

Get Lost Travel

Terms and Conditions

1. Agreement. The Get Lost Travel Terms and Conditions (“Terms and Conditions”) is a legally binding agreement between you (“you” and “your”) and Get Lost Travel, Inc., an Oregon corporation (dba “Mzungu Travel” and “Travelingo”) (“Get Lost Travel”, “we”, “our”). By using Get Lost Travel services you are indicating that you have read these Terms and Conditions; the Liability Release and the Assumption of the Risk, attached hereto as Exhibit 1 and incorporated herein; (collectively the “Agreement”) and you understand, and you consent to be bound by, all the terms and conditions of the Agreement. These terms and conditions set forth your rights and obligations with respect to your use of any Get Lost Travel service. If you do not agree to all the terms contained in these Terms and Conditions and the terms of the Agreement, you should not use the Get Lost Travel service.

2. Deposits. Deposits are required for international travel unless otherwise noted. The deposit amount may be found in the online trip itinerary or provided to you before you book the tour. All deposits are nonrefundable. Payment of the balance must be received sixty-days before tour departure. However, full payment must be received upon booking for all tours that begin within sixty-days. Get Lost Travel reserves the right to retain booking deposits as a cancellation fee for balances that remain unpaid sixty-days before the start of a tour, unless mutually agreed upon as evidenced in writing.

3. Insurance. Trip insurance with a minimum coverage of two-hundred thousand dollars (\$200,000 USD) is required for all international tours. All trip insurance policies must provide coverage for (1) medical expenses for personal injury, (2) emergency medical services, and (3) evacuation and repatriation coverage. Get Lost Travel recommends that you obtain coverage for trip cancellation and for loss or damage of personal items. Get Lost Travel does not provide trip insurance for any tour packages. You understand and agree that it is your sole responsibility to obtain trip insurance. Get Lost Travel recommends that you purchase trip insurance promptly upon payment of your deposit for a tour with Get Lost Travel.

4. Cancellation and Changes to Itinerary. Get Lost Travel reserves the right to change the itinerary of or cancel any tour due circumstances which include, but are not limited to, the following: a change in circumstances with third-party foreign tour operators, road and airport closures, extreme weather, political unrest or acts of war, earthquake, Tsunami, “acts of God or Mother Nature”, natural disaster, and any situation which poses a risk to the safety to you or any agent, employee, or independent contractor of Get Lost Travel,

as determined by the sole discretion of Get Lost Travel. Refunds may be provided in the sole discretion of Get Lost Travel. Get Lost Travel will use its good faith best efforts to inform you will be notified as soon as possible of any minor changes to your travel itinerary. Get Lost Travel is not responsible for any and all costs, expenses, and damages associated with changes in, or cancellation of, a tour due to unforeseen serious safety threats.

5. Airfare. Get Lost Travel tours do not include airfare unless specifically noted in the website itinerary. Get Lost Travel does not book flights. Get Lost Travel reserves the right to assist you with obtaining a flight specialist from a reputable travel agency and assist with the flight booking. You understand and acknowledge that airfare prices are subject to change without notice. You are solely responsible for determining the actual cost of airfare and the accuracy and validity of any and all quotes and communications regarding the cost of airfare from Get Lost Travel. All quotes and communications from Get Lost Travel are non-binding estimates only, and Get Lost Travel does not accept responsibility for the final cost of airfare. You understand and acknowledge that you are solely responsible for booking flights correctly to coincide with any Get Lost Travel tour and for all costs incurred for any changes, delays, or cancellations of flights.

6. Travel Documentation. Your passport must remain valid for a minimum of six months from your last day of travel for all international Get Lost Travel tours. Get Lost Travel may offer information and best estimates regarding proper travel documentation based on experience and research. You understand and acknowledge that such information provided is subject to uncertainty. Accordingly, any and all information provided by Get Lost Travel is non-binding. You accept responsibility for ensuring you have obtained the appropriate documentation for your tour, and you have an ongoing responsibility for maintaining all travel documents and forms required for entry to foreign countries and for reentry to your respective country of origin. You agree to provide complete and accurate information on all booking forms. You are solely responsible for all costs, damages, and related expenses for improper documentation. You specifically hold Get Lost Travel harmless for any costs, damages, and expenses incurred by you to procure the appropriate documentation.

7. Third Party Operators, Contractors, Vendors. Get Lost Travel often procures the services of third-party tour operators, independent contractors and vendors. We use our best efforts to engage the services of only top notch, reputable companies. You understand and agree that Get Lost Travel cannot guarantee the services of such third parties, despite its good faith best efforts. Accordingly, Get Lost Travel is not responsible for any loss or damages incurred due to the actions, inactions, services, goods, or terms of any third party.

8. Health and Safety. Get Lost Travel is interested in your health and safety and in conducting its business in a responsible manner. Protection of travelers from injury and illness while traveling in a responsible manner are continuing objectives. As part of our policy promoting the safety of travelers and as a condition of this Agreement, you will be required to comply with safety and health provisions, which include:

a. **Vaccines and Medications.** For international travelers, vaccines and/or specific medications may be required. Many countries require certain vaccines and entry may be denied if you do not have the proper vaccinations. You are solely responsible if you are denied entry to any country due to not having proper vaccines, and Get Lost Travel is not responsible for damages, costs, and expenses incurred by or on your behalf as a result of such denial. You understand and acknowledge that any vaccine information given to you by any representative of Get Lost Travel is a good-faith best estimate and that you are responsible for determining the accuracy of any vaccine information. You are solely responsible for obtaining all necessary vaccines and within the recommended periods of time before any tour.

b. **Laws and Customs.** You agree to understand and follow the laws and customs of each and every country in which any tour takes place in, and you accept and understand that these laws and customs may be different from those of your respective home country.

