



Mysterious Adventures Tours LLC Terms of Agreement, Policies & Recommendations

Terms of Agreement, Policies, and Recommendations are offered for the purpose of assuring a safe, viable, and quality tour package. There are limitations, obligations, and responsibilities that we must make as Tour Operators to assure a most incredible experience at the most affordable package price.

These terms and conditions constitute the entire understanding and agreement between you, the trip participant ("traveler") ("Traveler"), and Mysterious Adventures Tours LLC ("Mysterious Adventures Tours", "we," "our", or "us") with respect to any and all bookings, tours or transactions made with Mysterious Adventures Tours LLC.

Acceptance: By submitting a booking form and paying a deposit, and "checking off" the acceptance option on our check out payment page, for yourself or travel partner you are booking for you accept all the terms in this agreement and direct us to perform services on your and any Travel Partner's behalf.

Updated Terms and Conditions: A traveler will be subjected to the terms, and limitation of an updated policy at any time (prior to the end of the tour) that is made public and available for review. It is not contingent with the policy in place at the time of booking. It is the obligation of the traveler to review these conditions that are in question based on current and effective policies.

~ **Reservations:** A deposit is required at the time of reservation. A reservation is not accepted and there is no contract between us until we confirm your reservation in writing. Upon receipt of your deposit, we will email you a confirmation letter, Trip Planner, and information regarding trip insurance.

~ **Limitations:** Tours will occur during scheduled day/evening hours. Some areas are not well lit. Although flashlights will be available, you may wish to bring your own equipment.

~ **Limitations:** Please note that our tours may not be suitable for travelers under 18 years and may be included at the discretion of the parent/guardian and must be accompanied by their parent/guardian. There are, at times, difficult paths that may be problematic with persons with physical limitations.

~ **Tours Limitations: Health & Medical.** Our tours are physically active, with varying levels of demands and fitness requirements depending on the specific itinerary. You represent that neither you or your traveling partner do not have any condition, physical or mental, that would create a hazard for you or other travelers or affect other people's enjoyment of the tour. You understand that you are solely responsible for determining your emotional and medical suitability for the tour and will consult with your, or your traveling partner, physician and/or a travel medicine expert, regarding medical and health safety precautions appropriate for the Tour. You represent and warrant that you have answered fully and truthfully the questions posed to you on the guest questionnaire regarding your and/or the Travel Partner's, medical history, and condition, and will notify Mysterious Adventures Tours LLC immediately if those answers require amendment or supplementation.

Note that we are not a medical authority. If you have a physical condition, dietary restrictions, or other conditions (pre-existing medical) that will require special attention during the tour, you must inform us in writing when the booking is made. We may require a medical certificate if you have a special condition.

We assume no responsibility for any medical care provided to you. You agree to assume all costs of medical care and related transportation that are provided to you during the tour.

~ **Availability:** All packages and tours are subject to availability of venues, celebrity escorts, tours, accommodations, tour leads, roads, and weather conditions at the time of travel. We cannot be held responsible for changes beyond our control. Extreme conditions & unscheduled situations may warrant changes in itineraries or dates. With these conditions, we will not be able to refund any official / published deposits or payments applied to the tour. For this reason, we highly recommend that you purchase trip cancellation and interruption insurance.

