

## TERMS AND CONDITIONS

These Terms and Conditions (“Terms”) between Mountains to Waves Travel, LLC (“Agency”) and you (including all Travelers on the same booking) (“you,” “your,” “yourself” or “Traveler”) becomes effective upon your: (1) electronic or written signature; or (2) payment authorization until terminated in writing by you or Agency. These Terms are subject to change at any time, without prior written notice. The effective version of these Terms is located at <https://www.mountaintowavestravel.com>.

### DEFINITIONS

“Agency” means Mountains to Waves Travel, LLC.

“Booking Services” means travel reservation and booking services for Travel Services, which Agency provides to you under these Terms.

“Lead Traveler” means you, acting on behalf of all Travelers on the same booking under these Terms.

“Supplier” means any party who provides Travel Services to any Traveler.

“Terms” means these Terms and Conditions.

“Traveler” means you and all Travelers on the same booking under these Terms.

“Travel Services” means travel products and services provided to you by Suppliers, including hotel accommodations, air transportation, cruises, car rentals, tours, activities, and similar products and services involving any type of leisure, business, or other travel under these Terms.

### CONTRACT

The Terms and Conditions including all brochures, documentation, receipts, confirmations, tickets issued, correspondence, and the terms and conditions of the suppliers form the basis of the contract with you. Before making a booking with the Agency you must ensure that you have read and understood these Terms and Conditions. If you do not understand any part of these Terms, please contact Agency to request clarification. Please be aware that these Terms and Conditions contain waivers of liability and venue selection and notice clauses.

If you are making a booking as a group, you as the Lead Traveler represent all Travelers of the group and are responsible for sharing these Terms and Conditions with all members of the group and are financially responsible for the booking. We will not be liable for a lead traveler’s failure to share these Terms and Conditions with all travelers in their group.

You represent and warrant that (a) you are of sufficient age to use our services and website and can create binding legal obligations in connection with your use, (b) you are legally authorized to act on behalf of those you represent and accept these terms and conditions on their behalf, and (c) the information supplied by you, or members of your group is true and correct.

By your signature or payment authorization, you agree to these Terms, including without limitation all cancellation policies, on behalf of yourself and each Traveler on the same booking with you. By your signature or payment authorization, you confirm to Agency that you have shared these Terms with all Travelers and each Traveler has agreed to these Terms. You are responsible for booking, confirming, and paying for all reservations sufficiently prior to travel dates to ensure availability, avoid late-booking fees, and avoid fare increases. You are responsible for understanding these Terms.

### VIOLATIONS BY YOU.

You agree that any violation of any such terms and conditions may result in (a) the cancellation of your reservation or purchase, (b) your forfeiture of any monies paid for your reservation or purchase, and (c) your being denied access to the applicable travel related product or service. If any such violation results in fees or penalties to Agency, you agree to cover all such actual costs.

### AGENCY

Agency is a travel agent who provides Booking Services to you. Agency reserves the right at any time to correct errors or omissions regarding pricing or any other matters regarding your travel booking.

## SUPPLIERS

Suppliers are independent companies who provide Travel Services to you. Suppliers operate under their own terms, conditions and management. Your travel documentation identifies each Supplier responsible for providing your Travel Services. By paying for Travel Services, you consent to the use of those Suppliers and are responsible for understanding and complying with terms imposed by any Supplier with which you elect to deal, including without limitation payment of all amounts when due and compliance with Supplier's rules and restrictions regarding availability and use of Travel Services. Suppliers are not employees, agents, representatives, or affiliates of Agency. Agency is not responsible for any Supplier's breach of contract, failure to comply with any laws, or willful or negligent acts, errors, or omissions, which may result in delays, inconvenience, costs, loss, damage, injury, or death to Travelers or Travelers' companions. All Supplier promotions, incentives, and offers are subject to Supplier availability, which may change at any time without notice.

## RATES AND INCLUSIONS

Quoted rates are based on the precise inclusions Agency provides to you in writing. Unless specifically itemized on your travel documentation, rates do not include other Travelers' costs, fees, or taxes related to Airports, ports, stations, security, agriculture, customs, immigration, visas, passports, or any other government-imposed fees or taxes, without limitation; or Meals, beverages, alcohol, minibars, entertainment, seat assignments, upgrades, excursions, hospitality, gratuities, copies, telecommunications, energy, laundry, cleaning, bedding, parking, valet, insurance, taxis, transfers, portage, departures, travel segments, health, medical tests or treatment, vaccinations, pharmaceuticals, supplements, or any other charges of a personal nature, without limitation.

