

## **KARUE TRAVELS LLC TERMS AND CONDITIONS: 2022 SMALL GROUP TRIPS**

Last updated: January 1, 2022

These Karue Travels (in short referenced in this document as “Karue” or “Karue Travels”) Terms and Conditions apply to Karue’s Small Group Hosted Trips hosted between January 1, 2022 and January 1, 2023.

### **KARUE TRAVELS**

Throughout this document, you’ll see references to “Karue Travels” (or “Karue” or “Karue Travels LLC”) which is the trip hosting company most related to serving mother-daughter luxury groups. This specialty does not limit or prohibit Karue Travels from extending the invitation to other clientele.

### **INCLUDED IN TRIPS**

All accommodations, meals and guided sightseeing (including entrance fees / parking fees) as noted in the itinerary; services of Karue’s Trip Hosts; nonalcoholic beverages at included meals; local wine and beer at all designated lunches and dinners, and tastings; local taxes and select gratuities.

### **NOT INCLUDED IN TRIPS**

Karue Travels does not provide the following for its hosted trips: airfares; costs associated with obtaining passports or entry visas; any border or toll road costs; any airfare and/or airport costs; baggage charges; meals other than those specified in the itinerary; room service; beverages other than those noted in the itinerary; additional excursions not included in the group itinerary; any personal expenses (laundry, phone charges, Wi-Fi, shopping, etc.).

### **TRIPS**

Trip will occur if and only if the minimum number of guests noted in the event registration are registered by the cutoff date also noted on the event registration. Trips will operate except only in cases of force majeure. In the event that this occurs, Karue Travels LLC will work with its partners and guests to either postpone or cancel the trip.

### **CHILD AND MINOR POLICY**

The minimum age is 10 years old unless noted on the itinerary and all children under age 18 must be accompanied by an adult. Lodging requires that any guests below the age of 18 share a room with an adult whom which the guest chooses to be a trusted guardian. Some excursions with alcohol tastings require guest to be the legal age of 21 to enter the premises. Other excursions with alcohol present may allow guest under the legal age of 21 to enter the premises while still prohibiting their services. A valid identify is required in these situations.

Documentation for parents and/or guardians traveling with children under the age of 18 in the United States and Canada are recommended to carry documentation that proves their relationship to the child. We recommend you keep copies of these documents on your person at all times. Travel consent letters are also recommended.

If any guests is traveling with a minor (a person who is under the age of 18 in the United States and Canada) and they are not related, it is recommended that you provide a letter of consent documenting the adult’s permission to travel with the child. It is the guest’s sole responsibility to check with local, state, and national governments to procure the correct documents. Karue shall not be held responsible for securing these documents, and shall not be held responsible for a guest’s neglect in acquiring these documents. If there are any situations in which the adult and/or the traveling minor are faced with legal matters related to this documentation and/or denied entrance into a country, venue, or anything of the like, Karue shall hold not responsibility. Guest’s compliance with these rules are their sole responsibility.

Karue Travels does not provide financial assistance in requesting these documentations and it is solely the responsibility of the guest(s) to secure this paperwork.

### **ACTIVITY LEVELS AND PARTICIPATORY EXPECTATIONS**

Companies providing activities and/or excursions on trips may require a minimum age or minimum/maximum height and/or weight to participate. Karue aims to make its trips inclusive to all activity levels but cannot guarantee all activities will be suitable for every fitness level. Karue uses the Karue Traveler's Questionnaire to gather this information from guests. Each guest's answers in the Questionnaire should reflect an honest representation of his or her fitness level. If the guest has any physical condition or concern that would hinder their full participation on the trip, they must note this in the Questionnaire.

Karue reserves the right to deny a guest's participation if Karue deems it a hazard to himself/herself and/or any other guest. Karue will make reasonable efforts to cater to these individuals but is in no way required or legally responsible to alter the itinerary and/or trip to accommodate said individual. Karue Travels reserves the right to deny any guest's participation if Karue in its sole discretion has a concern that the health and safety of the guest and/or any additional guest(s) is compromised. In addition but not limited to, Karue holds all rights to dismiss and remove any guest from the trip, at any time, due to failure to meet physical condition requirements. This removal is at the expense of the guest.

