
WHILE AWAY VENTURES & EXPERIENCES, LLC

Traveler Terms & Conditions

These Traveler Terms & Conditions and Liability Waiver (the "Agreement") govern the relationship between While Away Ventures & Experiences, LLC ("WAVE," "we," "us," or "our"), a Connecticut limited liability company, and each individual who participates in any travel experience arranged by us ("you," "traveler," or "participant"). By submitting a deposit or payment or otherwise registering for a trip, you acknowledge that you have read, understand, and agree as follows. If you are booking on behalf of other travelers, each adult traveler (18 years or older) in your booking party must sign this Agreement.

1. Our Role — Travel Advisor and Agent, Not Supplier. WAVE acts solely as an independent travel advisor and booking agent. We are not the source or provider of any travel service and do not own, operate, manage, or control any travel operator airline, cruise line, hotel, ground operator, tour operator, restaurant, activity provider, transportation company, guide, or other supplier (collectively, "Suppliers"). All arrangements are made subject to the individual terms and conditions of each Supplier, including their own contracts of carriage, waivers, deposit, change, and cancellation policies. Those terms are incorporated by reference and may limit or exclude the Supplier's liability to you. If there is any inconsistency between this Agreement and the relevant terms and conditions, the relevant terms and conditions prevail. If you violate a Suppliers terms and conditions, your booking may be cancelled and you may be denied access to the applicable supplier's service. You may also lose any money paid for such booking, depending on such terms and conditions. WAVE is affiliated with FORA Travel or similar organization ("Host Agency"); accordingly, certain bookings may be processed through Host Agency and/or through destination management companies ("DMCs") selected by us. The Host Agency's and each DMC's own terms and conditions, including any limitations of liability, apply to services provided by them and are incorporated herein by reference.

2. Booking, Deposits & Payments. A deposit is required at the time of booking to confirm your place on a trip and will be stated on your specific trip proposal or invoice. Your reservation is not confirmed until we receive your signed Agreement and cleared deposit. Final payment is due by the date shown on your invoice. If final payment is not received by that date, we reserve the right to treat the booking as cancelled and applicable cancellation fees will apply. Prices are quoted per person and may be based on double occupancy; single travelers may incur a single supplement. For bespoke travel, we will charge you a non-refundable professional planning fee ("Deposit") in the amount of \$800.00, which will be applied as a credit to your invoice. You agree not to initiate any chargeback, dispute, or reversal of charges with your bank, credit card company, or payment provider to circumvent the cancellation, modification, or refund terms of this Agreement or any Supplier's terms, unless the services purchased were never provided or were grossly misrepresented. Before initiating any payment dispute, you must first notify WAVE in writing and provide a reasonable opportunity (not less than thirty (30) days) to investigate and resolve the issue. Initiating a chargeback in violation of this provision may result in collection action for the disputed amount plus any fees, costs, or penalties incurred by WAVE.

3. Cancellation & Refunds. Cancellations must be submitted to us in writing (email is acceptable) and are effective on the date we receive them. Because we and our Suppliers commit funds and reserve capacity well in advance, the following cancellation fees apply to the total trip cost, in addition to any non-refundable Supplier charges and our planning fees: **Cancellation by Traveler** More than 90 days before departure: Loss of Deposit only. 60–90 days before departure: 50% of total trip cost. Less than 60 days before departure: 100% of total trip cost (no refund). Your trip proposal or invoice may specify different cancellation terms for a particular trip, in which case those terms control. Certain Suppliers, promotional fares, and group components may be 100% non-refundable from the date of booking regardless of the schedule above. Any refund we are able to obtain from a Supplier will be passed to you only to the extent actually recovered by us, less any non-refundable fees. You must provide WAVE with a minimum of forty-eight (48) hours' advance written notice (email is acceptable) for WAVE to process any cancellation or modification request. **DISCLOSURE TO NEW YORK RESIDENTS:** Pursuant to New York General Business Law Article 10-A (§§ 157-158), you may cancel this transaction, without any penalty or obligation, within three business days from the receipt of this disclosure. To cancel this transaction, mail or deliver a signed and dated copy of cancellation indicating "I hereby cancel this transaction" to: WAVE Ventures & Experiences, LLC, 24 East Ave, PMB #262, New Canaan, CT 06840-5529, not later than midnight of the third day after receipt of this disclosure. **Cancellation by WAVE; Force Majeure.** We reserve the right to cancel or materially alter a trip at any time before departure if: (a) minimum enrollment is not achieved by the date specified in your trip proposal; (b) a Force Majeure Event (defined below) makes performance impracticable or unsafe; or (c) continued operation would, in our reasonable judgment, pose a material risk to the health or safety of participants. "Force Majeure Event" means any event beyond our