## PERSONAL INFORMATION

You consent to Agency and Supplier use of your personal information. You understand that, as part of booking any Travel Services, certain personal information may be conveyed to third parties to accommodate your travel. Such information includes birth dates, passport numbers, travel dates, occupation, frequent flyer information, bank accounts, credit cards, and other information needed to secure travel arrangements. Agency has no liability regarding the distribution of your information to any Supplier or any Supplier's failure to protect your personal information. You authorize Agency to keep your personal information for as long as needed to provide Booking Services and for a reasonable period thereafter for Agency's legal or business purposes.

## RESERVATIONS AND PAYMENTS

You authorize Agency to charge your credit card, debit card, or other means of payment for all charges associated with your travel booking. All Supplier prices are subject to change and Agency has no responsibility for Supplier price changes. A purchase of Travel Services is not complete until all deposits and other amounts due have been paid and processed and you receive a written booking confirmation. If you do not make payments by their due date, Suppliers may cancel your booking in whole or part, which may result in deposits or previous payments becoming non-refundable. You are responsible for Supplier price increases, fees, or penalties incurred as a result of your late payment. Agency has no responsibility for such price increases, fees, or penalties. Agency reserves the right to cancel your booking if Agency does not receive full payment for Booking Services or Travel Services.

## CHANGES AND CANCELLATIONS

You agree to comply with the terms and conditions of Suppliers regarding your Travel Services, and changes thereto, and you agree to pay any applicable change or cancellation fees. If you change or cancel a reservation or booking, you may be subject to Agency fees and/or Supplier fees, charges or penalties. No refunds will apply to any cancelled, unused, or partially used Travel Service.

## NO SHOWS

Failure to travel or show up for any reservation or booking is considered a "no show". No show penalties will equal amounts up to the entire cost of travel, subject to terms and conditions of Supplier and Agency policies.

## REFUNDS, CHARGEBACKS AND ADJUSTMENTS

You will deliver to Agency in writing any claim for refund or adjustment with full details and proof of payment documentation. You may not be entitled to a refund if you change or cancel your travel plans after: (1) a confirmation of the booking; or (2) payment for a booking. Refunds are subject to Supplier terms and conditions. You waive any right to a chargeback in case of cancellation (except for fraud). If you attempt a chargeback, reverse charge, or recollection of a payment already made without Agency's authorization, Agency reserves the right to charge you

additional costs, fees, and expenses associated with such chargeback, reverse charge, or recollection, including without limitation attorney's fees and legal costs.

#### ACCOMMODATIONS

Hotel accommodation is subject to availability. Some hotels require non-refundable and non-transferable deposits, subject to Supplier terms and conditions. Amenities are not guaranteed at all properties and may not be operational or available during your stay. Reimbursement for lack of amenities is solely the responsibility of the hotel.

#### AIR TRAVEL

Most airlines consider a name-change to be a cancellation. You are responsible for excess baggage fees. Travelers are responsible to confirm airline baggage allowances for all flights. International flights may have different requirements than domestic flights. Tickets of any kind are payable in full at the time of booking. Airline tickets, once purchased, may be non-refundable and non-exchangeable, subject to Supplier terms and conditions. Agency is not responsible for any loss, injury, accident, error, or omission that may occur, including without limitation schedule changes, additional expenses, delays, and cancellations due to weather conditions, equipment failure or repair, or other matters beyond Agency's control. You agree to comply with safety guidelines of all airlines and hold Agency harmless from any liability due to airline restrictions. Airline pre-arranged seat assignments, baggage, carry-ons, meals, drinks, and other services may be subject to additional fees. Agency cannot guarantee seats in specific locations or next to each other. Seat assignments are based on availability at the time seats are being selected and paid for. Airlines retain the right to change aircraft and seat assignments at any time. Agency is not responsible for any changes made by airlines or any additional charges imposed by airlines for any changes to seat assignments after selection and payment.

#### TRAVEL INSURANCE

Agency strongly recommends that each Traveler purchases comprehensive travel insurance. If you decline to purchase travel insurance you assume all personal risk and financial loss if you cancel your travel or incur costs or losses during the course of travel. You hold Agency harmless for your election not to purchase travel insurance and for any denial of any claim by any insurer for any reason.