### **LODGING CHECK-IN**

Karue Travels books their lodging reservations with the anticipation of checking in during the afternoon of the first day upon arrival. If you desire a guaranteed room for immediate check-in you must make this request known to Karue no later than 4 weeks prior to trip arrival. Subject to availability.

### **ROOM UPGRADES AND/OR SPECIAL REQUESTS**

Karue uses their Karue Traveler's Questionnaire that each guest completes when registering for a trip to decide on room bookings. Room upgrade may be available upon request. This request must be made known to Karue no later than 4 weeks prior to trip arrival. All rooms will be booked as non-smoking. Rooms will be booked based on the preferences the guest submits through their Karue Traveler's Questionnaire.

All special requests must be made known to Karue no later than 4 weeks prior to trip arrival. These requests can be made directly through Karue Travel's website, email, and/or Karue Traveler's Questionnaire.

### **PASSPORTS AND VISAS AND ANY OTHER TRAVEL DOCUMENT**

Each guest is required to obtain the necessary valid travel documents for their intended trip. Costs associated with acquiring these documents are not reimbursed by Karue. Each guest should check with their local, state, and national governmental requirements before traveling. It is the guest's sole responsibility to obtain and have available when necessary the appropriate valid travel documents. If you are traveling international, a valid passport is required by U.S. and Canadian travelers. Guest of other countries not in the U.S. or Canada should contact the appropriate consular office for entry requirements pertaining to their trip. Karue is not liable if guest(s) are refused entrance into a country, declined boarding on plane, train, or bus, and/or if guest does not have sufficient funds to pay the required fees. Karue is not liable for any refunds or compensation related to any issues with passports, visas, or any other travel documentation. If Karue incurs any cost related to a guest's travel documentation, Karue has the right to obtain proper compensation equal to and/or with inconvenience charges included. Karue Travels is not liable for any missed activities, transportations, or any other itinerary excursion should any participant be denied entrance into a country, state, city, or province due to their own noncompliance.

## **ITINERARIES CHANGES AND ACTIVITY PROVISION**

Karue Travels reserves the right to modify trip itineraries before and after final documents are dispersed. Executive decisions will be made by Karue to alter the itinerary in the event that it serves a greater purpose for safety, wellbeing, and/or availability for the entire group.

## **FLIGHTS AND AIRPORT TRANSPORTATION**

Airfare is not included in trip pricing. In select locations Karue's lodging partner may have airport shuttles. Shuttle pricing is not included in the trip price.

Karue Travels LLC is not liable for any airfare, airport, and/or airline related issues. Karue is not liable for guests missed, delayed, or cancelled flights. Trips will continue with or without the arrival of guest(s).

## **BAGGAGE AND ALL PERSONAL BELONGINGS**

Karue Travels is not responsible for any lost, stolen, damaged, and/or misplaced baggage.

Details on what items are allowed in venues such as museums, restaurants, and/or excursions will be shared with the guest in the final itinerary and will be verbally communicated on-site.

Baggage and personal effects are at the owner's risk throughout the entire trip, and Karue is not liable for anything related to baggage.

## **TRIP PRICES**

Quoted trip prices are per person. Prices may be modified due to unexpected changes occurred after being published. Karue is not obligated to give a detailed breakdown of the costs associated with any and all trips. If any trip is condensed by Karue, the group, the guest, and/or local partners, will not lower the price of the originally stated price.

## **TRAVEL AND TRAVELERS INSURANCE**

Travel insurance is not included in the price of the trip and is recommended. Please consult your insurance provider for more information. Karue Travels is not held responsible for coverages beyond what is mentioned in this document.

