

**THE EVOLVED TRAVELER
CLIENT SERVICES AGREEMENT**

California Seller Of Travel Program – California Seller of Travel registration: #2125625-40

Before booking travel arrangements with THE EVOLVED TRAVELER, THE EVOLVED TRAVELER requires each client (“Client”) to agree to the following client services agreement (the “Agreement”). Please read this Agreement carefully. THIS AGREEMENT CREATES A CONTRACTUAL RELATIONSHIP BETWEEN THE EVOLVED TRAVELER AND YOU, THE CLIENT IN THE VACATION PACKAGE PROVIDED BY THE EVOLVED TRAVELER, AFTER READING THIS ENTIRE AGREEMENT, IN ORDER FOR YOUR TRAVEL OR VACATION PACKAGE RESERVATION TO BE COMPLETED, YOU MUST INDICATE YOUR UNDERSTANDING AND ACCEPTANCE OF THIS AGREEMENT.

By signing or accepting this Agreement or by undertaking any other affirmative action manifesting an intent to engage THE EVOLVED TRAVELER, including providing THE EVOLVED TRAVELER with credit card or billing information to be charged for any services made available by THE EVOLVED TRAVELER, Client accepts and agrees to be bound and abide by the Agreement. If Client does not want to agree to the Agreement, Client must not take any of the aforementioned affirmative steps and may not utilize any paid services offered by THE EVOLVED TRAVELER. For the avoidance of doubt, any digital signature to the Agreement or otherwise accepting or agreeing to the Agreement shall constitute acceptance of the provisions herein.

1. Limits on The Evolved Traveler’s Responsibilities

THE EVOLVED TRAVELER and its affiliates, owners, officers, agents, employees, contractors and subcontractors (hereafter in this paragraph “THE EVOLVED TRAVELER”) purchase transportation, hotel accommodations, restaurant services, and other services from various independent suppliers that are not subject to THE EVOLVED TRAVELER’S control. THE EVOLVED TRAVELER, nor any associate organization, agent, employee, contractor, or subcontractor shall be held liable for any act, default, injury (including death), loss, expense, damage, deviation, delay, curtailment, or inconvenience caused to or suffered by any person or their property, howsoever arising, which may occur or be incurred by any organization or person, even though such act, default, injury, loss, expense, damage, deviation, delay, curtailment or inconvenience may have been caused or contributed to (a) by the act, neglect or default of THE EVOLVED TRAVELER, owners, officers, agents, employees, contractors and subcontractors, or of any persons for whose acts it would otherwise be responsible, or (b) defects or failures of any aircraft, vessel, automotive vehicle or other equipment or instrumentality under the control of independent suppliers.

In addition, THE EVOLVED TRAVELER 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 THE EVOLVED TRAVELER. In no event will THE EVOLVED TRAVELER be responsible for incidental, consequential or special damage or loss suffered by any person. THE EVOLVED

TRAVELER's maximum liability, for any reason whatsoever, will be limited to the amount paid to THE EVOLVED TRAVELER for its services. In issuing tickets and coupons for transportation of the purchaser by any means and making arrangements for hotel or other accommodation, THE EVOLVED TRAVELER is not acting as principal but only as agent for the companies, LLCs, or persons providing or offering the means of transportation and accommodation. To the extent THE EVOLVED TRAVELER 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.

2. Reservations & Payments

Deposits and all payments may be made by cashier's check or credit card (Visa, MasterCard, American Express, and Discover) on any journey from THE EVOLVED TRAVELER.

Deposit schedules are for journey costs only and are as follows:

- At time of reservation: 25% of the total cost
- 90 days prior to departure*: Balance due.

*Due to financial commitments, some journeys may require final payment 120 days before departure. Journeys with special events may require additional deposits and may be subject to alternate cancellation terms as indicated in the detailed itinerary. If you make your reservation less than 90 days prior to your scheduled departure, full payment will be collected at the time of booking.

