



**Terms and Conditions of Shanghai Spring International Travel Service USA Inc
Effective January 1, 2008**

Shanghai Spring International Travel Service USA Inc. (here in after "Spring Tour") is a corporation duly incorporated and existing and in good standing under the laws of **the State of California and State of Utah**. Spring Tour has its principal place of business at:

Los Angeles office: 18558 Gale Ave #262 Season's Place City of Industry CA91748

Wechatravel.com is the brand under Shanghai Spring International Travel Service USA Inc with its branch office located in Salt Lake City Utah.

Salt Lake City office: 2825 East Cottonwood Parkway #500 Cottonwood Heights Salt Lake City UT84121

Reservations, Fares & Payments:

Currency: All tour fares are payable in U.S. dollars.

Deposit:

A non refundable \$300.00 (USD) deposit per person is required at the time of booking. If reservations are made less than **45 days** before departure, full payment must be made at the time of booking.

Final Payment: The balance of tour payment is due 45 days prior to departure, otherwise Spring Tour reserves the right to adjust the price of the tour fare according to the booking status and the group air ticket availability and it is also subject to cancellation and the deposit will be forfeited

Payments received 1-10 days overdue will assess a \$50 late fee per invoice, not per person. Bounced checks will assess a \$20 fee per check. Installment payments will incur a \$15 fee per payment.

If you decide to switch payment types after a deposit has been made, there is no additional fee, but requests must be submitted in writing to our office. Depending on whether you're switching from check to credit card or vice versa, your invoice will be adjusted the difference if you qualify or no longer qualify for the cash discount rate.

If your final payment has already been charged to your credit card, the transaction cannot be reversed. Therefore, switching payment types is not allowed at that time.

Tour fares are subject to change without prior notice which is beyond the control of Spring Tour.

Cancellation & cancellation fee:

Written Notice: Cancellation requests must be submitted to Spring Tour (or Wechatravel.com) or its agents in writing by mail or fax at the following address:

For E-mail address, please inquire sales person of Spring Tour and Wechatravel.com

Office in Los Angeles: 18558 Gale Ave #262 Season's Place City of Industry CA91748

Fax: 626-363-0889

Office in Salt Lake City: 2825 East Cottonwood Parkway #500 Salt Lake City UT84121

Fax: 801-990-3111

Cancellation fee:

- 1). Cancellation requests received 60 days prior to the departure will forfeit the \$150 USD per passenger deposit.
- 2). Cancellation requests received from 59 days to 45 days prior to the group departure, full \$300 USD deposit will be forfeited.
- 3). Cancellation requests received from 44 days to 10 days before departure will forfeit 50% of the total tour price.
- 4). Cancellation requests received from 9 days to 4 days before departure will forfeit 75% of the total tour price.
- 5). Cancellation requests received within 3 days before departure (including "no shows") will forfeit 100% of the total tour price.
No refunds will be given in such cases.
- 6). No refunds will be made for the fee of the visa which has been processed and issued. The cancellation to the issued group air ticket will follow the regulation of the airline and any incurred costs or fee from the cancellation of the flight will be applied to the customer who cancelled the tour and Spring Tour will not be responsible for any loss.
- 7). If your cancellation affects the price of your roommate, such as forcing them to pay a single supplement, we will deduct this amount from your refund prior to your own cancellation fee. If you have not yet paid in full for your tour, you are responsible to send in the difference to cover your roommate's single supplement.
- 8) If any guest is not able to continue the trip based on any reason other than Spring Tour's or Wechatravel's fault, including but not limited to illness or other health issue of the guest, personal emergent affairs, etc, Spring Tour will not refund any amount paid, even if there is no actual cost occurs.

Tour Schedule Departure Date Change or the Tour is cancelled:

If the departure groups from Spring Tour or Wechatravel.com have less than 6 people booking, Spring Tour or Wechatravel.com reserves the right to change the departure date or cancel the tour due to less booking. Spring Tour or Wechatravel.com will inform the people who booked the tour 30 day prior to the departure date and the payment received will be refunded back except the fee of the visa which has been processed and issued.

If any guests miss the flight or other transportation arranged by Spring Tour, the guests are responsible to reach the destination, on her own costs. Spring Tour has the duty to arrange the new transportation.