## **COVID-19 ACKNOWLEDGEMENT AND AGREEMENT**

Each guest is required to submit their fitness level and COVID-19 local, state, and national compliance guidelines through the Karue Travel Questionnaire. Karue Travels LLC staff reserves the right to host any guest who does not complete this agreement. Karue Travels LLC staff and its partners expect its guests to comply to these regulations for the health and safety of all its guests. Guests are expected to follow guidelines suggested by the government, the venues and/or restaurants, Karue staff, and any other figure enforcing rules under the authority of their own property or region.

Guest may not travel if they test positive for COVID-19 during the 14 days prior to trip arrival; standard cancellation terms will apply but may be waived. This determination will be on a case-by-case basis.

Guest must maintain adequate physical distancing and frequently wash or sanitize hands during their trip. Masks are required in vehicles, indoor spaces, any outdoor spaces where physical distancing is not possible and in accordance with local regulations. Noncompliance with these measures will result in not being able to continue on the trip. Guest voluntarily assumes all risks and related expenses in the event that they or any member of their travelling party require testing, quarantine or become infected with COVID-19 during and post-trip.

Guests are required to inform Karue Travels LLC if they test positive for COVID-19 within 14 days upon returning from their trip. Failure to disclose this information to Karue Travels LLC may result in Karue fines, Karue travel probation, and/or legal charges.

### **FORCE MAJEURE POLICY**

Force majeure is an unforeseeable circumstance that prevents someone from fulfilling a contract. In this case, in the event of force majeure, Karue and all its partners and suppliers, is exempt from fulfilling any and all contracts relative to the guest's experience before, during, and after, indefinitely. Examples that classify as force majeure include but are in no way limited to war, rumors and threats of war, plagues, pandemics, civil and social unrest, violence, terrorist activity and threats thereof, natural disasters, fire, flood, any weather conditions, sickness, volcanic eruptions, power outages, winter storms, transportation issues and disruptions, transportation accidents and road blocks, legislation hindering travel of Karue's standard, and any other occurrence out of Karue's and its partners control.

Force majeure is unexpected and unpredictable, but not impossible. Karue and its partners do not expect these issues and will do its best to keep their guests best interest in mind.

In the event of a cancellation as a result of the circumstances aforementioned and assumed, Karue may in its own discretion:

- (i) offer the guest(s) alternative travel arrangements, or
- (ii) Karue travel credits will be awarded to the guest in an equal or less value than what Karue is able to recover from the damages incurred as a result of force majeure.

Karue Travels cannot assume responsibility for any other travel related costs included but not limited to air, insurance, visas and other travel arrangements, in the event of a force majeure.

Karue Travels and its partners aims to keep its guests safe and healthy and will keep the health and safety of the group its number one priority in all events.

### **CLAIMS AND REFUNDS**

Karue will not accept any liability for any claims and will not provide refunds except as may be specifically allowed herein. Karue Travels reserves the right to reimburse and/or refund any persons they choose in any event chose otherwise stated herein.

### **PHOTOGRAPHY AND VIDEOGRAPHY DURING TRAVEL**

Karue Travels reserves the right to take photographs and video of guests during the trip. These photos and videos can be use as many times as Karue chooses for publication on website, advertisements, emails, social media, and any other marketing initiative. This content gives Karue the right to a person's image, name, voice, and statements both verbal and written. When a guest books a trip with Karue, this agreement is assumed and is also are required to accept this agreement stated herein on the Karue Travel Questionnaire. Karue is the owner of the photographs and video and agree to allow their image to be used in such photographs and videos, which may thereafter, be used by Karue Travels LLC.

If a guest(s) does not want to be photographed or videoed, he or she must inform Karue Travels by both (1) noting in their Karue Travel Questionnaire and (2) informing the Karue Travel Host. If guest chooses to change their photographer and video agreement post trip, they must email Karue no later than 20 days after the final day of the trip.

All guests are required to acknowledge this agreement even if they decide to not have their photo or video taken. Minors traveling with Karue are required to have a legal guardian's consent for photo and video use.