- ~ **Changes in Itinerary:** The tour operator may at any time, without notice, cancel or change the approved and accepted itinerary or substitute published tours. The traveler shall have no claim against the tour operator by reason of any cancellation, change or delay of the published tour, accommodations and meal options, traveling expenses or other loss, and inconveniences from delays. For this reason, we highly recommend that you purchase trip cancellation and interruption insurance.
- ~ **Travel Insurance** is highly recommended. If you use our sponsored service, Trawick Insurance Services (or of the like), it will facilitate transactions since they are aware of our trips and the integrity of our work. Certainly, you may choose a vendor outside of this resource.
- ~ **Luggage** on a motorcoach is limited to one baggage piece and small carry-ons. Porterage is included for stays in larger Hotels (if available).
- ~ **Punctuality:** It is the responsibility of the traveler to arrive at a tour start meeting point as established in the specific trip itinerary. If there are meet-up issues, we will attempt to be of assistance, but cannot take the obligation of the cost for your personalized transfers to/from the airport.
- ~ **Pricing:** Primary quoted Package Prices are based on Double Occupancy (Shared). Each standard tour of 24 traveler capacities will be limited to three single travelers There is a Supplementary Fee charged for single travelers. There is no discount for Triple rooms. Single/triple rooms are on a request basis and subject to availability. They may not be available at all properties.
- **Airport Transfers:** All packages include Round-Trip Airport Transfers between airport and the first and final destinations. Deviations to these transfers may be limited by the specific availability of each destination. This will be clear with each tour description.
- ~ **Published Prices:** Any devaluation or revaluation of currencies or significant market changes may affect published prices
- ~ **Double Occupancy (Shared) Pricing:** If you are traveling alone and wish to share accommodations, we will try to match you with a roommate of the same gender. If you reserve at least 120 days ahead and request a roommate but one is not available, you will only be charged a "forced" single supplement in the amount of 50% of the standard single supplement (unless otherwise noted in the detailed itinerary for your specific trip). This forced single supplement will be refunded prior to the trip if you are matched with a roommate.
- ~ **Price Adjustments:** Quoted trip prices are set far in advance of departure based on our projections of fuel, exchange rates, inflation, tariffs, government fees, airfares and other costs using available information. The price at booking is guaranteed under normal conditions. In the rare event that current costs create an unsustainable financial situation if we were to fully absorb the increases, we reserve the right to pass on these unexpected costs to you in whole or in part.

We will give you advance written notice of any price increase and the reason for it. If we do so and your trip price increases by more than 10% of the original tour cost excluding any insurance premiums, you may cancel the booking within 10 days of receipt of notice of the surcharge and obtain a full refund, less any non-refundable deposits to our suppliers. We will work with our suppliers to try and obtain any non-refundable deposits so that we can give you a full refund. However, we cannot guarantee such a result.

- ~ **Payment Policies:** If a reservation is not fully paid by the final payment due date, we reserve the right to treat the reservation as cancelled and subject to the cancellation terms explained below.
- ~ **Payment Policies:** To secure a tour package, a deposit must be received. Published/Official Deposits are not refundable.
 - "Soft Reservations" (reservations without deposit) may be canceled due to limited inventory and high demand. Advanced notification will be given.
 - Interest-Free Payment Plans are offered but must meet the following requirements. The deposit payment is counted towards reaching these thresholds.
 - Within 4 months (120 days) of Tour Start Date: 30% of the complete tour package must be paid
 - Within 3 months (90 days) of Tour Start Date: 60% of the complete tour package must be paid.

- Within 2 months (60 days) of Tour Start Date: 100% of the complete tour package must be paid.

Exclusions: Special promotions extended for over these amounts may be applied with certain restrictions clearly noted on promotional materials. These are subject to termination dates.

- ~ **Last Minute Bookings:** If you wish to reserve after the final payment date (typically within 90 days of a trip's departure date), full payment for the trip will be due immediately if the booking is accepted. Exception to this includes an approved engagement with BNPL ("Buy Now Pay Later") Agent.
- ~ **Transfers of Tour to Tour:** You may transfer to another scheduled trip that is within the same calendar year without penalty by notifying us of your wish to transfer more than 120 days prior to the original trip's scheduled departure. After that time our normal cancellation fees apply.
- ~ **Tour/Options Cancellation** is considered upon meeting the following standards and penalties:
 - The collected deposit is not refundable at any time. The balance due for the tour (and options) are subject to the following penalties, after the deposit is removed from the obligation.
 - Within 94-80 days prior to Tour Start Date: 30% of the complete tour package (and options) costs after the deposit is deducted.
 - Within 79-66 days prior to Tour Start Date: 40% of the complete tour package (and options) costs after the deposit is deducted.
 - Within 65-44 days prior to Tour Start Date: 50% of the complete tour package (and options) costs after the deposit is deducted.
 - Within 45-0 days prior to Tour Start Date: 100% of the complete tour package (and options) costs after the deposit is deducted.
- ~ **Refunds during tour/ post-tour:** No refunds will be provided for any unused portion of a tour once the tour begins, including if you leave a tour for any reason, miss the tour's departure date, or have to be removed from a tour. There are no exceptions to this cancellation and refund policy, including for reasons related to unavailability of activity/vendor/venue, weather, civil strife, personal, family or medical emergencies or any other circumstances beyond our control. For this reason, we highly recommend that you purchase trip cancellation and interruption insurance.
- ~ **Issued Credit:** If your trip is postponed and you have scheduled a new journey, or not yet decided on your future travel, you have received a travel credit. Mysterious Adventures Tour LLC credits have no cash value, can be used towards the costs of a Mysterious Adventures Tours LLC trip only, and are subject to our payment, transfer, postponement, and cancellation policies (Terms & Conditions). Your credit will be applied toward your new trip, and a cost difference may apply. If the new cost is lower, you will receive a credit for the difference. If the new cost is higher, the difference will be collected from you according to our payment terms.
- ~ **Gratuities and Service Charges:** All local service charges are included on confirmed final itinerary items. Tips to your driver/chauffer/tour guides/special guests are not included and are at your discretion.
- ~ **Government-issued Travel Documentation** (Passport, VISAs, etc.) is the responsibility of the traveler and not of Mysterious Adventures Tours LLC. Failure to obtain these in a timely manner before the travel start date may lead to the cancellation of the trip with all fines to be paid by the traveler. In the event for USA Passports (or other required entry/departure documents), it is the responsibility of the traveler to be aware of limitations of each of these documents, and the waiver period of expiration per current laws and regulations. It is not the responsibility of Mysterious Adventures Tours LLC to review and counsel the travelers on the documents' validity and conditions of acceptance for dates of travel.
- **Import/Export of personal belongings / materials:** It is the responsibility of the traveler to understand and follow recommendations (from proper regulatory agencies) the stipulation(s) or limitations for import/export entry/departure conditions/responsibilities while traveling during the tours. All questions/decisions shall be referred to official government travel/customs agencies.

