

## **Tours Terms & Conditions Agreement & Release Waiver**

Please read the following terms and conditions carefully. These terms and conditions together with our privacy policy and any other documentation we provide you form the basis of your contract with us (hereinafter The Agreement). This Agreement effects your legal rights. By booking a tour with us, you are accepting and consenting to The Agreement. If you do not agree to the Terms and Conditions, you must not make any booking with us.

The terms "we", "us", "our" and "CharlieTheTraveler" refer to CharlieTheTraveler Limited, which is headquartered in Hong Kong. The term "you" "I" "participant" or "customer" refers to the customer booking a reservation through us. Reference to "Suppliers" and "Service Providers" means all third parties who provide services to you including airlines unless otherwise specified.

Each tour member must read, understand and agree to the Agreement including these Terms and Conditions before making the purchase. If you are making travel reservations or bookings for another person, it is your responsibility to ensure that all individuals for whom you make a reservation or booking have read and agreed to these Terms and Conditions. You are responsible, including financial responsibility for any reservations or bookings you make on your behalf or on the behalf of any individuals under your direction or control. We will need a copy of each tour member's passport to confirm your purchase. You must be at least 18 years old to join this tour.

**BOOKING AND PRICE:** You must make payment for your arrangements in accordance with the instructions we give you. Payment in full is due at that time of booking. If we do not receive any payment due in full and on time according to our instructions, we reserve the right to treat your booking as cancelled by you in which case the cancellation charges set out below will become payable. We reserve the right to refuse a booking without giving any reason and shall in that event return any deposit received. Reservations are non-transferrable. Prices do go up as availability becomes scarcer. However, your price for the tour you have selected will be locked the moment we receive payment.

Our tour prices do not include international airfare. You will need to purchase it independently. You must find the right flight schedule and purchase the airfare before making the tour purchase with CharlieTheTraveler. Very importantly, do not purchase a non-refundable or even semi-flexible ticket. You never know if you will need to cancel the trip or, in the unlikely event, CharlieTheTraveler will need to. You agree to purchase flights that are fully refundable.

Although our price advertised is quoted rather than estimated, there are some exceptions. (1) The price quoted is based on 2 persons per room. If you wish to have your own room, we may be able to offer this at an additional fee, depending on availability. (2) Some of our customers like to upgrade to more extravagant hotels. We offer this service but of course, there are additional fees. (3) Some of our customers want very high-end restaurants. Like hotel upgrades, we offer this at an additional fee. For any of these needs, call us for details.

**CANCELLATION AND REFUND POLICY FOR THE TOUR (GUIDES, ENTRY FEES, LAND & GROUND TRANSPORTATION & ACTIVITIES):** Should you need to cancel your booking, return of your payment will be made in accordance with the table below.

- Excluding the nonrefundable fee credit card companies impose, you will receive a full refund if canceling at least 91 days in advance from the departure date.
- Cancelling between 90-60 days prior to departure entitles you to a 50 percent refund.
- Cancelling between 59-31 days prior to departure entitles you to a 25 percent refund.
- Canceling 30 days or less prior to departure is not eligible for a refund.

Cancellation requests must be made by email and become effective on the date received by CharlieTheTraveler.

**CANCELLATION AND REFUND POLICY FOR HOTELS & AIRFARE:** Hotels and airlines serve as third parties for CharlieTheTraveler's packaged tours. You hereby agree to the hotels' and airlines' terms and conditions. In some cases, no refunds are offered. CharlieTheTraveler has no control over hotels' and airlines' terms and conditions. We-and you-are simply bound by them.

**CANCELLATION OR RESCHEDULING BY TOUR GUIDE OR OTHER:** In the event the Tour Leader or other entity associated with the Tour Guide chooses to change the departure date, the standard cancellation charges remain effective for the original departure date. Cancellation of a tour without CharlieTheTraveler's consent is subject to standard cancellation charges.

**CANCELLATION BY CHARLIETHETRAVELER:** In the unlikely event CharlieTheTraveler needs to cancel the trip and is unable to reschedule, except in the case of a

force majeure as described below, we will give you a full refund for the tour within 14 business days of the cancellation. CharlieTheTraveler has no other obligations to tour members on cancelled trips. This includes-but is not limited to-any costs and/or fees related to travel insurance, airfare cancellation and travel arrangements you have made outside of this agreement.