reasonable control, including but not limited to: acts of God; epidemic, pandemic, or public-health emergency; natural disaster; war, terrorism, civil unrest, or threat thereof; government travel advisories, restrictions, or border closures; airline or transportation failure; strikes or labor disputes; or any other event that renders travel to the destination impracticable or materially unsafe. If we cancel a trip under this Section, we will refund to you all payments actually recoverable from Suppliers, plus any unearned planning fees retained by us, within a reasonable time after such recovery. Many Suppliers charge non-refundable deposits and are not recoverable. We shall have no further liability to you for any such cancellation, including without limitation, any liability for consequential, incidental, or indirect damages such as non-refundable airfare purchased independently, lost vacation time, or additional travel expenses.

4. Changes by You or by Suppliers. Requested changes to a confirmed booking (dates, names, itinerary, occupancy) are subject to availability and to Supplier and administrative change fees. Suppliers may also change or cancel itineraries, schedules, accommodations, or activities for operational, safety, weather, or other reasons. WAVE is not responsible for such changes but will use reasonable efforts to notify you and arrange suitable alternatives. Any additional costs are your responsibility. To the extent WAVE incurs any fees, expenses, or penalties as a result of a modification or cancellation initiated by you, such costs shall be passed through to you and are payable upon demand.

5. Pricing, Taxes, Currency & Errors. Quoted prices are estimates until fully confirmed and paid, and may change due to Supplier price adjustments, fuel surcharges, taxes, fees, or currency fluctuations. Obvious errors or omissions in pricing do not bind us, and we reserve the right to correct them. You are responsible for all taxes, gratuities, port charges, resort fees, and incidentals unless expressly stated as included.

6. Travel Documents, Passports, Visas & Entry Requirements. You are solely responsible for ensuring you hold a valid passport (generally valid at least six months beyond your return), any required visas, permits, and any health or entry documentation required by your destination(s) and any transit countries. WAVE may offer general guidance but does not guarantee its accuracy and is not liable for denied boarding, entry, or any loss resulting from inadequate or improper documentation. Requirements should be verified with the relevant embassy, consulate, and official government sources.

7. Health, Fitness to Travel & Special Needs. You represent that you are medically and physically fit to participate in the trip and any activities you select. You are responsible for consulting your physician regarding vaccinations, medications, and the suitability of travel and activities for your condition. Please advise us of any disability, medical condition, dietary need, or mobility limitation at the time of booking so we can request — but cannot guarantee — appropriate accommodations from Suppliers. Some destinations and activities may not be accessible to all travelers.

8. Travel Insurance — Strongly Recommended. We strongly recommend that every traveler purchase comprehensive travel insurance at the time of booking, including coverage for trip cancellation and interruption, emergency medical care, emergency medical evacuation, baggage, and travel delay. Consider “cancel for any reason” coverage where available. Travel insurance can protect the substantial non-refundable costs described herein. **If you decline travel insurance, you do so at your own risk and accept full financial responsibility for any losses that insurance would have covered. Where you decline coverage, you agree to acknowledge that decision in writing.**

9. Assumption of Risk. You understand that travel — particularly international and group travel — involves inherent risks and dangers beyond our control. These include, without limitation, accident or illness in remote locations without access to medical facilities; the hazards of travel by aircraft, watercraft, automobile, and other means; forces of nature; political unrest, civil disturbance, terrorism, crime, and war; local laws and standards of safety, hygiene, and service that differ from those in the United States; and physical exertion for which you may not be prepared. You knowingly and voluntarily accept and assume all such risks, whether or not specifically listed here, arising from your participation in any trip arranged by WAVE.