c. **Minors and Travelers Under Age 18.** You must be at least eighteen years of age to book a tour with Get Lost Travel. Minors under age eighteen must be accompanied by parent or legal guardian at all times. You must be twelve years old to participate in any Get Lost Travel international tours, subject to approval provided in writing before booking by Get Lost Travel in its sole discretion. Parents or legal guardians are responsible for the supervision and for all actions of their related minors.

d. **Travelers Under Age 21.** You must age twenty-one years or older to participate in a wine or brewery specific tour in the United States. For tours in all other countries, you must be the minimum legal age for drinking in the respective country of the tour as well as your country of origin. Valid government-issued photo identification is required to be on your person at all times during any activities that may involve the consumption of alcohol.

e. **Medical Conditions and Information.** If you believe you may have a condition that may prevent you from participating in a tour, please discuss this with us prior to booking. You are solely responsible for notifying Get Lost Travel of any medical conditions or perceived medical conditions, including, but not limited to, severe allergies, which may impact the safety or health of you or others on the tour at the time of booking. Get Lost Travel will use best efforts not to disclose any medical information provided by you.

f. **Travel Decorum.** Get Lost Travel values the safety and wellbeing of all its travelers. Accordingly, Get Lost Travel reserves the right to terminate parts or even all of your participation in a tour, and at any time, if you present yourself to be a danger to yourself or others as determined by Get Lost Travel, in its sole discretion. You are solely responsible for any losses incurred, including financial and/or enjoyment of the tour, and Get Lost Travel is not responsible for any costs, expenses, and damages associated with terminating your participation. In extreme circumstances, such as violent behavior or illegal drug use, including Schedule I Controlled Substances, Get Lost Travel may disassociate from you and may require you to leave the tour.

g. **Drug Use and Controlled Substances.**

i. **Controlled Substances.** Any Schedule I Controlled Drug use, as defined by the Controlled Substances Act (CSA) and as described in Title 21 Code of Federal Regulations Sections 1308.11 through 1308.15, is strictly prohibited in all circumstances on all tours in any country. If you engage such drug use your tour will end immediately, Get Lost Travel will terminate association with you, and you will be solely responsible for any and all costs, expenses, and damages associated therewith. No refunds will be given by Get Lost Travel. You agree and acknowledge you are "NOT" to engage in any form of Schedule I Controlled Drug use.

ii. **Medications.** You are solely responsible for taking your medication properly and ensuring all prescriptions are valid and properly labeled. Get Lost Travel does not recommend the consumption of alcohol if it may interact with your medication. Accordingly, you assume full responsibility for any and all drug interactions, including interactions resulting from the consumption of alcohol with any and all of your medications. You should consult with your licensed physician or pharmacist before booking if you are unsure.

iii. **Alcohol Consumption.** On tours where alcohol may be consumed, such as wine tours, you agree and accept you are responsible for knowing your limits and using your good faith best efforts to stay within them. Get Lost Travel does not tolerate excessive rudeness, belligerence, and/or violent behaviors. Get Lost Travel reserves the unilateral right to remove you from a tour if Get Lost Travel reasonably determines that your behavior may influence the safety or wellbeing of any persons on the tour.

9. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Oregon., without regard to conflict-of-laws principles.

10. **Exhibits.** The Exhibits referenced in this Agreement are part of this Agreement as if fully set forth in this Agreement.

11. **Severability.** If any provision of this Agreement is deemed to be invalid or unenforceable in any respect for any reason, the validity and enforceability of such provision in any other respect and of the remaining provisions of this Agreement will not be impaired in any way.

12. **Entire Agreement.** This Agreement (including the Exhibits referred to in this Agreement) constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior understandings and agreements, whether written or oral, among the parties with respect to such subject matter.

13. **Arbitration.** Any dispute, controversy, or claim arising out of the subject matter of this Agreement will be settled by arbitration before a single arbitrator in Portland, Oregon. If the parties agree on an arbitrator, the arbitration will be held before the arbitrator selected by the parties. If the parties do not agree on an arbitrator, each party will designate an arbitrator, and the arbitration will be held before a third arbitrator selected by the designated arbitrators. Each arbitrator will be an attorney knowledgeable in the area of business law. The arbitration will be conducted in accordance with the procedures set forth in ORS 36.600 through ORS 36.740. The resolution of any dispute, controversy, or claim as determined by the arbitrator will be binding on the parties. Judgment on the award of the arbitrator may be entered by any party in any court having jurisdiction. A party may seek from a court an order to compel arbitration, or any other interim relief or provisional remedies pending an arbitrator's resolution of any dispute, controversy, or claim. Any such action, suit,

or proceeding – or any action, suit, or proceeding to confirm, vacate, modify, or correct the award of the arbitrator – will be litigated in courts located in Multnomah County, Oregon. For the purposes set forth in this Section 13, each party consents and submits to the jurisdiction of any local, state, or federal court located in Multnomah County, Oregon.

14. Attorney Fees. If any arbitration, suit, or action is instituted to interpret or enforce the provisions of this Agreement, to rescind this Agreement, or otherwise with respect to the subject matter of this Agreement, the party prevailing on an issue will be entitled to recover with respect to such issue, in addition to costs, reasonable attorney fees incurred in the preparation, prosecution, or defense of such arbitration, suit, or action as determined by the arbitrator or trial court, and, if any appeal is taken from such decision, reasonable attorney fees as determined on appeal.

Thank you for taking the time to read and understand our terms and conditions . We will make every possible reasonable accommodation that we are able to make sure you have an amazing tour. We will do our absolute best to ensure that you have the most wonderful experience.

Get Lost Travel

"Where sometimes you need to get Lost, so you can find yourself!"