**FORCE MAJEURE:** We cannot accept liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected, or you otherwise suffer any loss, injury, death, inconvenience or damage as a result of circumstances amounting to “force majeure”. “Force majeure” means any event or circumstances which we or the supplier of the services in question could not foresee or avoid. Such events and circumstances may include, acts of God, actual or threatened, war, insurrection, riots, strikes, civil action, decisions by governments or governing authority, technical or maintenance problems with transport, changes of schedules or operational decisions of air carriers, terrorist activity or the threat thereof, industrial action, natural or nuclear activity, epidemic, illness, physical injury, quarantine, medical or customs or immigration regulation, delay, or cancellation, adverse weather conditions, fire and all similar events outside our control.

**Pandemic/Epidemic:** You assume any and all risks associated with traveling during a pandemic and especially during an epidemic. You hereby agree to release CharlieTheTraveler and its suppliers from any issues which may arise from contracting a virus which is spreading locally, regionally or globally. Furthermore, you do not hold CharlieTheTraveler and its suppliers liable for workers and/or other customers not wearing a mask during a pandemic or an epidemic. It is solely your responsibility to wear an effective mask at all times.

**ITINERARIES ARE SUBJECT TO CHANGE:** We are very determined to follow the itinerary exactly as advertised to you. Nonetheless, the world is full of surprises and we need to be flexible enough to work with unforeseen and/or unavoidable circumstances. We reserve the right to make changes to the itinerary at our sole discretion. Uncompleted portions of the tour itinerary are not eligible for any refund. An example is-but is not limited to-heavy rains. Nevertheless, under such circumstances, we will try our best to provide alternative activities comparable in value.

**INTERNATIONAL TRAVEL/PASSPORTS AND VISAS:** International travel is not without risk. By offering reservations for travel in international destinations, CharlieTheTraveler makes no representation, warranty or guarantee that travel to such areas is advisable or without risk or danger. While we may advise you regarding travel to a destination, it is your responsibility to be aware of travel warnings and advisories that are in effect as announced by your government’s foreign policy and relations department. Should you choose to travel to a country that has been

issued a travel warning or advisory, CharlieTheTraveler will not be liable for damages of losses that result from travel to the destination.

You and any minors traveling with you must be in possession of a machine-readable passport valid for 6 months after their trip return date along with applicable visas. Some countries require that your passport have two to four blank visa/stamp pages. Some airlines will not allow you to board if this requirement is not met.

Any visa fee or related fees are not quoted in the tour price. You would need to make the purchase independently. All travelers, regardless of nationality, are responsible for ensuring they meet all foreign entry requirements, including any and all taxes/fee which may be imposed by local authorities. Please make sure any and all required travel documents are in order upon arrival. Please note that entry to any country may be refused even if the required information and travel documents are complete.

For up-to-date detailed information on travel documents and visas, entry/exit taxes and further information on entry and exit requirements please check with your local consular services. Obtaining and carrying these documents is your sole responsibility. CharlieTheTraveler bears no responsibility for such information and will not be responsible for advising and/or obtaining required travel documentation for you, or for any delays, damages and/or losses including missed portions of your vacation related to improper documentation or government decisions about entry.

Disinsection of aircraft is permitted under international law in order to protect public health, agriculture and the environment. A number of countries that we organize trips to choose to do this by spraying the aircraft cabin with an aerosolized insecticide while passengers are on board. Our clients have rarely had any issues with this process but we note that while the Report of the Informal Consultation on Aircraft Disinsection sponsored by the World Health Organization (November 6-10, 1995) concluded that aircraft disinsection, if performed appropriately, would not present a risk to human health, the report also noted that some individuals may experience transient discomfort following aircraft disinsection by aerosol application. If you have concerns about this process or wish to know more, please consult with your physician.

**YOUR HEALTH:** It is your responsibility to consult your physician for current recommendations on inoculations and other health precautions before you travel. It is also your responsibility to ensure you meet all health entry requirements and follow all medical guidance related to the trip. Our tours are very active. Any concerning health issues you may have need to be reported to us before making the tour booking. This includes food restrictions. We reserve the

right to cancel your reservation if we think this is in the best interest of your health. In the event illness strikes you while on a tour, unfortunately no refund will be offered. For this reason, you are required to obtain travel protection insurance. While physically active on a tour, drinking alcohol can be dangerous and is generally discouraged. Secondhand fumes also can be dangerous. Smoking while near the group is not permitted.