3. Evolved Expedition Planning Fee

Creating a personalized, private journey is very time-intensive and requires a planning fee to initiate. The fee schedule is as follows:

- Outside of 60-Days: \$250*
- Within 60-Days: \$500*

This **non-refundable** planning fee will automatically be credited toward the final payment of your trip.

After receiving your planning fee, we will prepare a draft itinerary and review with you all the logistics and provide you with a total cost estimate.

*Certain specialty trips such as safaris and those with rail or cruise components may require a higher non-refundable itinerary planning fee. You can send us a check, or to begin the process right away, you can give us a credit card number (Visa, MasterCard, American Express, or Discover.)

4. Cost Of Journeys

Each journey is different, and you should refer to your individual itinerary as a guide for what costs are included in your specific trip.

- a. **Hotels:** Based on availability, THE EVOLVED TRAVELER offers luxurious or the best available room, included in the cost of the journey. Single rooms must be reserved in

- advance at a supplementary cost. Right is reserved to substitute hotels for those named provided in a personal itinerary or on THE EVOLVED TRAVELER website when necessary. Specific bed types should be requested at the time of booking but cannot be guaranteed.
- b. **Meals:** Meals are included only as noted in the itinerary. Every effort will be made to provide bottled water, soft drinks, coffee, or tea with meals but this cannot be guaranteed.
 - c. **Travel Director:** Some journeys will include the services of a travel director, who will manage all matters pertaining to the journey operation.
 - d. **Sightseeing:** English-speaking guides are included in the cost of the journey as shown in the itinerary, including entrance fees for places visited. Air-conditioned vehicles are utilized when available. Four-wheel-drive vehicles may be used in many locations as necessary. Water is included on all sightseeing excursions unless unavailable in a particular destination or location.
 - e. **Luggage:** All transportation and transfer of two full-size suitcases, except when mandated by charter air carriers or airlines are included in the cost of the journey. On some programs, baggage may be limited to 20 pounds. The traveler will be responsible for any overweight charges imposed by an airline or air charter company.
 - f. **Port Taxes:** All port taxes on cruise portions of itineraries are included in the cost of the journey.
 - g. **Transfers:** Group or individual airport transfers on arrival and departure flights are included in the cost of the journey.

Costs not included in the journey are: Air transportation; airport taxes; passport and visa expenses; laundry, alcohol, and all items of a personal nature; expenses of guides, buses or cars for sightseeing not included in the itinerary; excess baggage charges; health, accident, baggage, and trip cancellation insurance; [expenses incurred in recovering luggage lost by airlines, belongings left behind on a tour, and/or in shipping purchases or other goods home from abroad](#); gratuity to the hotel, cruise, train and restaurant staff as well as local guides and drivers for normal on-journey services or for any personal services when not specifically listed under tour inclusions; gratuity to the travel director; [expenses due to the delay or interruptions of a trip for any reason, including but not limited to Force Majeure events, as defined below](#); [expenses and costs due to quarantine, refusal or interruption of service by third parties, or border closures/restrictions](#). and other items not mentioned as being included.

5. Passports / Visas

Clients will be required to submit a color copy of their passport and/or other requested legal identification to THE EVOLVED TRAVELER. You are responsible for obtaining any travel documents and/or verifying entry requirements necessary for each country of travel and/or transit on your selected itinerary. Entry laws differ with respect to each traveler's citizenship. THE EVOLVED TRAVELER cannot obtain personal travel documents for customers or assume responsibilities for notice of countries' current requirements. You are responsible for any expenses incurred as a result of the delays or itinerary changes related to your lack of appropriate travel documents. [Additionally, THE EVOLVED TRAVELER is not liable or responsible](#)

[for any Client being denied entry or exit to or from the travel destination based on lack of adequate documentation or required immunizations.](#)

6. Pricing & Changes

Prices include all items noted above and are based on current rates of exchange at the time of trip proposal and/or confirmation. THE EVOLVED TRAVELER reserves the right to increase tour prices and without notice to withdraw any part or the entire trip and to make such changes as may be necessary, and the resulting extra cost, if any, shall be paid by the guests.

