

TRAVEL ADVISOR AGREEMENT

A Happy Place Travel LLC dba Beyond the Crowds

This Agreement is between A Happy Place Travel LLC dba Beyond the Crowds (“Company”) and the client (“Client”) (collectively the “Parties,” or in the singular “Party”), for the purpose of Client hiring Company to provide the travel advisor services outlined below. This Agreement shall become effective upon the date of your signature below.

1. Scope of Services

Client understands and agrees that Company acts solely as a booking agent for to be disclosed principal suppliers (e.g. travel service providers), including, but not necessarily limited to, tour operators, cruise lines, hotels, airlines, air charters, bus companies, ground transportation companies, boat purveyors or owners, and other independent contractors providing accommodations, transportation, and other travel-related services (“Supplier(s)”), and that Company is not the source or provider of the travel-related services.

Client warrants that they are at least eighteen (18) years of age and possess the legal authority to enter into this Agreement and to make travel bookings with Company. Client agrees to be financially responsible for all of the travel bookings made by Company on behalf of Client and any member of Client’s traveling party, and warrants that all information supplied by Client to Company on behalf of themselves, members of their household, members of their traveling party, or others for whom Client is authorized to transact business with Company is true and accurate.

The following travel advisor services shall be provided to Client by Company, as necessary (“Package”):

- Travel proposal(s) and/or quotes
- Flight reservations (if required and agreed upon by Company)
- Accommodations bookings
- Transportation (i.e. car rental/transfers/tours)
- Electronic and PDF itinerary creation (“Itinerary”), including, but not necessarily limited to:
 - Booking confirmation uploads
 - Tour and activities bookings
 - Invoice(s) from Supplier(s)
 - Restaurant suggestions if required
 - Access via phone app

2. Travel Advisor Fees

Client shall reserve Company's services by signing this Agreement and paying Company a nonrefundable planning fee based on complexity of the trip ("Planning Fee"), in full. Client understands and agrees that they will not receive any travel advisor services from Company, including travel proposal(s) and/or quotes, until this Agreement is signed and the Planning Fee is received. The Planning Fee is for securing travel advisor services from Company, and Client understands and agrees that no portion of the Planning Fee goes toward any accommodations, flights, transportation, dining, or other tour or activities costs (which are based on Supplier requirements and will be communicated via quote to Client).

Client is required to pay all Suppliers via credit card authorization through Company. Company does not require any additional commission or compensation to be paid to it by Client beyond the Planning Fee, but Client understands and agrees that Company may receive commissions from Suppliers on travel-related services booked by Client.

The Planning Fee set forth in this Agreement is based on Company's current pricing at the time this Agreement is executed. Company's Planning Fee is adjusted periodically, and the pricing within this Agreement is only guaranteed at the time of signing. All future agreements between Client and Company will be charged at Company's prices in effect at the time.

3. Communication

Company's office hours are: 9am - 5pm M-Th and 10am - 2pm Fri-Sat (closed on Sunday). Company's primary source of communication is through its email: kathie@ahptravel.com. Company will respond to Client's emails within those office hours, typically within 24 hours and no more than three(3) days after Client emails Company, except in the case of out of office which will be communicated in advance.

Company expects the same courtesy from Client in responding to emails typically within 24 hours and no more than three(3) days unless unavailable and communicated in advance.

In the event a breakdown of communication occurs, Company will first Notify Client that Company requires a response from Client within 24 hours, and, if no response is received, Company shall not be liable for any delays, missed opportunities, or changes in pricing, availability, or travel arrangements resulting from the lack of response and Company reserves the right to terminate this Agreement.

4. Credit Card Authorization & Chargebacks

Client understands and agrees to maintain a valid credit card on file with Company by submitting a credit card authorization form to Company. Client agrees to allow Company to use Client's credit card to: (1) purchase travel-related products, services, and offerings from its Suppliers on Client's behalf, including any fees, duties, taxes, and assessments arising out of Client's travel bookings through Company; (2) charge any rescheduling or cancellation fees by Company or Supplier(s) as outlined in Section 5; and (3) charge any post-purchase price increases as outlined in Section 9.