It is essential that you advise us before booking if you do have any disability or pre-existing medical condition which may affect your trip, or if you have any special requirements as a result of any disability or medical condition (including any which affect the booking process) so that we can assist you in considering the suitability of the arrangements and/or in making the booking. Full details must be confirmed in writing at the time of booking and whenever any change in the condition or disability occurs. We will make all reasonable efforts to accommodate requests but cannot be responsible if ADA accommodations are not available. Any accommodations provided will be at the sole expense of the guest requiring the accommodation. Please note that accommodations outside of the USA may not be in compliance with the Americans with Disabilities Act and may not have wheelchair accessibility.

The tour guides and tour leaders are, unfortunately, unable to offer additional assistance to passengers with limited mobility and all such assistance will need to be provided by whoever the passenger is traveling with. Participants with disabilities must notify us in writing no later than the time of booking of status and of the identity of their non-discounted, paid travel companion who will be responsible for providing all necessary assistance. We may request that you provide a letter from your doctor confirming your fitness to travel.

**YOUR RESPONSIBILITY AND CONDUCT:** Each participant is expected to act responsibly and adhere to all behavior guidelines established by CharlieTheTraveler and our local ground-handlers. CharlieTheTraveler and our local suppliers reserve the right to expel you from a tour, at any time. Reasons for such a decision include-but are not limited to-a threat to yourself and/or to others, heavy intoxication and blatantly disrespecting others. You hereby wave and release any rights you may have to make a claim against CharlieTheTraveler for expelling you. You also understand and agree that if someone asserts a claim, demand and/or cause of action against you, you are hereby waiving and releasing any right to seek compensation, indemnity and/or defense from CharlieTheTraveler.

When you book lodging through CharlieTheTraveler, you accept responsibility for any damage or loss caused by you. Full payment for any such damage or loss (reasonably estimated if not precisely known) must be paid direct at the time to the accommodation owner or manager or other supplier. You must indemnify CharlieTheTraveler for the full amount of any claim (also including legal costs) made against CharlieTheTraveler. CharlieTheTraveler is not responsible

for any costs incurred concerning a guest removed from the lodging establishment. You agree not to hold CharlieTheTraveler or any of its related entities liable for any actions taken under these terms and conditions.

When you book activities (examples include-but are not limited to-quad-riding, zip-lining, paragliding, snorkeling and cooking) through CharlieTheTraveler, you accept responsibility for any damage or loss caused by you. Full payment for any such damage or loss (reasonably estimated if not precisely known) must be paid direct at the time to the company owner or manager or other supplier. You must indemnify CharlieTheTraveler for the full amount of any claim (also including legal costs) made against CharlieTheTraveler. CharlieTheTraveler is not responsible for any costs incurred concerning a customer removed from a tour and/or activity. You agree not to hold CharlieTheTraveler or any of its related entities liable for any actions taken under these terms and conditions.

Other important notes:

- *Baggage and personal effects* are at all times the sole responsibility of the participant.
- *Tardiness*: Our tours are an exciting experience rather than a military drill. Nonetheless, if you are considerably late, then the group may need to leave without you. In this event, however, we would do our best to customize services just for you, such as by hiring a private vehicle at an additional cost.
- *Tipping*: Tipping is appreciated but is not required. This includes-but is not limited to-bellboys, waiters/servers and local tours guides.
- *Staying in contact*: You will need to have an activated phone with you while on the trip, in the event we accidentally lose each other.
- *Preparing you for departure*: Via email, we will provide you with all kinds of travel tips to help prepare you for this trip, including suggesting a list of what to bring.

**Travel Protection:** All participants are required to purchase travel insurance within 72 hours of booking any of our multiday tour packages. Failing to travel with full-coverage insurance could result in the loss of your travel cost and/or require more money to correct the situation. Without full-coverage travel insurance, there may be no way to recoup any losses, costs and/or expenses incurred. It is a requirement for all participants to secure full-coverage travel insurance. At a minimum, such insurance must cover pre-tour cancellations due to personal medical issues, medical expenses related to the tour, flight loss or delays, weather conditions which disrupt

touring, in-country political violence, evacuations while on the tour and 24/7 assistance while on the tour. You hereby agree not to seek any such compensation and/or reimbursement from CharlieTheTraveler. You also hereby agree to waive CharlieTheTraveler from being liable for any aforementioned circumstances.