[There may be occasions where THE EVOLVED TRAVELER may need to alter or modify Client's trip components based on vendor operating days or changes in availability; such changes are generally considered minor changes in the itinerary and shall not be considered nonconformance under this Agreement. In the event that Client desires to alter, modify, postpone, or reschedule a trip or its components, Client shall not be entitled to a refund and all refunds will be at the sole discretion of THE EVOLVED TRAVELER.](#)

7. Unused Services

If you make any changes to any portion of your journey after you have departed, such changes will be completely at your own expense. Refunds are not available for services provided in the journey prices not utilized by you.

8. Cancellation Policy

The cancellation policy is applicable to all THE EVOLVED TRAVELER journeys. The written notice must be received by certified mail, fax, or email.

Cancellation fees are as follows:

- Cancellations received 90-61 days prior to departure: 25% of the tour price per person.
- Cancellations received 60-31 days prior to departure: 50% of the tour price per person.
- Cancellations received within 30 days prior or en route: 100% of the tour price per person.

You may transfer your reservation, depending upon availability, from one journey to another (in the same calendar year) by notifying us at least 91 days prior to the journey for a transfer fee of \$50 per person, after which time our cancellation policy applies. THE EVOLVED TRAVELER is not responsible for additional expenses such as airline cancellation fees, visa fees, vaccinations, purchases of clothing or equipment, or other expenses that may occur as a result of the cancellation.

Once THE EVOLVED TRAVELER has accepted deposits for a THE EVOLVED TRAVELER journey, the departure is guaranteed, except in case of ["Force Majeure" events, including but not limited to fire, earthquake, labor dispute, act of a public enemy, public health crisis, death, illness, or incapacity of a THE EVOLVED TRAVELER employee or independent contractor or any local, state, federal, national or international law, governmental order or regulation, any major events that adversely affect international travel patterns or events that endanger travelers, or or any other event beyond THE EVOLVED TRAVELER's control.](#)

THE EVOLVED TRAVELER does its best to operate all journeys planned or listed but many operational circumstances and program aspects are outside of our control, and as such, we reserve the right to cancel a program for any reason. Should a program be canceled or inoperative we will inform you as soon as possible about the cancellation. [If THE EVOLVED TRAVELER cancels for any reason, Client may be given a partial refund, not including the Initial Deposit, at the sole discretion of THE EVOLVED TRAVELER based on the circumstances.](#) THE EVOLVED TRAVELER is not responsible for additional expenses that may occur as a result of the cancellation, such as airline cancellation fees, visa fees, vaccinations, purchases of clothing or equipment for the canceled program or other expenses. [Note that if THE EVOLVED TRAVELER alters, modifies, postpones, or reschedules Client's journey or offers Client a travel credit or partial refund, such action does not constitute a "cancellation" of Client's journey by THE EVOLVED TRAVELER.](#)

[Upon cancellation of services, THE EVOLVED TRAVELER reserves all rights under this Agreement. Client shall assume responsibility for all legal fees necessitated by default in payment. If any legal action is necessary to enforce this Agreement, the prevailing party shall be entitled to reasonable attorney fees, costs, and expenses.](#)

9. Chargeback Policy

[All clients are required to keep a valid credit card on file. For your convenience this credit card will be used as a form of payment for fees incurred throughout the booking process. We will notify you before each charge is made. In the event that you have questions, concerns, or dispute a charge to your credit card, please contact THE EVOLVED TRAVELER directly prior to initiating a refund or "chargeback" with your credit card company. If THE EVOLVED TRAVELER cancel or postpone your journey due to any Force Majeure event, we will not offer refunds but instead will offer you a credit to use our services at a later time.](#)