#### TRAVELER CONDUCT

You are responsible for any damage or loss caused by any Traveler acts, errors, or omissions. You are responsible for full payment for any such damage or loss directly to Supplier or provider of any Travel Services or goods or services relating thereto. You indemnify Agency for all amounts of any claim made against Agency, including without limitation attorney's fees and other legal costs, relating to Traveler acts, errors, or omissions. Agency is not responsible for any costs relating to Traveler conduct, Traveler removal from any Travel Services, in whole or part, based on Traveler's negligence, willful misconduct, or otherwise. You agree not to hold Agency accountable for any claims arising from Traveler acts, errors, or omissions.

#### DISABILITIES AND SPECIAL NEEDS

If you have disabilities or special needs that may require non-emergency special services, additional support, or disability accommodations, please advise Agency in advance of booking. If you are unable to use your own wheelchairs, mobility devices, or other medical equipment or devices, rentals may be available, potentially subject to additional charges and Suppliers may have size restrictions for wheelchairs they can accommodate. If you travel with a service animal or emotional support animal, Suppliers may require advance arrangements and documentation regarding the animal's health, training, and related factors. Travel destinations may have different laws, rules, regulations, standards, and accommodations for persons with disabilities or special needs and may have limited means to accommodate your disability or special needs. Agency is not responsible for the failure of Suppliers to meet Traveler needs and expectations.

#### FOOD ALLERGIES

If you have food allergies or any similar conditions that may cause you harm during your travel, please advise Agency in advance of booking. Traveler has sole responsibility for his or her food allergies and for performing all due diligence relating to such food allergies prior to, during and following travel. You will not pursue credit card "charge backs" relating to food allergies.

## RISK ACTIVITY

If you engage in any activity that may involve any risk of harm to any person's health or well-being, damage to property, or costs relating to such activity (collectively, "Risk Activity"), you are solely responsible for your decision to engage in, and your involvement with, any Risk Activity. You assume all risks and costs relating to, and for all causes of action arising from, Risk Activity. You will not pursue any cause of action against Agency relating to any Risk Activity and release Agency from all liabilities, causes of action, and claims relating to any Risk Activity.

## TRAVELER IDENTIFICATION AND PROOF OF CITIZENSHIP

The Transportation Security Administration (TSA) requires all airline passengers to provide Secure Flight Passenger Data; Full name as it appears on government-issued identification; Date of birth Gender; and Redress number (if available). The name of Travelers on all reservations and travel documents must match the name as it appears on that Traveler's government-issued identification. Traveler is responsible for any fees and expenses that may be incurred due to an incorrect name or the denial of travel resulting from incorrect or non-matching information. All U.S. citizens traveling to or from any international destination must have a valid passport, which must be valid for at least six months beyond Traveler's date of return. Travelers are responsible to confirm and obtain in advance travel documentation required by any Supplier. Travelers are responsible to confirm and comply with up-to-date entry and exit requirements of any jurisdiction relating to Travel Services. Minor Travelers (age 17 and under) traveling without an adult, with a single parent, or with a non-parent adult may be required to have additional documentation, as required by domestic or international airline Suppliers. Agency is not responsible or liable for your failure to hold visas or documentation or to determine the validity of your passport or any other travel document to enter or exit any country. No refunds will be issued for any costs or losses incurred as a result of Traveler's failure to obtain or provide travel documentation required by any Supplier.

## ENTRY REFUSAL

Countries may restrict entry for persons with criminal records. You are responsible for understanding all destination entry laws and for knowing if you or anyone in your party has a criminal record. Agency does not inquire into Traveler criminal records in the interests of privacy. Refusal of entry will not be a justification for cancellation of Travel Services, chargeback, or refund.

## PANDEMICS, EPIDEMICS, TRAVEL ADVISORIES AND FORCE MAJEURE

You are solely responsible for being aware of any restrictions related to pandemics, epidemics, and other travel advisories. You warrant that you have reviewed and understand all U.S. Center for Disease Control (CDC) and U.S. Department of State travel advisories, notices, warnings, restrictions, and rules, including those regarding pandemics, epidemics, COVID-19, and other health threats. Travelers agree to refer to current CDC guidelines, country-specific guidelines, and Supplier requirements regarding health and medical testing and documentation requirements. Neither Agency nor Suppliers are responsible for Traveler testing or documentation. You understand the inherent risks of choosing to travel. You accept the risks and hold Agency harmless against any travel restrictions, death, illness, cancellations by Suppliers, financial loss, quarantining rules, or measures put in place at airports or destinations you travel through. You hold Agency harmless for any financial penalties or fees imposed by Suppliers for cancellations or postponements relating to COVID-19, pandemics, epidemics, natural disasters, accidents, or disturbances, force majeure or any similar events. You agree not to pursue any credit card charge-back, reimbursement, or legal action against Agency regarding such penalties or fees.