CharlieTheTraveler is not an insurance broker and is not qualified to answer technical questions about the benefits, exclusions and conditions of travel insurance plans. If you have any questions about your travel protection, then please call your insurance broker. You hereby agree to waive and release any and all claims you could ever assert/bring against CharlieTheTraveler for losses, costs and/or expenses and instead agree to seek compensation from your travel insurance company and/or the on-ground service provider.

Certain countries and airlines have a requirement for foreign visitors to present valid medical insurance before or upon arrival. CharlieTheTraveler cannot be held responsible for denial of entry if a guest is unable to provide authorities proof of acceptable medical insurance or denial of entry for any other reason. No refunds are offered under such circumstances.

**ASSUMPTION OF RISK:** While CharlieTheTraveler does its best to prevent harm, it cannot in any way absolutely guarantee your safety. It is impossible to foresee everything that can possibly go wrong, especially situations that are unknown, unknowable, unanticipated and unforeseeable. Traveling, both abroad and even domestically, involves significant risks and hazards. Additional risks and dangers may arise including, but not limited to, hazards of travel by train, automobile, motor coach, aircraft, vessel and other means of conveyance, animal interactions, forces of nature, political unrest, other unrest, risks associated with water, food, plants, insects and differing animal regulation and acts of national and local governments and unrest and acts of others against governments. These risks are not an exhaustive list but are examples of many kinds of risks. You are voluntarily participating in these activities with the knowledge that there are significant dangers involved and you hereby agree to accept any and all risks. Regardless just how great or unlikely the risks may be, you hereby agree to assume any and all hazards involved traveling on this tour.

Injuries, illnesses, losses and general inconveniences can occur anywhere, at any time. In some of the destinations CharlieTheTraveler takes its tour members to, there is no ready assistance and/or medical care. CharlieTheTraveler does not provide any such assistance. If you have medical issues that put you at any risk in places we plan on visiting, then it is strongly recommended you prioritize your health over your travel ambitions and reconsider whether this trip is in your best interest.

By agreeing to this contract, you hereby agree to waive and release any and all claims you could ever assert/bring against CharlieTheTraveler, regardless whether they are or are not listed in this agreement. Only some examples of a 'claim' are-but are not limited to-water, food and road/transportation safety, property damage, personal injury, death, theft, strikes, protests, political instability, civil unrest, war, sabotage, outages, terrorism, actions by any law officials, emotional distress, outrage and natural disasters.

By agreeing to this contract, you also hereby agree to waive and release any and all disputes you could ever assert/bring against CharlieTheTraveler, regardless whether they are or are not listed in this agreement. Examples of a 'dispute' include-but are not limited to-food quality, customer service, hotel room satisfaction, suggested activities not included in the tour and not least, daily sightseeing activities.

**NON-RESPONSIBILITY:** CharlieTheTraveler is an agency that is unique in the sense that it customizes trips in a way that is intended to be motivating, fun and inspirational. CharlieTheTraveler and its employees, agents and representatives use third-party suppliers to arrange tours, transportation, sightseeing, lodging and all other services related to this tour. CharlieTheTraveler is an independent contractor and is not an employee, agent, or representative of any of these suppliers. CharlieTheTraveler does not own, manage, operate, supervise, or control any transportation, vehicle, airplane, hotel or restaurants, or any other entity that supplies services related to your tour. All suppliers are independent contractors and are not agents or employees or representatives of CharlieTheTraveler. You agree that neither CharlieTheTraveler, nor its employees, agents, or representatives are or may be liable for any loss, injury, or damage to you and/or your belongings, or otherwise, in connection with any service supplied or not supplied resulting directly or indirectly from any occurrence beyond the control of CharlieTheTraveler. In such instances, should you wish to take legal action, you hereby agree to do so with the third-party supplier and NOT in any fashion with CharlieTheTraveler.