[By entering into this Agreement, Client acknowledges their understanding that all payment disputes should first be brought to the attention of THE EVOLVED TRAVELER prior to formally disputing a charge with Client's credit card company. Any charges disputed with your credit card company, including in the event of cancelation or postponement of your journey as a result of Force Majeure events, will result in THE EVOLVED TRAVELER producing a copy of this signed Agreement to the credit card company notifying us of the chargeback of the payment\(s\) in order to recover our fees. Any additional fees associated with negotiating the chargeback, including but not limited to an hourly fee for time spent by THE EVOLVED TRAVELER staff communicating with your credit card company will also be assessed to you, the Client. Failure to pay for our services or fees incurred by fraudulent credit card disputes will result in immediate termination of THE EVOLVED TRAVELER'S services and of this Agreement. If a credit card charge \(or a check\) is rejected by a bank, you will have 48 hours from that time to reconcile payment or you will be charged a \\$25.00 processing fee.](#)

10. Travel Protection

[THE EVOLVED TRAVELER does not purchase travel insurance on behalf of its clients.](#) It's always a good idea to consider purchasing a travel protection plan to protect your travel investment.

For more information on the available plans or to enroll, [click here](#) or contact Travelex Insurance Services at 800-228- 9792 and reference location number 05-1426. Travel Insurance is underwritten by Berkshire Hathaway Specialty Insurance Company (formerly known as Stonewall Insurance Company), 1314 Douglas Street, Suite 1400, Omaha, NE 68102. 11.17 W20. [Client acknowledges and agrees that THE EVOLVED TRAVELER is not responsible or liable for any loss, damage, expense, cost, or any other issue affecting Client's property or person as a result of Client's travel. Client understands and agrees that, should Client choose not to purchase travel insurance or should Client purchase inadequate coverage for their trip, the Client will be solely and fully responsible for any costs, losses, or damages incurred in connection with the Client's trip, including those relating to tour cancellation or interruption, loss or theft of personal property, medical expenses, and more.](#)

11. Eligibility

All guests are expected to be in good health. We consider our journeys to be active. Moderate to strenuous exertion, including long walks and climbing stairs is sometimes an integral part of your journey. Riding in four-wheel-drive vehicles on rough terrain or unpaved paths can aggravate back conditions. Flying aboard small aircraft is required in many areas.

12. Health & Inoculations

Immunization requirements vary from country to country. Please consult your personal physician and/or local public health board, or the Centers for Disease Control and Prevention (CDC) in Atlanta (404-322-4559 or www.cdc.gov/travel). Additionally, we strongly suggest you have a complete physical since some itineraries include areas of high altitude and extreme temperature fluctuation. Bring this to your doctor's attention. Required inoculations, if any, must be recorded by the traveler's health practitioner on a valid vaccination certificate which the traveler must carry for proof of inoculation where required. Individuals with heart disease, chronic illness, physical handicap, advanced pregnancy, or mental illness should not participate in these rigorous travel programs.

It is Client's responsibility to consult a physician before participating in this trip to ensure eligibility for strenuous physical activity and by signing or otherwise accepting this Agreement, Client affirms that they have no medical conditions that would restrict Client from participating in the journey. Client agrees that if they experience any medical issues while on the trip, they will seek medical treatment immediately.

13. Researching Your Destination

[THE EVOLVED TRAVELER has no special knowledge regarding any possible unsafe conditions, health hazards, weather hazards, or climate extremes at destinations to which Client may travel. As such, THE EVOLVED TRAVELER encourages all clients to plan accordingly and do their research in preparing for their travel. For information concerning possible dangers at destinations, please review, at minimum, the Travel Warnings section of the State Department website at \[www.travel.state.gov\]\(http://www.travel.state.gov\). For medical information, contact the Centers for Disease Control at \[www.cdc.gov/travel\]\(http://www.cdc.gov/travel\). THE EVOLVED TRAVELER recommends that United States citizens register for the United State's government's Smart Traveler](#)

[Enrollment Program, a free service to allow United States citizens traveling abroad to enroll their trip with the nearest U.S. Embassy or Consulate, at https://step.state.gov/step/.](https://step.state.gov/step/)