Karue is not to be held liable for any additional company using our guests photos. Guests are under the photograph and video policy of all activities during the trip. This agreement includes but is not limited to lodging, restaurants and any other dining experience, transportation, and any other excursion in which guest's photo may be taken and used for the partner's use. This is assumed through the agreement of Karue Travel Questionnaire and any third party waivers related to photo and video release.

### **LIMITS ON KARUE TRAVELS'S RESPONSIBILITY**

Karue Travels LLC does not own or operate any of the goods or services beyond trip planning and hosting services, with the exception of a limited number of vehicles owned and operated by Karue.

Lodging, transportation services, food and drink, and any excursion or activity or service is purchased from independent suppliers and is under the rules and regulations that they administer to their consumers. By participating in the trips services through Karue assumes that each guest is required to abide by the supplier's terms and condition, in addition to Karue's Terms and Conditions. Karue reserves the right to choose these suppliers. Karue Travels is not liable for any act adversely committed by a third party supplier and/or partner toward a Karue guest.

In addition and without limitation, the Karue Travels Parties are not responsible for any injury, financial or physical loss, death, inconvenience, delay or damage to personal property in connection with the provision of any goods or services whether resulting from but not limited to acts of God or force majeure, illness, disease, acts of war, civil unrest, insurrection or revolt, animals, strikes or other labor activities, criminal or terrorist activities of any kind, overbooking or downgrading of services, food poisoning, mechanical or other failure of aircraft or other means of transportation or for failure of any transportation mechanism to arrive or depart on time.

By traveling with Karue, guests are assuming the risks associated with traveling. These types of risks include but are not limited to illness, fatigue, injury, death, or anything of the like.

If you decide to participate in any activities including, but not limited to, any excursions involving animals, riding on animals, scuba diving, surfing, snorkeling, boating, hot air ballooning, helicopter flights, ziplining, high altitude treks, spa activities, food and/or drink tastings, cooking classes, biking, kayaking, whitewater rafting, boat rides, winter activities such as snowboarding, skiing, tubing, and any other activity which Karue Travels considers to carry inherent risk of serious illness, injury or death ("Activities"), then you fully understand and acknowledge that Activities carry with them various inherent risks, including serious illness, injury or death and you take complete responsibility for your own health and safety and agree to assume all risks of injury, illness or death, whether foreseen or unforeseen, that may befall you as a result of participating in any Activities and agree to release the Karue Travels Parties from any liability whatsoever related thereto.

Further, you release the Karue Travels Parties whether known or unknown, from, and agree not to sue or make claim against the Karue Travels Parties for, property damage, cancellation of any Activities for any reason, illness, negligent rescue operations or procedures, personal injury, or death arising out of your participation in the Activities, and any activity related thereto, including transportation to and from the site of the Activities, regardless of whether such property damage, illness, personal injury, or death results from the negligence of the Karue Travels Parties and/or from any defect in equipment. You further agree to indemnify and hold the Karue Travels Parties harmless with respect to any claim made against the Karue Travels Parties by anyone else which (a) related to your participation in any trip or any Activities,

or (b) which would be subject to the above release and covenant not to sue if you had made the claim directly yourself. Upon receipt of notice of the assertion of a claim, the Karue Travels Parties reserve the right to approve, or withdraw approval of, counsel, in its sole discretion.

### **REGISTRATION AND PAYMENT SCHEDULE**

Any payments made to Karue Travels LLC constitutes your acceptance of the terms and conditions set herein and in any communication through means of the web, email, phone call, and standard SMS messaging from Karue.

Karue Travels LLC accepts all major credit cards. A non-refundable deposit of \$50 per person is required at time of booking. Final payment is due 40 days prior to trip arrival. If your reservation is made within 40 days of trip arrival, the entire cost of the trip must be paid at the time of the request in order to secure confirmation. Registration within 40 days of the first day of the trip does not guarantee matching lodging, activities, and any other reservation.

