

TERMS AND CONDITION

Please read the following carefully. It sets forth the obligations and limitations of liability of Arafat Travel ("Arafat Travel") with respect to the services Arafat Travel will provide on behalf of you and/or your group or family (hereinafter collectively known as the "Client"). Arafat Travel hereby agrees to arrange for a tour of the designated area (the "Tour") and to provide travel arrangements for the Client relating to the Tour, including airlines, hotels, buses and any other services necessary for the Client to travel on the Tour.

Under no circumstance shall Arafat Travel be liable for injury, damage, loss, accident, delay or irregularity which may be occasioned by any party other than Arafat Travel or not acting under Arafat Travel's direction and control, either by reason of defect, through the acts or defaults of any company or person engaged in conveying the Client or in carrying out the arrangements of the tour. Arafat Travel shall have no liability for acts of God, weather delays, fire, breakdown of machinery or equipment, government actions or other authorities, wars, whether declared or not, hostilities, civil disturbances, strikes, riots, theft, pilferage, epidemics, quarantines, medical or customs regulations or from any loss or damage resulting from improper passports, visas or other documents. Arafat Travel shall have no liability to any Client who elects to make independent travel arrangements separate and apart from those arranged by Arafat Travel for the Tour, nor shall Arafat Travel be liable for any damages resulting from a Client missing a portion of the Tour, changes in schedules of the Tour or any other factor outside of the control of Arafat Travel, and shall not be liable or responsible for any inconvenience, loss, damage or injury arising in connections with such services. It is the obligation of the Client to follow all instructions, including, but not limited to, all check-in and check-out

times, departure times (including any changes to the Tour schedule due to delays) and procedures, including the procedures of all carriers providing transportation to the Tour. Arafat Travel shall incur no expense or have any liability for the failure of the Client to comply with their obligations and Arafat Travel shall not make any payment or refund for any Client who misses any portion of the Tour as the result of the Client's wrongful acts. Arafat Travel will not provide upgrades or changes to the Tour not selected and paid for prior to departure and no refund will be issued for any services provided on the Tour not utilized by the Client. It is understood and acknowledged that accommodation classifications and ratings are derived from local custom and practice and may be unrelated to international travel standards, and Arafat Travel shall have no liability for any perceived failure of the provider of accommodations to meet any particular standard. It is further understood and agreed that all hotel reservations are subject to availability and that if the designated hotel is unavailable, a hotel of similar quality shall be selected, and Arafat Travel shall have no liability for damages resulting from any such change in accommodations. All cancellations must be in writing. Cancellations from registration date till 90 days prior to departure will be subject to \$1000/ person, from 85-40 day prior to departure will be \$1,500.00/ person. Any cancellation received less than 45 days from departure date is non-refundable. Notwithstanding the foregoing, all payments made with respect to the Umrah programs, including, but not limited to, air fare, transfers, accommodations and service charges, are non-refundable. Any mistake or error in Tour documents issued by or through Arafat Travel must be immediately reported to Arafat Travel.

Arafat Travel is not responsible for resulting damages/ cancellations if the Saudi Embassy is unable to give visa or not able to provide Visas on time. We will however gladly try our best to reschedule ticket/ hotel booking for an

additional charge or try to get refunds from the Hotel/Airline/ or from the caterers.

The failure to give Arafat Travel a reasonable opportunity to correct any mistake prior to the commencement of the Tour shall be deemed a waiver of the right to any damages or reimbursement resulting from any such error and the Client will be obligated to pay any additional expense resulting from such error. While Arafat Travel is a private company and not associated with any US or foreign government offices or embassies, Arafat Travel agrees to follow the rules and regulations of the Saudi Embassy, Ministry of Hajj in Saudi Arabia and the Kingdom of Saudi Arabia. It is understood and agreed that Arafat Travel does not assume any responsibility for handling your passports and other documents. You hereby agree to indemnify and hold Arafat Travel harmless against any cause of action, lawsuit, or other liability that arises from the delivery of your documents to or by any overnight mail delivery carrier, including, but not limited to, FEDEX, DHL, UPS and USPS couriers. Any issues relating to the delivery of packages/passport are to be addressed with these respective agencies. The enforcement of any of the terms and conditions shall be governed by and construed and interpreted in accordance with the laws of the State of Illinois and the Client hereby consents and agrees to personal jurisdiction in the Courts of the State of New York, and further agrees that the Courts of the State of Illinois shall have exclusive jurisdiction of any action or proceeding to enforce any of the terms or conditions herein. It is specifically agreed that in the event any litigation arises to enforce the terms and conditions, both parties waive the right to trial by jury and the prevailing party in any litigation between the parties shall be entitled to recover as part of the judgment all expenses, including reasonable attorney's fees and costs of Court. It is also agreed upon, that No refund shall be issued after Saudi Visa has been printed. All refunds

before Saudi Visa is printed is subject to airline, administrative and hotel costs. The foregoing has been read and fully understood, agreed and consented to