Special Fares:

1. Single Supplement: Single travelers requesting private accommodations will pay the single-room supplement as specified in the applicable Tour brochure and contract.
2. Children Sharing a Bed: Children aged 2 to 11 years sharing a bed with parents in a double room may travel for 75% of the standard double-occupancy rate.
3. Triple Occupancy: Subject to availability, a third adult or child aged over 11 years requiring an additional bed in a shared room may travel at the standard double-occupancy rate.

Pre or Post Tour Stays:

Pre and post-tour stays may be available and there will be additional costs incurred for the request of pre or post tour stay. If we apply for the group air tickets, the customer must be with the group, otherwise the individual air tickets will be bought based on the request of the customer, the airfare including round way international and China domestic with tax included will be different than the group air fare. Please contact Spring Tour or Wechatravel.com directly at 801-990-3186 (Salt Lake City office) or 626-571-5800 (Los Angeles office) to inquire.

Cost of Tour Includes:

International airfare from the US gateway city to the tour starting point, local air (as listed in the schedule except the air ticket booked by yourself or the tour listed without air ticket included) bus and ship transportation, hotel accommodations, meals, sightseeing and admissions explicitly specified in the itinerary, and a professional English speaking tour guide. US gateways is Los Angeles for China tours or other cities as listed in the confirmed tour schedule to you. The local host travel agencies and tour guides reserve the right to make alterations or adjustments to the itinerary due to weather conditions, time constraints, safety concerns, political situations or natural disasters.

Cost of the Tour does not include:

Gratuity tips, airfare and airport fuel and taxes not listed in the confirmed tour schedule, China and Europe visa/Travel permit application fees, meals not listed in the itinerary, and personal expenses such as phone bill, laundry, optional tours, postage, excess baggage charges, entertainment outside of the itinerary, etc. Spring Tour reserves the right to adjust the total tour price to reflect changes in airport taxes and fuel surcharges according to airline policies and government regulations.

Passports and Visas:

Every tour participant must hold a passport and it must be valid at least 12 months beyond the last date of travel outside the United States and any required visas. (Visa is required for all China tours.) Spring Tour or Wechatravel.com is not responsible for denial of entry by any immigration office or customs house for any reason, even if the tour participant holds a valid passport with proper visas. Foreign officials and reporters are prohibited from participating in China Tibet tours.

For visa and Tibet Travel Permit, please contact with Spring Tour or Wechatravel.com.

Traveler's Health:

Fitness to Travel: Every tour participant is responsible for his/her own health condition and must decide whether he/she is sufficiently fit to travel. Spring Tour or Wechatravel.com recommends that travelers with physical disabilities or other health conditions obtain approval from their physician before booking. Travelers are also responsible to ensure that their immunizations are current and appropriate for the tour destinations. Spring Tour or Wechatravel.com undertakes no legal responsibility for participants' health problems.

High Altitude Travel: The high altitude and people's reaction to it is one of the difficulties to travel to Tibet, Jiuzhaigou, Yunnan Province, Qinghai Province and Pamir Plateau along the Silk Road tour in China. According to the health sector and medical experts' suggestion, if you are going to travel to the higher altitude place in China mentioned above, you'd better take a medical examination. People who suffer from high blood pressure, heart disease or chest problems should seek medical advice before going to Tibet, Jiuzhaigou, Yunnan Province, Qinghai Province and Pamir Plateau along the Silk Road tour in China.

An altitude over 9840ft is usually defined as high altitude, and most places in Tibet, Jiuzhaigou, Yunnan Province, Qinghai Province and Pamir Plateau along the Silk Road tour in China are higher than this level, especially the north and west area of Tibet.

Smoking: Smoking is not allowed in any tour coach or in non-smoking areas encountered during the tour.

Travel Protection:

Spring Tour and WeChatravel.com recommends that you purchase a Travelex travel protection plan to help protect you and your travel investment against the unexpected. Plans include coverage for Trip Cancellation, Trip Interruption, Emergency Medical and Emergency Evacuation/Repatriation, Trip Delay, Baggage Delay and more.

For more information on the recommended plans or to enroll, visit www.travelexinsurance.com or contact Travelex Insurance Services at 800-228-9792 and reference location number 05-1120.