EXCEPT IN CASES OF FRAUD, CLIENT AGREES NOT TO DISPUTE CHARGES WITH CLIENT'S BANK(S) OR CREDIT CARD COMPANY(IES) IN ORDER TO AVOID OR OVERRIDE THE BOOKING TERMS AND CONDITIONS OF COMPANY OR ANY OF ITS SUPPLIER(S), INCLUDING THOSE RELATED TO CANCELLATIONS AND RESCHEDULINGS, ITINERARY CHANGES, OTHER ARRANGEMENTS, OR FOR OTHER CIRCUMSTANCES BEYOND THE CONTROL OF COMPANY OR ITS SUPPLIER(S).

IF CLIENT INITIATES A CHARGEBACK, REVERSAL, OR RECOLLECTION OF A PREVIOUSLY AUTHORIZED PAYMENT, COMPANY RESERVES THE RIGHT TO DISPUTE THE CHARGEBACK, REVERSAL, OR RECOLLECTION AND TO RECOVER ANY AND ALL ADDITIONAL COSTS, FEES, OR EXPENSES RESULTING FROM THAT ACTION, INCLUDING, WITHOUT LIMITATION, ATTORNEY FEES.

All payments for travel are due prior to departure according to each Supplier's terms and conditions. Client understands that failure to make final payment, or any violation of a Supplier's terms and conditions, may result in: cancellation of Client's reservation(s); Client being denied access to flights, tours, hotels, cruises, or other travel-related services; or Client forfeiting any monies already paid for Client's travel-related reservations.

5. Cancellations & Reschedulings

All cancellation and rescheduling requests must be sent to Company in writing, pursuant to the Notice provision in Section 34. In the event of a cancellation or rescheduling of any portion of a confirmed Itinerary, Client understands and agrees that they will be subject to the cancellation and rescheduling penalties and fees imposed by Company and its Supplier(s).

Once the deposit has been paid for a booking, Company's cancellation fee is [\$2000.00] per cancellation, and Company's rescheduling fee is [\$500.00] per reschedule.

Client understands and agrees that each Supplier will have their own cancellation and rescheduling fees, and that some Suppliers have a NO REFUND policy once a booking is made and under deposit.

All cancellation and rescheduling fees will be charged to Client via credit card authorization or will be deducted from Suppliers' refunds, if applicable.

6. Products & Suppliers

Company sells a variety of travel-related products, services, and offerings from different third-party Suppliers. Each Supplier has its own terms and conditions that are applicable to Client's particular arrangements, and Client understands and agrees that it is their responsibility to read through, acknowledge, accept, and abide by such terms.

Company acts only as an agent for Client in all matters related to tours, activities, cruises, hotels, meals, and other travel-related services, including all transportation, whether by air, motor coach, rail, car, boat, or by any other means. Client understands that Company neither owns nor operates such third-party Suppliers.

Client understands and agrees that they will enter into separate contracts with each Supplier (when the deposit or full payment is made) in connection with different travel-related products, services, and offerings arranged by Company.

Client understands and agrees that it is Client's responsibility to review each Supplier's terms and conditions to understand their rights to substitute hotels, alter itineraries, withdraw tours or activities, and/or make adjustments due to unforeseen circumstances.

7. Booking & Reservations Vouchers

When purchasing travel-related products, services, and offerings through Company, Client understands and agrees that Company will be making an offer to Client to purchase a Package. Once Client signs this Agreement, along with payment of the Company's Planning Fee in full, Client understands and agrees that they are entering an agreement for all costs related to Itinerary creation in its entirety.

The terms of Client's Package (such as price, availability, and/or dates of travel) are not guaranteed until a contract is formed between Client and the Supplier and a ticket and/or a reservation voucher has been confirmed and issued by Supplier (*or*, depending on the situation, until contracts are formed between Client and multiple Suppliers and tickets and/or reservation vouchers have been confirmed and issued by those Suppliers). Once confirmed by the Supplier, a ticket and/or reservation voucher will be issued and will be delivered to Client by Company through email and/or Itinerary. The contract between Client and Supplier will relate only to those items confirmed by email and/or Itinerary with ticket and/or reservation numbers.