14. Acknowledgement Of Risk

You understand and acknowledge that your travel in connection with and participation in the vacation package arranged at your request by THE EVOLVED TRAVELER may involve risk and potential exposure to injury and possibly death. You also realize and acknowledge that risk and dangers may be caused by the negligence of the owners, directors, employees, contractors, subcontractors, officers, or agents of THE EVOLVED TRAVELER or the negligence or participation of other participants, contractors, and/or subcontractors to THE EVOLVED TRAVELER. You also recognize and acknowledge that risk and dangers may arise from foreseeable and unforeseeable causes, including weather and other acts of nature, [and that the international location of any given trip may be a location where the political, health, cultural and geographical attributes present additional inherent risks greater than those present in Client's daily life. These inherent risks include, but are not limited to, negative treatment by foreign third parties unaffiliated with THE EVOLVED TRAVELER, as well as the dangers of serious personal injury, death, and property damage resulting from, but not limited to: travel; physical exercise and exertion; physical contact with other travelers or third parties; communicable illnesses, including but not limited to COVID-19; severe allergies; animal or insect-borne illnesses; falling or tripping due to environmental hazards, uneven surfaces, or debris; other health hazards associated with travel; injury or death resulting from exposure to unfavorable weather conditions; and hazards related to dining, including, but not limited to, food sickness, allergic reactions, and/or choking \(collectively the "Injuries and Damages"\).](#) You fully understand and acknowledge that the aforementioned [Injuries and Damages](#) are potential in connection with recreational activities that may take place during your trip.

[Client further acknowledges and understands that these Injuries and Damages cannot be entirely eliminated. Client fully understands and agrees that THE EVOLVED TRAVELER has not tried to contradict or minimize their understanding of these risks. Client understands that Injuries and Damages can occur by natural causes or activities of other persons, environmental circumstances, staff of THE EVOLVED TRAVELER or third-party service providers, either as a result of negligence or because of other reasons. Client understands that third parties, including third-party service providers, cannot necessarily be controlled, and that Client's safety, physical health, or emotional wellbeing cannot be guaranteed while traveling and participating in related activities.](#)

15. Express Assumption Of Risk And Responsibility

[In acknowledging the foregoing ACKNOWLEDGMENT OF THE RISK section, CLIENT CONFIRMS THEIR UNDERSTANDING OF THE FOLLOWING:](#) you confirm that you are physically and mentally capable of participating in the activity, that you are willingly and knowingly electing to participate in this vacation package in spite of the potential risk of [Injuries and Damages](#), and you willingly and voluntarily assume full responsibility for any [Injuries or Damages](#) suffered by you or caused by

you, whether caused in whole or in part by the negligence of the owners, directors, agents, officers, employees, contractors or subcontractors of THE EVOLVED TRAVELER.

16. Release of Liability

In consideration of the services and arrangements provided by THE EVOLVED TRAVELER, you, for yourself and for your heirs, personal representatives or assigns, do hereby release, waive, discharge, hold /harmless, and agree to indemnify THE EVOLVED TRAVELER, and its owners, officers, directors, agents, contractors, subcontractors and employees from any and all claims, actions, or losses for bodily injury, property damage, wrongful death, loss of services, lost profits, consequential, exemplary, indirect or punitive damages or otherwise which may arise out of or occur during your travel in connection with the scheduled vacation package and any activities conducted in conjunction therewith. YOU SPECIFICALLY UNDERSTAND THAT YOU ARE RELEASING, DISCHARGING AND WAIVING ANY CLAIMS OR ACTIONS THAT YOU MAY HAVE PRESENTLY OR IN THE FUTURE FOR THE NEGLIGENT ACTS OR CONDUCT OF THE OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS OR SUBCONTRACTORS OF THE EVOLVED TRAVELER.