For a summary of plan details on benefits, coverages, limitations and exclusions, please refer to the applicable Description of Coverage. Travel Insurance is underwritten by Transamerica Casualty Insurance Company, Columbus, Ohio; NAIC #10952. Travelex CA Agency License #0D10209. 1308294

Baggage:

Baggage will be on the motor coach with travelers throughout the tour, so each traveler may bring no more than two pieces of luggage. Note that airline carry-on bags such as roller bags and small suitcases will NOT fit in the overhead bins or under the seats of the motor coach, so all bags must be stowed in the luggage compartment. Due to space limitations, additional bags could not be accommodated. Baggage allowance differs for the transpacific and the China domestic sections of your China Tour. Baggage allowance for transpacific flight is two pieces of checked baggage per person. Total dimensions (Length + Width + Height) of the two pieces must not exceed 107 inches (273cm); maximum dimensions of single piece shall not exceed 62 inches (158cm). Maximum weight per piece is 44 lbs. Each passenger may carry one piece of hand luggage, the combined dimensions of which shall not exceed 45 inches (115cm). China domestic flights have stringent luggage restrictions allowing one piece of checked baggage that must not exceed 44 lbs per person, plus a carry-on bag not to exceed 11 lbs. The carry-on must fit in the overhead bin or under the seat. Baggage in excess of allowances will incur excess baggage charges payable on site by the passenger. If any delay or other loss occurs due to traveler's negligence of the arrangement of his/her baggage, the traveler shall be liable for any damages thereof.

Lost/damaged Baggage

Spring Tour (Wechatravel.com) will not be responsible for loss or damage to your luggage and personal belongings. You must report any loss or damage immediately at the time of the incident and obtain a written report from the local authority for submission to your insurance provider. If your luggage is lost or damaged by the airlines, a baggage claim form must be filled with the carrier before leaving the airport, and you should keep a copy of the claim form for record.

Baggage Lock

Your checked baggage must be locked during transportation while in China. This is a Chinese regulation. No specification on type of locks as long as there is one.

Due to increased security measures in U.S. airports, if you wish to lock your baggage, you MUST use a TSA recognized lock, which allows TSA screeners open and re-lock your bags for security screening. Ordinary locks are cut if physical inspection is required.

Please visit: <http://www.tsa.gov/travelers/airtravel/assistant/locks.shtm>

International Travel

Although most travel, including travel to international destinations is completed without incident, travel to certain destinations may involve greater risks than others. Spring Tour urges you to review and evaluate travel prohibitions, warning, announcements, and advisories issued by the government and the aviation administration before booking travel to international destinations. Information on conditions in various countries and the level of risk associated with travel to particular international destinations can be found at public sites, such as: www.state.gov , www.tsa.gov , www.dot.gov , www.faa.gov , www.cdc.gov , www.treas.gov/ofac , and www.customs.gov , which provides country specific information, information of rules, warnings, visa requirements, etc.

By offering for safe travel to particular international destinations, Spring Tour does not represent or warrant that travel to such point is advisable or without risk. Spring Tour does not accept liability for damages, losses, or delays that may result from improper documents for entry, exit, length of stay, or from travel to such destinations.

Travel Services Terms and Conditions

Reservations, bookings, and purchases

You agree to abide by the terms and conditions of purchase imposed by Spring Tour and Wechatravel.com or any supplier in whom they elect to deal with. A supplier that is an air carrier is required to make available to the public the terms of its contract of carriage, and Spring Tour or Wechatravel.com will make available the fare rules for all air carrier tickets before purchase.

The circumvention of an air carrier's rules, including practices such as back-to-back ticketing (purchasing two or more tickets with overlapping travel dates in order to circumvent minimum stay requirements) and hidden-city ticketing (purchasing tickets including segments which the purchaser does not intend to use in order to circumvent an air carrier's pricing structure), is prohibited by many air carriers. The use of prohibited ticketing practices may result in the air carrier taking actions including the cancellation of the ticket, denied boarding, revocation of frequent flier miles and other benefits, additional charges to the purchaser's credit card, additional charges collected at the airport, or future invoicing.

You are responsible for ensuring that your purchases abide by the terms and conditions of purchase imposed by any supplier with whom you elect to deal, including terms and conditions of purchase set forth in an air carrier's fare rules or contract of carriage.

Neither Spring Tour nor the FAA, nor any provider of air traffic data makes any promises or guarantees as to the accuracy, completeness, or adequacy of any delay or other air traffic management information on this site, and Spring Tour and the FAA expressly disclaims liability for any errors and omissions.