Company is not required to provide an itemized breakdown of pricing within the Itinerary, but Company will retain payment receipts for Client's records. All reservations listed within the Itinerary will be fulfilled on the delivery date set out in a ticket/reservation voucher, unless otherwise explicitly stated in Itinerary.

Company is not liable or responsible for any travel-related arrangements made independently of Company. Company assumes no responsibility for costs or fees Client incurs for independent travel-related arrangements not booked through Company,

including, but not limited to, airline, hotel accommodations, transportation, tours/activities/excursions, and charges related to travel protection.

Company is an affiliate of Travel Experts of Raleigh NC.

8. Itinerary Prices and Fees

Prices quoted by Company within Itinerary are subject to the following conditions:

- Prices quoted include taxes and fees. However, the final price is subject to change without notice until full payment is received.
- Prices quoted are in United States Dollars (USD), unless unavailable from a Supplier or otherwise indicated.
- Airline rules and fees for cancellations, changes, and rebooking are subject to the individual terms and conditions imposed by each airline carrier.
- Hotel accommodations are based on Run of House (ROH) double occupancy, unless otherwise indicated.
- All airline tickets are subject to supplemental price increases that may be imposed after the date of purchase. Post-purchase price increases may be applied due to additional costs imposed by Supplier(s) or government(s).
- Airlines may charge seat assignment fees, which are not the responsibility of Company. All seat selection costs are Client's responsibility.
- A Supplier may charge a conversion rate fee on the final purchase price. All conversion rate fees are Client's responsibility.
- Additional checked or carry-on luggage fees are not included in the airfare price quoted in the Itinerary, and are subject to the conditions set forth in Section 12.4.

9. Post-Purchase Price Increases

Client may be charged additional sums by Company to offset such things including, but not necessarily limited to, increased fees, fuel surcharges, taxes, fluctuations in foreign exchange markets, or any combination thereof. Client understands and agrees to any such post-purchase price increases charged by Company, and authorizes Company to charge Client's authorized credit card on file for such additional amounts. Company shall give Notice to Client of any post-purchase price increases at least three (3) business days before charging Client's authorized credit card on file.

10. Authorization to Use, and Warranty of, Personal Information

BY SIGNING THIS AGREEMENT AND REQUESTING TRAVEL ADVISOR SERVICES FROM COMPANY, CLIENT AUTHORIZES COMPANY TO OBTAIN CLIENT'S PERSONAL, PRIVATE, AND PERSONALLY-IDENTIFIABLE IDENTIFICATION INFORMATION AND/OR TO PROVIDE CLIENT'S PERSONAL, PRIVATE, AND PERSONALLY IDENTIFIABLE IDENTIFICATION INFORMATION TO THIRD-PARTY SUPPLIERS AS NECESSARY TO BOOK TRAVEL-RELATED SERVICES

REQUESTED BY CLIENT. CLIENT UNDERSTANDS AND AGREES THAT OBTAINING AND PROVIDING THIS TYPE OF INFORMATION TO SUPPLIERS IS A NECESSARY AND INTEGRAL PART OF BOOKING CLIENT'S TRAVEL.

COMPANY TAKES GREAT CARE TO BOOK CLIENT'S TRAVEL-RELATED SERVICES WITH REPUTABLE SUPPLIERS. HOWEVER, COMPANY IS NOT LIABLE FOR THE MANNER IN WHICH SUCH THIRD-PARTY SUPPLIERS HANDLE CLIENT'S PERSONAL, PRIVATE, AND/OR PERSONALLY IDENTIFIABLE IDENTIFICATION INFORMATION, OR FOR ANY FAILURE BY SUCH THIRD-PARTIES TO PROTECT CLIENT'S INFORMATION.

BY SIGNING THIS AGREEMENT AND REQUESTING TRAVEL ADVISOR SERVICES FROM COMPANY, CLIENT CERTIFIES THAT ALL INFORMATION CLIENT PROVIDES TO COMPANY IS ACCURATE, COMPLETE, AND CURRENT, AND THAT CLIENT IS NOT AND HAS NOT KNOWINGLY PROVIDED COMPANY WITH ANY FALSE INFORMATION.