CharlieTheTraveler assumes no responsibility or liability for any delay, change in schedule, loss, injury or damage or loss of any participant that may result from any act or omission on the part of others; and CharlieTheTraveler shall be relieved of any obligations under these terms and conditions in the event of any strike, labor dispute, act of God, or of government, fire, war, whether declared or not, terrorism, insurrection, riot, theft, pilferage, epidemic, illness, physical injury, quarantine, medical or customs or immigration regulation, delay, or cancellation. CharlieTheTraveler accepts no responsibility for lost or stolen items. CharlieTheTraveler reserves the right to refuse any participant or potential participant at its sole discretion. CharlieTheTraveler does not guarantee the quality, suitability, safety and/or ability of any third-party providers. You agree that the entire risk arising out of your use of third-party services and any service or goods requested in connection therewith, remains solely with you, to the maximum extent permitted under applicable law.



**PAYING FOR ADDED SERVICES WHILE TOURING:** It is strictly forbidden to directly pay CharlieTheTraveler's contractors for any services whatsoever. Examples include-but are not limited to-paying tour guides to show more attractions and paying for more day tours. Unless CharlieTheTraveler approves otherwise in writing, all requested add-on services must be paid through CharlieTheTraveler. CharlieTheTraveler assumes no responsibility or liability for any services paid from the customer directly to the contractor.

**ONLINE REVIEWS:** You have the freedom to share with the online community your experience with CharlieTheTraveler's services. You agree any review you post online is without bias. You agree to pay the maximum penalty permitted under applicable law should you (1) offer a good review in exchange of monetary compensation, (2) threaten to write a bad review unless you are compensated (extortion) and/or (3) post a review in which false claims can be unequivocally disproved. Furthermore, you agree not to write a negative review should you not immediately (meaning while on the tour) tell-in writing-a CharlieTheTraveler representative your concern(s). Examples include-but are not limited to-quality of transportation, quality of lodging, presentation of the tour guide and responsiveness of the concierge. You agree to give CharlieTheTraveler an opportunity to positively respond to any and all of your concerns while on the tour. Should you fail to inform-in writing-CharlieTheTraveler your concern(s) while on the tour, thus giving CharlieTheTraveler the opportunity to effectively address it/them, and instead you write a negative review during the tour or even worse, after the tour has finished, then you agree to pay the maximum penalty permitted under applicable law for slander and defamation of character.

You have the freedom to share with the online community your experience with CharlieTheTraveler's chosen restaurants. However, very rarely does CharlieTheTraveler choose the restaurant for you. On private tours, you are typically provided with information and it is you who ultimately chooses. On shared tours, CharlieTheTraveler has absolutely no control over the restaurants which are chosen. If you wish to write a review about a restaurant CharlieTheTraveler did not explicitly require you to eat at, you agree to never post that review on any of CharlieTheTraveler's accounts and you agree never to make mention of CharlieTheTraveler when expressing your dining experience. Should you post a negative review on any of CharlieTheTraveler's accounts and/or mention CharlieTheTraveler in a restaurant review for any reason other than CharlieTheTraveler requiring you to eat at that restaurant, then you agree to pay the maximum penalty permitted under applicable law for defamation of character.

**PHOTOGRAPHY & FILMING:** You hereby give CharlieTheTraveler permission to film and/or photograph you for any reason, including for marketing and promotional purposes. You

grant CharlieTheTraveler permission to do so and for it to use same for promotional or commercial use without payment of any compensation to participant. You also understand and agree that you cannot film and/or photograph any tour member and/or CharlieTheTraveler employee, agent and/or independent contractor without permission. Should a tour member film and/or photograph you without permission, you hereby agree to release any rights that you may have to make a claim against CharlieTheTraveler.

**CHOICE OF LAW:** This agreement is governed by the laws of Hong Kong. You hereby agree that the sole jurisdiction for any claims and/or disputes you may have with CharlieTheTraveler is in Hong Kong. **All guest claims must be submitted in writing and received by CharlieTheTraveler no later than sixty (60) days after the completion of the CharlieTheTraveler Tour. Guest claims not submitted and received within this time shall be deemed waived and barred.**

**SEVERABILITY:** If any of these terms are determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these terms are intended to be effective, then to the extent and within the jurisdiction in which that term is illegal, invalid or unenforceable, it shall be severed and deleted from these terms and the remaining terms shall survive, remain in full force and effect and continue to be binding and enforceable.

You certify that you are at least 18 years old.

You have carefully read, fully understand and entirely agree to this terms and conditions and release and waiver agreement.

If this contract is acceptable to you, then please sign it in the box below. You can use your mouse or finger, depending on the device you are on.