17. Waiver of Unknown Claims

[Client has read Section 1542 of the California Civil Code, which provides as follows:](#)

[A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.](#)

[Client understands that Section 1542 states that Client cannot release existing claims of which the Client is presently unaware, unless the Client voluntarily chooses to waive this right. Having been so apprised, Client nevertheless hereby voluntarily elects to, and does, waive the rights described in Section 1542, and elects to assume all rights for claims that now exist in the Client's favor, known or unknown, for the subject of this Agreement.](#)

18. Important Notice [Regarding the Physical Nature of Each Journey](#)

THE EVOLVED TRAVELER Journeys vary in pace, but in general, they require participants to be in good physical and mental health. THE EVOLVED TRAVELER will make reasonable efforts to accommodate the special needs of its travelers; however, such travelers should be aware that the Americans with Disabilities Act is inapplicable outside of the United States and facilities outside the United States for disabled individuals are sharply limited. Accordingly, when you reserve your journey, please inform THE EVOLVED TRAVELER of any physical disabilities or limitations so that we can help you determine the appropriateness of the itinerary you select. Notwithstanding the foregoing, THE EVOLVED TRAVELER reserves the right to decline, to accept or retain any person as a passenger should such person's health or mental condition or physical infirmity or general deportment impede the operation of the trip or the rights or welfare or enjoyment of other guests; refund of unused land services is the limit of THE EVOLVED TRAVELER's liability. It is the guest's responsibility to judge the appropriateness of these travel activities to their

physical capabilities. At times, the vendors with whom THE EVOLVED TRAVELER contracts may require a doctor's release to travel for travelers of a certain age with special disabilities.

19. Arbitration

You hereby agree that any dispute concerning, relating or referring to this Agreement, the brochure/flyer/website/invoice or any other literature concerning your trip, the trip itself, or any claim for damages due to injury or death which occurs during or in connection with the trip shall be resolved exclusively by binding arbitration according to the then-existing rules of the American Arbitration Association in an arbitration conducted in Los Angeles County, California, USA. Such proceedings will be governed by substantive California law. The dispute will be resolved by a single arbitrator who must be a lawyer admitted to practice in the courts of at least one state in the United States and have a minimum of fifteen (15) years of experience in civil litigation. The arbitrator so described will be selected by the American Arbitration Association. Each party to the dispute shall have the right on a single occasion to veto the designation of an arbitrator so selected. There will be judicial review of the arbitrator's decision if either side can show plain error in the application of law or be able to show an abuse of discretion with respect to factual findings. The parties waive the right to rely on any state law or statute which creates an exception to enforcement of the requirement that disputes be resolved pursuant to arbitration in the manner set forth herein.

20. Waiver Of Jury Trial

IN CONNECTION WITH ANY ACTION OR LEGAL PROCEEDING ARISING OUT, OF THIS AGREEMENT, THE PARTIES HEREBY SPECIFICALLY AND KNOWINGLY WAIVE ANY RIGHTS THAT EITHER PARTY MIGHT HAVE TO DEMAND A JURY TRIAL.

21. Express Waiver Of Any Right To Seek Consequential, Punitive Or Exemplary Damages

Regardless of the situation or circumstances giving rise to a claim, you waive any right to seek consequential, punitive, or exemplary damages against THE EVOLVED TRAVELER, its owners, officers, director, agents, contractors, subcontractors, and employees, for any reason whatsoever.

IN CONSIDERATION OF PARTICIPATING IN MY EVOLVED TRAVELER TRAVEL PACKAGE, MY SIGNATURE ON MY BOOKING FORM INDICATES THAT I HAVE, ON THE DATE SHOWN, READ AND UNDERSTOOD THIS DOCUMENT AND I ACKNOWLEDGE THAT IT AFFECTS MY LEGAL RIGHTS AND AGREE TO BE BOUND BY ITS TERMS. MY SIGNATURE ALSO SIGNIFIES MY INTENTION TO RELIEVE AND INDEMNIFY THE EVOLVED TRAVELER, ITS OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, AND SUBCONTRACTORS FROM ANY LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH WHICH I MIGHT SUFFER DURING MY PARTICIPATION IN THE SCHEDULED VACATION PACKAGE.