11. Booking Accuracy & Legal Names

FOR EACH BOOKING ARRANGED BY COMPANY, CLIENT IS REQUIRED TO IMMEDIATELY REVIEW THEIR THE BOOKING CONFIRMATION AND VERIFY ALL ASPECTS OF THE BOOKING, INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING: CLIENT FULL NAME, MAILING ADDRESS, EMAIL ADDRESS, TELEPHONE NUMBER(S), ALL TRAVELERS' FULL NAMES AND INFORMATION, DATE(S) OF BIRTH, PRICING, AIRFARE, DEPARTURE/ARRIVAL TIMES AND AIRPORTS, ACCOMMODATIONS, TRANSPORTATION AND ORGANIZED TOURS, ACTIVITIES, AND/OR DINING RESERVATIONS. NOTE THAT IT IS MANDATORY THAT NAMES ON BOOKINGS ARE IDENTICAL TO THOSE ON ALL GOVERNMENT- ISSUED IDENTIFICATION, SUCH AS PASSPORTS AND DRIVERS' LICENSES.

CLIENT SHALL NOTIFY COMPANY IMMEDIATELY IF THEY DISCOVER ANY ERRORS OR OMISSIONS IN A BOOKING, OR IF OTHER REVISIONS ARE NECESSARY. CLIENT VOLUNTARILY ASSUMES FULL AND SOLE RESPONSIBILITY FOR ANY AND ALL RISKS AND/OR COSTS ASSOCIATED WITH THE FAILURE TO REPORT SUCH ERRORS, OMISSIONS, OR NECESSARY REVISIONS TO COMPANY.

12. Airfare - Only Required if Company is providing air transportation for Client

Will be provided as Terms & Conditions of booking flights.

13. Unused Arrangements, Minimum Passenger Requirements, & Alterations to Bookings During Trip

When tour, cruise, or package prices are based on Suppliers' contract rates, Client will not be entitled to any refund for any unused portion of the travel arrangements.

Some group tours or packages are based on a minimum number of travelers in the group; if the group number falls below the minimum required, the Supplier may impose a surcharge or the tour may be cancelled. Any cancellations of a group tour or package for failure to meet the minimum group number will be governed by the Supplier's cancellation policy.

If Client decides to alter any portion of its confirmed arrangements prior to departure or during their trip, Company will attempt to assist as it is able. Certain bookings may not be eligible for alterations. All booking alteration requests must be made in writing to Company.

A Supplier may determine that booking alterations are necessary for any number of reasons, including, but not limited to, severe weather. Any such booking alterations are at the sole discretion of the Supplier, and Company bears no responsibility for any such alterations.

14. Third-Party Liability

Client understands and agrees that Company's role is that of an advisor, and that Client's are solely responsible for final Supplier contracts. Client shall relieve and hold Company harmless for any acts, errors, omissions, representations, warranties, breaches, or negligence of any Supplier engaged by Company for Client's travel-related arrangements. All Supplier contracts shall be between Client and Supplier(s).

Company assumes no responsibility for and shall not be liable for any refund, personal injury, property damage, or other loss, accident, delay, inconvenience, or irregularity that may be caused by: (1) any defaults, wrongful or negligent acts, or omissions of a Supplier; (2) any defect in or failure of any vehicle, craft, equipment, or instrumentality owned, operated, or otherwise used or provided by a Supplier; or (3) any wrongful or negligent acts or omissions on the part of any other party not under Company's control. Client hereby releases and holds Company harmless from any and all claims arising out of Supplier occurrences.

Company neither gives nor implies any guarantee or warranty as to the fitness or condition of Client's accommodations, transportation, meals, or other provisions provided by a Supplier. Client understands and agrees that Company shall not be responsible for refunding, either fully or partially, any amounts paid due to unsatisfactory services from any Supplier. In no event shall Company be liable for any accident which occurs in hotels, in resorts, on airplanes/in airports, on buses/in bus stations, on trains/in train stations, onboard a cruise ship, on tenders, on shore excursions, or during any mode of transportation encountered during the trip, resulting from equipment or any other cause.