Force Majeure:

Spring Tour or Wechatravel.com and its agents are not responsible for any loss or damages due to delay or changes of schedule caused by weather, political situation, natural disaster, epidemics, war, criminal activities or any other cause beyond its control. All such

losses or expenses have to be borne and paid for by the group members jointly. If the rest of the tour schedule is cancelled due to such cause, unused charges for meals, accommodations, entrance fees and the like could be refunded at the company's sole discretion. Spring Tour and Wechatravel.com reserve the right to alter or adjust the itinerary as deemed necessary to safeguard the welfare and best interests of the tour participants.

Responsibility:

Spring Tour and Wechatravel.com are responsible for the implementation of the tour arrangements detailed in the brochure or website of Spring Tour and Wechatravel.com, including transportation, sightseeing, accommodations and service from local suppliers. Tour arrangements will not be altered except as required to ensure the safety of the group. Should any group participant deviate from the itinerary, he or she will bear any additional charges or other consequences of such deviation.

Spring Tour and Wechatravel.com endeavor to follow the itinerary precisely, however, if it becomes necessary for the means of transportation or any other services to be changed, or for the tour to be prolonged through circumstances beyond the control of the Chinese handling travel agencies, the passenger is held responsible for all additional tour costs, which must be paid immediately.

In order to guarantee the best interests of the group and enable travelers to enjoy their trip, the local tour guide of Spring Tour and Wechatravel.com reserve the right to accept or reject persons desiring to join the group during the tour, and to expel any participant whose behavior may harm others or detract materially from their tour experience. Spring Tour and Wechatravel.com accept no responsibility for an expelled participant's conduct after expulsion.

Spring Tour and Wechatravel.com act only as a tour operator and an agent of China tour companies as well as other suppliers. The suppliers providing transportation, conveyance or accommodations are independent contractors and are not agents or employees of Spring Tour and Wechatravel.com. All tickets, coupons and receipts issued by Spring Tour and Wechatravel.com and all arrangement for transportation, conveyance or for hotel accommodations are made by Spring Tour and Wechatravel.com as agent of the suppliers. By utilizing the service of the suppliers, you agree that neither Spring Tour and Wechatravel.com nor any subsidiary or affiliate of Spring Tour and Wechatravel.com shall be liable of any injury, damage, loss, accidental delay incurred by you or those traveling with you in connection with any accommodations, transportation or other services resulting directly or indirectly from any acts or defaults of the suppliers or from any occurrence or condition beyond the control of Spring Tour and Wechatravel.com including defects in vehicles or breakdown in equipment. Nor shall Spring Tour and Wechatravel.com be liable for any injury, damage, accident, delays or changes in flights, itineraries, schedules, steamers or other services, strikes, weather, quarantine, theft, sickness or other causes.

The carriers, hotels, bus companies and other suppliers are responsible for the safety and security of tour participants in their respective facilities, and for resolving any issues arising out of their respective policies and regulations. In case of an accident or other emergency, the traveler must submit loss or damage claims in the city where the mishap took place within 24 hours.

Resolution of conflicts

Only the court located in the principal place of business of Spring Tour and Wechatravel.com have the jurisdiction on any issues raised from the transaction between the travelers and Spring Tour including Wechatravel.com.

Written documents

You may preserve these Terms in written form by printing them for your records, and you waive any other requirement that these Terms be evidenced by a written document.

Electronic Notification

To the extent that Spring Tour may need to contact you, you agree that we may do so via any electronic means, included but not limited to communication posted on the Site, electronic mail, or instant messaging.

Contact Information:

If you have any questions or concerns about these Terms or if you need further assistance with respect to access to or use of the Site or the services offered by Spring Tour and Wechatravel.com, you may contact our Customer Service department as indicated below. Spring Tour and Wechatravel.com will attempt to respond to your questions or concerns promptly after we receive them.

E-mail: travel@spring-tour.com

Mailing address: Customer Service of Spring Tour

Office in Los Angeles: 18558 Gale Ave #262 Season's Place City of Industry CA91748

Telephone: (626) 571-5800 or (626) 363-0888 Fax: (626) 571-5200 or (626)363-0889

Office in Salt Lake City: 2825 East Cottonwood Parkway #500 Salt Lake City UT84121

Telephone: (801) 990-3186 Fax: (801) 990-3111

Please read and understand these terms and conditions before you confirm your reservation. Your reservation represents your acceptance of these terms.