- ~ **Required entry vaccination regulations:** The traveler will be responsible in understanding and adhering to any health care limitations/vaccinations for entry into any port. Guidance on this will be offered by Mysterious Adventures Tours LLC but remains solely the responsibility of the traveler to meet and not eligible for any waiver of refund liabilities.
- ~ **Right to Refuse:** Mysterious Adventures Tours LLC, and its partners and associated ambassadors, have the right to refuse to receive a purchase agreement from any person/persons that is/are deemed not appropriate or fitting for the tour and its guests.
- ~ **Images Release:** You grant us and our suppliers a worldwide, royalty-free, perpetual license to use, re-use, distribute, display, create derivative works of, and reproduce any images, photos, or videos that you provide to us (whether directly or through a photo sharing service) in any medium, including but not limited to print, electronic media, or Internet, free of charge and without your right to inspection, for any purpose, including to promote and publicize our travel products and services worldwide.
- ~ **Unscheduled Tour Termination:** If a traveler's behavior during the tour becomes incompatible with the safety, comfort, or convenience of the other travelers/hosts, the Mysterious Adventures Tours LLC has the exclusive right and discretion to expel them from the tour at any time. No refund for unused portions/resources of the tour will be considered.
- ~ **Smoking & Consumption:** Smoking of any product is not permitted in the hotel, its rooms, the buses, venues, or other public spaces. The excessive use and consumption of alcohol products (whereas interfering with proper judgement or behavior) is strictly prohibited on the tour.
- ~ **Responsibility/Liability:** Payment of the trip itinerary constitutes consent of all Legal policies and terms and conditions described here. Neither the Operator nor any mentioned or unmentioned subagents/affiliates shall be held responsible for any personal injury, property damage or other loss a passenger incurs on any tour arising from acts, changes or omissions by of our itinerary/amenities, any air carrier, public transport company, hotel, car rental company, ticketed/un-ticketed (public or private) property/location/venue/vendor, subcontractor or other person or organization, whether or not such company is rendering any services supplied on the tour.
- ~ **Distribution of Travel Documents and Receipts:** All tickets and vouchers are issued and supplied subject to the foregoing and to any and all terms and conditions under which transportation and services are provided.
- ~ **Force Majeure:** Mysterious Adventures Tours LLC will not be deemed in breach of this agreement or otherwise liable to you, by reason of delay in performance or nonperformance of any of its obligations under this agreement to the extent that any such delay or nonperformance is due to any Force Majeure.

 "Force Majeure" means any circumstances beyond our reasonable control, including without limitation acts of nature, terrorist activities, insurrection, explosion, flood, tempest, forceful wind, fire or accident, war or threat of war declared or undeclared, sabotage, civil disturbance, labor strikes, requisition, sickness, quarantine, government intervention, weather conditions, and unforeseen circumstances.