15. Travel Responsibility & Warranty

Client understands and agrees that it is their sole responsibility to ensure all details for travel documentation for all persons traveling in their party are correct, and that they have reviewed all U.S. Government and other government prohibitions, warnings, and advisories applicable to the travel destination, whether foreign or domestic.

Client understands and agrees that they are responsible for fulfilling all obligations related to obtaining passports, visas, and/or other immigration requirements, including vaccinations or other health-related requirements, for all persons traveling in their party.

Client agrees that all individuals traveling in their party are in good physical and mental health and have medical approval to travel. Any physical disabilities must be reported to Company at the time of initial booking. Client is required to provide their own personal or individually prescribed mobility devices such as canes, wheelchairs, walkers, or similar devices. Company reserves the right to terminate this Agreement if Client's mental or physical condition make them unable to complete the Itinerary. Client understands and agrees that Company shall be held harmless for any and all claims relating to termination as a result of mental or physical condition.

Company does not inquire about an individual's criminal record when providing travel advisor services in the interest of respecting Client's privacy. Each country has different policies and procedures regarding admitting individuals into their country that may have past criminal offenses, whether within or outside of their country's boundaries. If Client or any member of its group have a current or prior criminal offense, Client understands that it is their sole responsibility to contact each country on the Itinerary directly for entry and exit requirements. Client can visit the U.S. State Department Website for further information about these requirements. See: <https://travel.state.gov/content/travel.html>. For example, if traveling to or through Canada, individuals with a record of driving while impaired (e.g. under the influence of drugs or alcohol) should review current entry requirements. See: <https://www.canada.ca/en/immigration-refugees-citizenship/services/immigrate-canada/inadmissibility.html>.

16. Travel with Minors

Client agrees that any minor child traveling with Client is legally in their care. In the event that Client is traveling with a minor child and Client is not the parent or legal guardian of such child, Client must have and carry on their person during travel a signed and notarized consent form from the child's parents or legal guardians consenting to the minor's travel with Client. In the event that Client is traveling with their own minor child who does not share the same last name as Client, Client understands that they must provide and carry on their person the child's birth certificate during travel. COMPANY SHALL NOT BOOK TRAVEL ACCOMMODATIONS FOR ANY MINOR CHILD WITHOUT RECEIVING A SIGNED, NOTARIZED CONSENT FORM, BIRTH

CERTIFICATE, OR GUARDIANSHIP OR ADOPTIVE PAPERWORK FROM ALL LEGAL GUARDIANS OR PARENTS.

CLIENT UNDERSTANDS AND AGREES THAT ALL MINOR CHILDREN TRAVELING WITH THEM ARE IN THEIR CARE, AND CLIENT ASSUMES ALL RESPONSIBILITY OF POTENTIAL INJURY, DANGERS, AND RISKS ASSOCIATED WITH THE TRAVEL OF THE MINOR CHILDREN.

17. Assumption of Risk & Release of Liability

Client understands and agrees that they fully recognize there are dangers and risks to which they may be exposed by participating in travel activities including, but not limited to, strenuous activity such as hiking, walking, running, jumping, wading across or getting into water, strong currents, ocean waves, four-wheel drive roads, etc.; being in areas which might trigger a fear of heights or other fear responses; being exposed to normal and extreme weather conditions and other naturally occurring phenomenon such as harsh sun, altitude, extreme cold or hot temperatures, rain, snow, sleet, hail, wind, fog, tornadoes, wildfires, floods, avalanches; manual posing demonstrations or adjustments, camping, etc..

Client agrees to assume and take on all risks and responsibilities arising from or associated with any trip activity and release Company and all of its affiliates, divisions, departments and other units, committees and groups, and its and their officers, directors, principals, trustees, legal representatives, members, owners, employees, agents, administrators, assigns, and contractors, from any and all claims, demands, suits, judgments, damages, actions and liabilities of every name and nature whatsoever, whenever occurring, whether known or unknown, contingent or fixed, at law or in equity, that Client may suffer arising from or in connection with travel activities, including any injury or harm, death, or damage to Client's personal property.