### **CANCELLATION POLICY**

Cancellations begin effectiveness when received by Karue either by phone or email. Cancellations received by Karue are subject to the following charges:

#### *CANCELLATION FEES PER PERSON*

- 101 days prior to trip arrival or more
  - \$200
- 100-81 days prior to trip arrival
  - 25% of trip price
- 60-21 days prior to trip arrival
  - 50% of trip price
- 20 or less days prior to trip arrival or less
  - 100% of the trip price

The cancellation costs aforementioned are not by the penalty of Karue's and does not represent a punishment by Karue Travels on its guest, but it is used to prevent further loss and damages made to its partners. These types of costs may be but are not limited to lodging cancellation costs, excursions cancellation costs, and any other penalty enforced by a 3<sup>rd</sup> party or partner of Karue for the given trip. Karue aims to build relationships and trust with local communities across the world; we respect our partners and do not wish to cancel at an inconvenience to them. These costs are used to cover any damage or inconvenience caused to Karue and/or its partners.

#### *Partial Room Cancellation:*

If a guest cancels, is substituted, or leaves a trip, and/or partial group departs, and a roommate remains, an additional supplement or change fee may apply to the remaining guest(s), the departing guest(s) and paid to Karue for any disobliged actions relative to the trip.

### **CANCELLATION CHARGES FOR ANY ADDITIONAL SERVICE(S)**

Additional lodging stays, and any other further services booked in connection with Karue Travels are subject to specific cancellation penalties charges by Karue and or its partners.

### **GOVERNMENTAL TRAVEL WARNINGS**

Each guest is responsible for their own awareness of the most current travel advisories, warnings, and any other travel information relative to their trip that it otherwise noted and expect in the Karue itinerary. Karue will take into any State, Local, National, or any other government agency warning against travelers

visiting a specific location. An executive decision will be made by Karue to protect its guests in the event that a Travel Warning is in effect.

If any guest chooses to travel while the Travel Warning is in effect, the guest and any additional party is under full and complete responsibility. By traveling in while a Travel Warning is in effect, the guest and any additional party assumes all risk of injury, death, illness, and/or damage that may arise as a result of their actions. Karue is in no way responsible or liable for the guests actions other than the recommendations and executive decisions made for the groups best interest by Karue and its partners.

#### **ARBITRATION AND LEGAL SETTLEMENT AGREEMENTS**

Any controversy or claim arising out of or relating to these Terms and Conditions, to the limits on Karue Travels Responsibility clause, to any Karue Travels marketing promotions, or to any information regarding any Karue Travels trips, services, suggestions, recommendations, product endorsements, or to any Karue Travels-related excursion and/or activity, shall be settled in the first instance by binding arbitration. Each party is responsible for covering their own costs related to settling the dispute. The winning party is entitled to full and complete recovery including all fees, costs, and any additional costs related to the case. Should further legal action be required, it is the responsibility of the individual party to move forward.

Disputes shall be arbitrated on an individual basis, with there being no right or authority for any disputes to be arbitrated on a class action basis or in a purported representative capacity on behalf of the general public, other travel suppliers or other entities similarly situated.

#### **NONDISCRIMINARY POLICY**

Karue Travels does not limit the sale of trips based on race, color, religion, sex, class, or national origin.

#### **TERMS AND CONDITIONS AMENDMENTS**

Karue Travels reserves the right to correct any errors or omissions in its published materials and to amend these Terms and Conditions at any time as the result of any material changes to legislation, regulation, Karue brand and its shareholders and/or partners. All amended Terms and Conditions shall automatically be effective upon being posted by Karue Travels to the website <https://www.karuetravels.com/>. Accordingly, guests should check the <https://www.karuetravels.com/> prior to travel in order to ensure they are aware of any changes.

#### **PRIVACY NOTICE**

See the Karue Travels Privacy Policy, which can be found at <https://www.karuetravels.com/>.

#### **TERMS OF USE, PRIVACY POLICY, DISCLAIMER**

Guests and site visitors are encouraged to read Karue Travels website's Terms of Use, Privacy Policy, and Disclaimer located on Karue's website or by following this link: <https://www.karuetravels.com/>