 If we and any of our Suppliers are affected by Force Majeure, we and our Suppliers shall be entitled to, and may in our sole discretion, vary or cancel any itinerary or arrangement in relation to the tour, and choose to offer future travel credits or no refunds of money paid. Regarding civil unrest, once we have investigated the prevailing situation, as we deem fit, it shall remain in our sole and absolute discretion whether to proceed with the tour.
- ~ **Tour Operator Responsibilities:** The tour Operator accepts no responsibility for losses or expenses due to delays or changes in changes or omissions by of our itinerary/amenities, schedules, flight cancellations, or misconnections due unavailability of resources, disruption to planned itinerary/ancillary, mechanical problems, sickness, quarantine, weather, acts of God, strikes, government actions, war, terrorism pandemic activity or other circumstances beyond its control. Passengers must bear all such losses or expenses.
- ~ **Responsibility with Third Party Vendors:** Certain services reserved by Mysterious Adventures Tours LLC, including but not limited to transportation, accommodations, restaurants, site locations/venues, sightseeing

and activities may be purchased from various independent suppliers not affiliated with Mysterious Adventures Tours LLC (referred to as "Third Party Supplier(s)", "Vendor(s)" or "Supplier(s)"). Mysterious Adventures Tours LLC takes reasonable care in selecting competent, reliable and qualified suppliers based on information that is reasonably available to us.

That said, we act only as an intermediary for these Third-Party Suppliers and do not and cannot control the quality of their services. You acknowledge that you are aware and clearly understand that these Third-Party Suppliers are independent contractors, are not managed by Mysterious Adventures Tours LLC, and are not agents or employees of Mysterious Adventures Tours LLC. In the event of an injury, damage to property, delay or any other loss, compensation must be sought from the Third-Party Suppliers, not from Mysterious Adventures Tours LLC. You understand further that each of these Third-Party Suppliers are subject to the laws of the state or country in which the service is provided. The liability of Third-Party Suppliers may be limited by their tariffs, conditions of carriage, tickets and vouchers, and international conventions and agreements.

Issues or Questions During or After the Trip: If you have any issues or questions during your tour, promptly notify us or your tour leader so that we/your tour leader can attempt to address them. You must submit any unresolved concerns in writing to Mysterious Adventures Tours within 30 days of the tour's end date.

Dispute Resolution. In the unlikely event a dispute arising out of, in connection with, or relating to this agreement and/or the transactions and relationships among the parties contemplated by this agreement, you agree that the dispute shall be submitted to a neutral third-party mediator in the State of Ohio, with both parties dividing equally the costs of such mediator. If the dispute cannot be resolved through mediation, then (a) the dispute shall be filed and resolved exclusively by binding arbitration through the American Arbitration Association in the State of Ohio; (b) the dispute will be governed by the State of Ohio law; and (c) any arbitration award shall be binding and judgment upon the arbitrator's award may be entered or enforced in any court of competent jurisdiction.

Acknowledgement Of Arbitration. You understand that our agreement contains an agreement to arbitrate. You understand that after signing our agreement, you will not be able to bring a lawsuit concerning any dispute that may arise which is governed by the arbitration agreement, unless it involves question of constitution or civil rights. Instead, you have agreed to submit all claims and disputes within the scope of this agreement to an impartial arbitrator or arbitrators in accordance with the arbitration procedures set forth in this agreement.

Severability and Successors and Assigns. If any provision of this agreement shall be unenforceable or invalid under any applicable law, such unenforceability or invalidity shall not render the agreement unenforceable or invalid as a whole. Such unenforceable provision will be replaced with one that is valid and enforceable and which achieves, to the extent possible, the original objectives and intent of the original provision. This agreement shall inure to the benefit of and be binding upon Mysterious Adventures Tours LLC and the Traveler and their respective heirs, legal and personal representatives, successors and assigns.

Merger. This agreement is the final, complete and exclusive statement of the parties' agreement on the matters contained in this agreement. It supersedes all previous negotiations and agreements.

Mysterious Adventures Tours LLC reserves the right to update and/or alter these terms and conditions at any time. It is your responsibility to be familiar with these terms and conditions.

Edited Date: 06/01/2024 by Mysterious Adventures Tours