BY SIGNING THIS AGREEMENT, CLIENT UNDERSTANDS AND AGREES THAT COMPANY DOES NOT REQUIRE PARTICIPATION IN ANY TRIP ACTIVITY, BUT CLIENT WANTS TO AND CHOOSES TO DO SO VOLUNTARILY AND KNOWINGLY—AND HAS PROPERLY PREPARED TO DO SO—DESPITE THE POSSIBLE DANGERS AND RISKS DESCRIBED HEREIN.

18. Travel Insurance

Company recommends Client obtains travel insurance for all travel plans booked through Company. As the travel booking agent (when applicable), Company has a professional responsibility to recommend the purchase of travel insurance to protect activities within the Itinerary. While Company does offer travel insurance coverage through certain carriers, Company cannot compare all the policies or companies currently in the marketplace. This responsibility rests solely with Client, and Company advises Client to research all available insurance and coverages to find the coverage

that best fits Client's individual needs. CLIENT UNDERSTANDS AND AGREES THAT THEY HAVE THE SOLE RESPONSIBILITY TO READ THE TERMS OF THE TRAVEL INSURANCE POLICY THEY SELECT. INSURANCE INFORMATION INCLUDES, BUT IS NOT LIMITED TO, DETAILS REGARDING THE EXTENT OF COVERAGE AND PROCEDURES FOR MAKING A CLAIM.

If Client declines travel insurance, Client acknowledges and accepts liability for any cancellation penalties, damages, and/or out-of-pocket expenses incurred. Client also acknowledges and accepts responsibility for arranging and paying for any health care or medical treatment necessary in the event of a medical emergency while traveling. If Client declines travel insurance, Client has waived its right to this important coverage and Client's Itinerary confirmation will note "declined" next to the travel insurance section. If Client has not purchased travel insurance, Client agrees to REVIEW THE INSURANCE DECLINATION CONFIRMATION FOR ACCURACY and contact Company immediately if Client believes Client has travel insurance and the confirmation is incorrect. Failure to contact Company will be considered a waiver of travel insurance.

All requests for claim services or reimbursement under Client's travel insurance policy must be filed directly with the travel insurance provider in accordance with the policy's terms and conditions. Company is not able to provide advice with regard to possible cancellations and any associated insurance claims processing. All queries regarding cancellations, penalties, and coverage should be directed to Client's particular travel insurance provider. Company will not communicate with Client's travel insurance provider on Client's behalf. Accordingly, Client acknowledges and accepts that Company cannot be involved in any aspect of an insurance claim/request for service.

CLIENT ACKNOWLEDGES AND AGREES THAT COMPANY HAS NO CONTROL OVER THE TRAVEL INSURANCE PROVIDER SELECTED BY CLIENT OR ITS COVERAGE DECISIONS AND, AS A RESULT, COMPANY IS NOT RESPONSIBLE FOR AND SHALL NOT BE LIABLE FOR POLICY COVERAGE, CLAIMS PROCESSING, OR THE DENIAL OF ANY CLAIMS.

19. Non-Disclosure & Confidentiality

Client agrees that the Itinerary created by the Company is considered Confidential Information. Client agrees to keep the Itinerary created by Company in strict confidence for its personal use only, with the exceptions stated in this Agreement. Client may only disclose the Itinerary to a third-party emergency contact before departure or for purposes of insurance coverage. Client shall not use the Itinerary for any commercial purposes, resell, other gains, or distribute to third parties.

With the exception of the terms stated in Section 10, Company shall not disclose to any third-party any details regarding the business of Client, including, without limitation, the travel parties' names, drivers' license numbers, passport numbers, dates of birth, Itineraries, or contact information, without written permission from Client.

20. Currency Fluctuations

Currency exchange rates fluctuate. Prices are subject to change based upon currency exchange rate fluctuations. Company is not responsible for surcharges or foreign transaction fees imposed by Client's credit card(s) or bank(s).