10. RELEASE, WAIVER AND LIMITATION OF LIABILITY. Whether or not resulting from the negligence of a Released Party, Supplier, or services provided, you — on behalf of yourself, your heirs, family members, executors, administrators, and assigns — hereby release, waive, discharge, and hold harmless WAVE Ventures & Experiences, LLC and its members, managers, officers, employees, contractors, trip leaders, and agents (collectively, the “Released Parties”) from any and all claims, demands, liabilities, damages, losses, costs, or expenses (including attorneys’ fees) of any kind arising out of or relating to any injury, illness, death, delay, property damage, loss, theft, or inconvenience caused by or connected with any Supplier or third party, or with any act, omission, or event beyond our reasonable control. Without limiting the foregoing, the Released Parties shall have no liability to you for any loss, cost, or damage arising from the bankruptcy, insolvency, cessation of operations, or financial default

of any Supplier, including without limitation the loss of deposits, prepayments, or travel services. The purchase of travel insurance is strongly recommended to protect against such risks. This release does not apply to liability arising from WAVE's own gross negligence, willful misconduct, fraud, or any liability that cannot be waived under applicable law. To the fullest extent permitted by law, the total aggregate liability of the Released Parties to you for any claim arising out of or relating to this Agreement or any trip shall not exceed the total amount of professional service, planning, or booking fees actually paid by you to WAVE for the trip giving rise to the claim. In no event shall the Released Parties be liable for any indirect, incidental, special, consequential, punitive, or exemplary damages, including lost enjoyment, lost profits, or emotional distress, even if advised of the possibility of such damages.

11. Indemnification. You agree to indemnify, defend, and hold harmless the Released Parties from and against any claims, liabilities, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or related to your own acts or omissions, your violation of this Agreement or any Supplier's terms, your violation of any law, or any damage or injury you cause to persons or property during a trip.

12. Group Travel & Trip Leaders. For group trips, minimum participation numbers may be required to operate the trip at the quoted price; if a minimum is not met, we may adjust the price or cancel the trip with a refund limited to recoverable amounts. Group leaders, hosts, or volunteers assisting a trip act in a limited coordinating capacity and do not assume liability for the group. You are responsible for keeping pace with the group and following reasonable instructions; travelers who separate from the group do so at their own risk.

13. Traveler Conduct & Removal. You agree to conduct yourself respectfully and lawfully, to comply with the laws and customs of each destination, and to follow reasonable safety instructions. We and our Suppliers reserve the right to remove any participant whose conduct is unlawful, unsafe, disruptive, or incompatible with the health, safety, or enjoyment of the group, without refund and with any resulting costs borne by that participant.

14. Photography & Media Release. You grant WAVE a non-exclusive, royalty-free, perpetual, worldwide right to use photographs, video, and testimonials taken during a trip in which you may appear for marketing and promotional purposes, including on social media, the WAVE website, and in print or digital advertising. Such use shall not be defamatory or materially misrepresent you. You may opt out of this media release by notifying us in writing prior to the trip departure date, in which case we will use commercially reasonable efforts to exclude your likeness from future materials (but cannot guarantee removal from materials already published or distributed).

15. Privacy. We collect personal information necessary to arrange your travel (such as names, dates of birth, passport details, and payment information) and share it only with the Suppliers and processors needed to fulfill your booking. We take reasonable measures to protect your information and do not sell it. Some Suppliers and destinations are located outside the United States and may be subject to different data-protection standards. For more information, please see our Privacy Policy at www.whileawayventures.com/privacy.