## RESTRICTED PRODUCTS AND MATERIALS

You are responsible for knowledge, comprehension, and compliance with applicable laws in each jurisdiction in which you travel regarding restricted products and other materials, including without limitation laws regarding the possession or use of animals and animal products; plants, fruits, vegetables; soil; cultural artifacts; alcohol; firearms and ammunition; knives and cutting instruments; weapons; explosives; and any other restricted or illegal products or materials. You are responsible for knowledge, comprehension, and compliance with applicable laws in each jurisdiction in which you travel regarding Illegal drugs, substances, and paraphernalia, including prescription or over-the-counter products that may be restricted in some jurisdictions but unrestricted in others ("Drugs"). Local laws may require you to carry medical prescriptions from a qualified physician. Any possession or use of Drugs may result in immediate termination of Travel Services, as well as prosecution by agents or officers of any government authority.

## HAZARDOUS MATERIALS

All air passengers are prohibited by federal law from bringing hazardous materials aboard aircraft in their luggage or on their person. Examples include without limitation explosives, compressed gases, flammable fluids and solids, oxidizers, poisons, corrosives, radioactive materials, paints, lighter fluid, fireworks, tear gases, oxygen bottles, lithium batteries, and radiopharmaceuticals. Special exceptions apply for small quantities (up to 70 ounces total) of medical and toilet articles carried in your luggage and certain smoking materials on your person. Some foreign airports require airlines to treat passenger cabins with insecticides prior to or during flights. You are responsible for understanding and complying with all requirements regarding hazardous materials and insecticides.

## LIMITATIONS OF LIABILITY

Agency acts as an agent of suppliers and has no control over supplier activities, traveler activities, the activities of any third party. Traveler agrees, therefore, that agency has no liability for any direct, indirect, incidental, consequential, special, punitive, or special damages, whether based on contract, tort, strict liability, or otherwise, including without limitation any liability for property damage, personal harm, physical injury, or death relating to any act, error, or omission of any supplier or its owners, employees, contractors, agents, or representatives, negligent or otherwise, regarding travel services, delivery or failure to deliver travel services in whole or part, cancellations, bankruptcy or cessation of operations, or any other matters relating to travel services; or any act, error, or omission of traveler, negligent or otherwise any act, error, or omission of any third party, negligent or otherwise. Traveler exonerates agency from all liability as set out above. If, despite such exoneration, traveler is awarded damages against agency in law or equity, such damages will be limited to the total amount of commissions or fees received by agency for providing booking services under these terms. Agency's sole obligations and liabilities are as stated in these terms. All other representations and warranties—express or implied, by statute, law, or otherwise—are excluded.

## ARBITRATION

In case of a dispute between you and Agency relating to or arising out of these Terms, the parties will first attempt to resolve the dispute personally and in good faith. If personal resolution attempts fail after 60 days following written notice of dispute, the parties will submit the dispute to binding arbitration. The arbitration will be conducted as follows: State of Minnesota, County of Sherburne. The arbitration will be conducted by a single arbitrator. Such arbitrator will have no authority to add parties, vary the provisions of these Terms, award punitive damages, or certify a class. The arbitrator shall be bound by applicable and governing federal law as well as the law of the State of Minnesota, County of Sherburne. Each party will pay its own legal costs and fees.

## GENERAL

Amendments. These Terms may be amended only in writing by Agency.

Waiver. No forbearance or delay in enforcing these Terms will prejudice or restrict any rights of you or Agency. No waiver of a right will operate as a waiver of any subsequent right. No right is exclusive of any other right, and each right is cumulative.

Severability. If any part of these Terms is found unenforceable, that part will be enforced to the fullest extent permitted by law and the remainder of these Terms will remain fully in force.

Relationship of Parties. These Terms do not create an agent relationship, legal-entity partnership, joint venture, or employment relationship between you and Agency. You have no authority to bind Agency or incur any obligation on Agency's behalf.

Notices. Notices under these Terms will be in writing and deemed given when sent receipt confirmed to the receiving party's email or other address provided for purposes of notice.

Counterparts. These Terms may be signed or accepted electronically in more than one counterpart; each will be an original. Counterparts together constitute a single instrument.

Governing Law. These Terms are governed exclusively by the laws of Minnesota without regard to conflict-of-law provisions.

Entire Agreement. These Terms, together with the Travel Services Agreement, are the entire agreement between Traveler and Agency and supersede all prior agreements, written or oral, between the parties regarding its subject matter.

Mountains to Waves Travel, LLC is an independent agency authorized to operate under Travel Quest Network.