests that all travelers notify us in writing as early as possible of any physical or health conditions or other special needs while traveling (e.g., access to refrigerators to store medications, dietary requirements or allergies, requests for large seats, limited walking ability during touring, schedule requirements, etc.). We make this request to ensure that your comfort and convenience are taken into consideration for all travel services we arrange. We will make reasonable efforts to accommodate the needs of our travelers. Hotels may have accessible rooms. We do not, however, guarantee that all hotel facilities are accessible for travelers with disabilities. In cases where we cannot accommodate a traveler's special needs, persons requiring this assistance must be accompanied by a companion who will be responsible for independently providing the needed assistance. We regret that we cannot provide special individual assistance to travelers with special needs for ordinary daily activities, such as walking and dining. 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.

18. Conduct During the Tour

You are responsible for respecting the authority and following the directions of the tour guide and the laws of the countries in your Itinerary during a tour. We may exclude you from participating in all or any part of the tour if, in our sole discretion, your condition or behavior renders you unfit for the tour or unfit for continuation once the tour has begun. Unfitness may include, without limitation, any behavior that, regardless of its cause, is inappropriate or offensive or interferes with the delivery of tour services or may constitute a hazard or embarrassment. In such case, our liability shall be strictly limited to refund of the recoverable cost of any unused portion of the tour. Should you decide for any reason not to participate in certain parts of the tour or use certain goods included in the tour, no refunds will be made for those unused parts of the tour or goods. You agree to indemnify and hold us harmless from and against any costs, damages, losses or liabilities arising out of (a) the actions or omissions of any minors

traveling with you and (b) if you checked the box indicating that you are signing on behalf of yourself and your traveling companions, your companions' claims that you were not authorized to agree to this Agreement on their behalf.

19. 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 +1-949 876 2005. 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 samar@sundownersafaris.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.

20. 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 Sundowner Safaris against credit card chargebacks arising out of: (a) your complaints regarding any supplier 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 Sundowner Safaris' reasonable attorney fees and expenses if Sundowner Safaris has to file suit against you in order to enforce the indemnification provision under this Section 20 of the Agreement or if you initiate a chargeback dispute arising out of a cause other than fraud.

21. Photographic Release

Sundowner Safaris reserves the right to take photographs and videos of any of its trips and all passengers while on such trips. By traveling on a Sundowner Safaris trip, you consent to such photography and filming, and agree to grant Sundowner Safaris the right to the use such photographs and recordings, including your image and likeness, for any commercial purposes whatsoever worldwide and in perpetuity, in Sundowner Safaris' sole and absolute discretion, including without limitation for marketing and promotional purposes, without any pre-publication or pre-approval rights, nor payment of fees or royalties to you of any kind.

22. 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 Sundowner Safaris.

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 Sundowner Safaris.

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.

23. 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>) Sundowner Safaris 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, Sundowner Safaris is not responsible for lost payments made toward the contemplated trip. If you call our office, we 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.

24. Baggage

All baggage is transported at owner's own risk. Please check directly with the airline for specific baggage allowances. Sundowner Safaris' arrangements and tour costs are based on one suitcase and one carry-on bag per traveler. If you anticipate that your luggage will exceed this amount, please contact us as soon as possible so that we can arrange larger vehicles for airport transfers and sightseeing accordingly. All money, valuables and travel documents should be packed in a carry-on bag for which you are responsible at all times. Sundowner Safaris cannot be responsible for loss or damage to baggage.

Insurance is strongly recommended.

25. Supplier Contracts

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.

26. Air Check-Ins, Delays

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.

27. Reservation Information and Identification Documentation Requirements.

When making a travel reservation with Sundowner Safaris 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 Sundowner Safaris as to any changes to the Booking Data, and any other information provided to Sundowner Safaris, in order to keep it accurate, current and complete; and (iii) accept all risk of unauthorized access to any information you provide to Sundowner Safaris, (including, but not limited to Booking Data). Sundowner Safaris 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.

Sundowner Safaris is not obligated to retain a record of your account or any Booking Data or other information that you may have stored by means of your client file for your use of our services, 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 Sundowner Safaris and the account must be in the proper legal name of yourself and the persons for whom you are making a reservation, as you are prohibited from using alter egos or other disguised identities. All 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.

28. 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 Sundowner Safaris for services not provided will be promptly paid to the Traveler. In California and Illinois, this provision does not apply where the Sundowner Safaris 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, Sundowner Safaris must provide the Traveler with a written statement accompanied by bank records establishing the disbursement of the payment to Supplier.

29. Privacy Policy

At all times your information will be treated in accordance with Sundowner Safaris' Privacy Policy, which is incorporated by reference into this Agreement and can be viewed at sundownersafaris.com/privacy.

30. Changes to These Terms

We reserve the right, in our sole discretion, to change these Terms at any time. Updated versions of the Terms will be posted here on this website and are effective immediately on posting. Please check 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.

31. Governing Law, Jurisdiction and Severability

This Agreement will be interpreted according to the laws of the State of Nevada 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 Nevada. 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 Clark County, Nevada. 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 Clark County, Nevada, 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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