16. Governing Law & Dispute Resolution. This Agreement is governed by the laws of the State of Connecticut, without regard to its conflict-of-laws principles. To the extent any provision herein is subject to mandatory consumer-protection statutes of your state of residence, such statutes shall apply to the minimum extent required, but the remainder of this Agreement shall continue to be governed by Connecticut law. **Mandatory Pre-Suit Mediation.** Before initiating any arbitration or legal proceeding, the aggrieved party shall provide written notice of the dispute to the other party and the parties shall attempt in good faith to resolve the dispute through informal negotiation within thirty (30) days of such notice. If the dispute is not resolved through negotiation, either party may submit the dispute to mediation administered by the American Arbitration Association ("AAA") under its Consumer Mediation Procedures, or by another mutually agreed-upon mediator, in Fairfield County, Connecticut. Each party shall bear its own mediation costs, and the mediator's fees shall be shared equally. Any claim or dispute must be submitted to mediation within one (1) year after the trip end date or the date on which the claim arose, whichever is later, or such claim is permanently barred to the fullest extent permitted by applicable law. **Binding Arbitration.** If mediation does not resolve the dispute within sixty (60) days after the mediator is appointed (or such longer period as the parties may agree), either party may submit the dispute to final and binding arbitration administered by the AAA under its Consumer Arbitration Rules. The arbitration shall be conducted by a single arbitrator in Fairfield County, Connecticut. The arbitrator shall apply Connecticut law (subject to the mandatory-law savings clause above). Judgment on the arbitration award may be entered in any court of competent jurisdiction. **BY AGREEING TO ARBITRATION, YOU ARE WAIVING YOUR RIGHT TO A JURY TRIAL AND TO PARTICIPATE IN A CLASS ACTION.** The arbitrator may award costs and reasonable attorneys' fees to the prevailing party. Notwithstanding the foregoing, either party may seek injunctive or other equitable relief in any court of competent jurisdiction to prevent irreparable harm pending the outcome of mediation or arbitration.

17. Severability & Entire Agreement If any provision herein is found unenforceable, the remaining provisions remain in full force, and the unenforceable provision shall be enforced to the maximum extent permitted by law. This Agreement, together with your trip invoice and each Supplier's terms, constitutes the entire agreement between you and WAVE and supersedes any prior understandings. No employee or agent may waive or modify these terms except in a writing signed by an authorized representative of WAVE.

18. Travel Advisories & Personal Concerns. Changes in government travel advisories, warnings, or recommendations shall not supersede the cancellation and refund terms of this Agreement or any Supplier's policies. Your personal concerns, anxiety, or discomfort regarding a destination, including concerns arising from media coverage or geopolitical events, do not entitle you to a refund, credit, or other compensation beyond what is otherwise provided under Section 3. You accept the risks associated with travel to the applicable destination(s). It is your responsibility to review and understand all travel advisories issued by the United States and the governments of your destination(s).

19. No Third-Party Beneficiaries. This Agreement is for the sole benefit of WAVE and the traveler and their respective successors and permitted assigns. Nothing herein, express or implied, is intended to or shall confer upon any person or entity other than the parties hereto any rights, benefits, or remedies of any nature whatsoever.

20. Notices. All notices, cancellation requests, and other written communications under this Agreement shall be sent to WAVE at: WAVE Ventures & Experiences, LLC, 24 East Ave, PMB #262, New Canaan, CT 06840-5529, Email: Melinda@whileawayventures.com. Notices to you will be sent to the email address or mailing address provided at the time of booking. Notice is effective upon confirmed receipt.

21. Acknowledgment & Signature. I have carefully read this Agreement, including the assumption of risk, release of liability, credit card dispute waiver, waiver of my right to a jury trial, class-action waiver, and limitation of liability provisions. I understand that I am giving up substantial legal rights, including the right to sue certain parties and the right to a trial by jury. I am signing it freely and voluntarily, and I am at least 18 years of age (or signing as the parent/legal guardian of a minor participant).

Traveler Signature: _____

Printed Name: _____ **Date:** _____

Trip / Departure Date: _____

If signing for a minor:

Parent/Guardian Name: _____

Signature: _____