22. Exclusive Governing Law And Exclusive Jurisdiction

THIS AGREEMENT AND ANY ACTIONS AND PROCEEDINGS BROUGHT HEREUNDER SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES. IF

THE RIGHT TO SEEK ARBITRATION IS FOR ANY REASON WAIVED BY BOTH PARTIES, OR IF JUDICIAL REVIEW OF ANY ARBITRATION DECISION IS SOUGHT, ANY ACTION OR LEGAL PROCEEDING TO ENFORCE ANY PROVISION HEREOF, OR BASED ON ANY RIGHT ARISING OUT OF, THIS AGREEMENT SHALL BE BROUGHT EXCLUSIVELY IN THE COURTS OF THE STATE OF CALIFORNIA, OR, IF IT HAS OR CAN ACQUIRE JURISDICTION, IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF CALIFORNIA, AND ALL OF THE PARTIES HERETO HEREBY CONSENT TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS AND OF THE APPROPRIATE APPELLATE COURTS IN ANY SUCH ACTION OR LEGAL PROCEEDING AND WAIVE ANY OBJECTION TO VENUE OR JURISDICTION IN CONNECTION THEREWITH.

23. Third Party Performance

THE EVOLVED TRAVELER shall make best efforts to produce successful Services for Client, but THE EVOLVED TRAVELER makes no representations, guarantees, or warranties as to the effectiveness or performance of the Services delivered. Client shall indemnify and hold THE EVOLVED TRAVELER harmless from any and all claims, liabilities, costs, losses, damages, or expenses (including attorney fees) arising from any third-party service provider's wrongful or negligent acts or omissions. In the event of any changes by third-party service provider that materially affect the delivery or performance of THE EVOLVED TRAVELER's Services contemplated by this Agreement, THE EVOLVED TRAVELER shall provide notice to Client and make every effort to work with the Client to find an acceptable alternative to the third-party service provider or find a replacement service at the same or similar cost. If such a situation should occur and a suitable alternative or replacement is not found, responsibility and liability of THE EVOLVED TRAVELER is limited to the return of payments received for the specific portion of the Services affected. The Client agrees to not unreasonably withhold approval of an alternative.

24. Satisfaction

The obligation of Client to make payment to THE EVOLVED TRAVELER according to the terms of this Agreement is not conditioned on Client's satisfaction with the proceeds of any Services under this Agreement. Client understands and expressly agrees that delivery of the Services under this Agreement shall obligate Client to make payment and payment shall not be withheld due to subjective dissatisfaction.

25. Non-Assignment

Client may not sell, assign, or transfer any of its rights or obligations hereunder, and any attempt to sell, assign, or transfer such rights or obligations without THE EVOLVED TRAVELER'S prior written approval will be null and void. All terms and conditions in this Agreement will be binding upon and inure to the benefit of the parties hereto and their respective permitted transferees, successors, and assigns.

26. Severability

The invalidity or unenforceability of any part of this Agreement, or the invalidity of its application to a specific situation or circumstance, shall not affect the validity of the remainder of this Agreement, or its application to other situations or circumstances. Any provision of this Agreement held invalid or

unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

27. Waiver

Any failure by either party at any time, or from time to time, to enforce or to require the strict keeping and performance of any of the terms or conditions of this Agreement shall not constitute a waiver of any such terms or conditions and shall not affect or impair such terms and conditions in /any way or the right of such party at any time to avail itself of such remedies as it has for the breach or breaches of such terms and conditions.

28. Entire Agreement

Except as otherwise expressly provided to the contrary, the rights herein granted, and this Agreement are for the benefit of the parties hereto. The terms and conditions of this Agreement shall be exclusive of any advertising, marketing, or other sales literature or activities of THE EVOLVED TRAVELER, and nothing contained in any of such materials shall be construed to create any rights as a result of or in connection with this Agreement.

[I, THE CLIENT, HAVE READ THE ABOVE MENTIONED PROVISIONS, WARNINGS, ACKNOWLEDGEMENT OF RISKS & RESPONSIBILITY, AND RELEASE OF LIABILITY AND AGREE WITH ALL TERMS OF THIS AGREEMENT.](#)