21. Right of California Customer to Make a Claim Under the California Travel Consumer Restitution Corporation

Any Client who resides in California may be eligible for a refund for losses from a registered seller of travel that participates in the California state refund program. If Client was located in California at the time of their travel purchase, Client may have a right to file a claim for losses with the California Travel Consumer Restitution Corporation. Certain restrictions apply. For a claim form and additional information, contact the Travel Consumer Restitution Corporation at <https://www.tcrcinfo.org>.

22. Indemnification

Client hereby agrees to indemnify, release, discharge, and hold harmless Company, its heirs, legal representatives, assigns, employees, or any persons or corporations acting under permission or authority of Company, from and against any liability or claims arising as a result of any third-party acts or omissions related to this Agreement.

23. Maximum Damages

The sole remedy for any actions or claims by Client against Company shall be limited to a refund, the maximum amount not to exceed the total monies paid by Client under this Agreement.

24. Limitation of Liability

In no event shall Company be liable under this Agreement to Client or any other third-party for consequential, indirect, incidental, special, exemplary, punitive, or enhanced damages, arising out of, relating to, or in connection with any breach of this Agreement, regardless of (a) whether such damages were foreseeable, (b) whether or not Client was advised of such damages, and (c) the legal or equitable theory (contract, tort, or otherwise) upon which the claim is based.

25. Force Majeure

Company shall not be liable or responsible to Client, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond Company's control that were unpredictable and unforeseeable

at the time of contracting, including, but not limited to, the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) a natural disaster (fires, explosions, earthquakes, hurricane, flooding, storms, explosions, infestations), epidemic, or pandemic; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns, or other industrial disturbances; and (i) shortage of adequate power or transportation facilities.

The Planning Fee and all other payments made by Client up to the date of a Force Majeure Event are non-refundable.

26. Reservation of Rights: Company's Changes to These Terms and Conditions

Company reserves the right, in its sole discretion, to edit, revise, or update these Terms and Conditions at any time. Updated versions of these Terms and Conditions will be provided to Client.

27. Disclaimer Regarding Company's Use of Artificial Intelligence ("AI")

Company disclaims that it may utilize AI technologies as a supplemental tool to assist with research, editing, enhancement, and/or generation of ideas in connection with the services Company provides to Client. Client acknowledges and agrees that, while AI tools may be utilized in the creation of preliminary itineraries or related materials, all final deliverables are reviewed, edited, and approved by a human prior to delivery.

28. Entire Agreement

This is a binding Agreement that incorporates the entire understanding of the Parties, supersedes any other written or oral agreements between the Parties, and any modifications must be in writing, signed by both Parties, and physically attached to the original agreement.

29. Venue & Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, including all matters of construction, validity, performance, and enforcement, and without giving effect to the principles of conflict of laws. The Parties agree that any dispute or lawsuit arising out of, or concerning, this Agreement that is not first resolved by arbitration shall be resolved exclusively in a federal or state court of competent jurisdiction located in Jefferson County, Colorado. The Parties assume responsibility for their own collection costs and legal fees incurred should enforcement of this Agreement become necessary.

30. Arbitration

Any and all disputes or disagreements arising between the Parties out of this Agreement upon which an amicable understanding cannot be reached shall be decided by arbitration in accordance with the procedural rules of the American Arbitration Association. The Parties agree to be bound by the decision of the arbitrator(s). The arbitration proceeding shall take place in Jefferson County, Colorado unless another location is mutually agreed to by the Parties. The cost and expenses of the arbitrators shall be shared equally by the Parties. Each party shall be responsible for its own costs and expenses in presenting the dispute for arbitration.

31. Severability & No Waiver

In the event that any part of this Agreement is found to be invalid or unenforceable, the remainder of this Agreement shall remain valid and enforceable. Any failure by one or both Parties to enforce a provision of this Agreement shall not constitute a waiver of any other portion or provision of this Agreement.

32. Transfer

This Agreement cannot be transferred or assigned to any third-party by either Company or Client without written consent of both Parties.

33. Headings

Headings and titles are provided in this Agreement for convenience only and will not be construed as part of this Agreement.

Kathryn Snyders

On behalf of A Happy Place Travel LLC dba Beyond the Crowds

Date Signed: Dec 14, 2025