LuxGo Travels Travel Policies

Last Revised: May 6, 2025

THANK YOU FOR SELECTING LuxGo Travels! IT IS THE TRAVELER'S RESPONSIBILITY TO READ THESE POLICIES BEFORE SIGNING UP FOR ANY TRIP OR REMITTING ANY PAYMENTS. THESE POLICIES ARE A LEGAL AGREEMENT BETWEEN YOU AND LuxGo Travels.

This LuxGo Travels Company Travel Policies (the "**Policies**") is a legally binding agreement between you, the Traveler ("**You**," "**Your**" or "**Traveler**") and LuxGo Travels ("**LGT**"), a foreign limited liability company operating in North Carolina, and shall be effective on the date you complete registration for a trip and make payment. The Policies describe the terms governing your participation in a trip with LuxGo Travels.

Contact for Questions and Notices

By Email: princess@luxgotravels.com

By Mail: 4801 Glenwood Avenue Suite 200, Raleigh, NC 27612

Activity Level and General Fitness

All LuxGo Travels tours require walking and other physical exertion. You can expect to walk 2-3 miles on average over the course of a day, navigate steps, get in and out of transportation, and manage your personal belongings without assistance. On some tours, especially European tours, the walking can increase to 5-7 miles of walking over the course of a day. For these reasons, our tours are not suitable for anyone physically challenged, anyone who is walking impaired, or a slow walker who cannot keep up with the pace of the group. We cannot provide individual assistance to you for walking, dining, getting on and off buses and trains, carrying baggage, or other personal needs. Persons needing such assistance must bring a qualified and physically able companion responsible for providing such assistance and/or services.

If a traveler chooses to go on a tour and then opt-out of included activities, for whatever reason, no refund will be given.

Room-sharing (IF OFFERED otherwise itineraries are Single occupancy)

- LuxGo Travels will arrange a roommate for any traveler that does not reserve their room with a companion.
- Most shared rooms have 2 beds and are non-smoking rooms unless otherwise noted.
- Travelers will share a room with a woman of similar age whenever possible.
- No special request, of any type, regarding your roommate can be accommodated.
- If you wish to room with a specific person, put her name on the reservation form or advise LuxGo Travels upon registration.
- After Final Payment, no changes can be made to the room type (double or single occupancy).

Trip Payments

• At Time of Reservation: A non-refundable deposit is required to hold a space on the tour.

The amount due at the time you are making your reservation is listed on each itinerary.

- Payment Types & Currency: PayPal is the primary method for LuxGo Travels invoicing.
 PayPal and money order are acceptable methods of payment but must be approved by LuxGo Travels. All payments are in U.S. Dollars.
- Payments after deposit: As stated on the registration monthly minimum payments are required every month until paid in full to keep your reservation current.
- Past Due Payments: A traveler who misses a payment will be notified 7 days after the
 missed payment date via email that she has missed payment. If payment is not made within
 24 hours of the email, the traveler understands that she has been canceled from the tour and
 all monies paid to date are non-refundable.
- Past Due Final Payment: A traveler who has not paid her final payment (one week) after the final payment due date will be notified via email she has been canceled from the trip and her total amount paid to date forfeited.
- Late Payment: A late payment of \$250 per person is required after the final due date listed on your payment plan. All late payment requests must be approved by an email from Princess Brown/LuxGo Travels before the final payment deadline.

What Is NOT Included in the Tour Cost

- Round-trip airfare, departure taxes, and checked baggage fees.
- Passport fees, visas, and visa photos as required
- Personal items such as souvenirs, laundry services, beverages/wines, liquors, a-la-carte orders, meals other than specified on the tour itinerary.
- Expenses incurred in making individual travel arrangements in conjunction with the tour.
- Any other items not specifically mentioned on the tour itinerary.

Required Traveler Information

- Over 18 years of Age: You certify that you are 18 years of age or older.
- **Passport**: You agree to provide LuxGo Travels with a copy of your passport by uploading the copy along with the "Registration Form" you complete when making a reservation to participate with one of the tours.
 - <u>Valid Passport</u>: It is your responsibility to check that your passport is valid 6 months past the
 date the tour ends, to get a new passport in a timely manner, and to provide the new
 passport information to LuxGo Travels (if requested) by Final Payment due date.
 - Past Due Passport: If the traveler is unable to attend a trip due to expired passport, any refund of monies will be based on LuxGo Travels cancellation policies as of the date of withdrawal from the trip.
- **Travel Arrangements**: Arrival and departure flight details are required to be submitted by email to LuxGo Travels no later than the Final Payment due date. This information is required to know when travelers are expected, and when applicable, to arrange transfers.

• **Confidential Information**: You agree to provide LuxGo Travels with information about your medications, dietary restrictions, emergency contact, etc. when completing the Registration Form but any changes to this information must be submitted to LuxGo Travels no later than the Final Payment due date. This information is held in confidence and is only used in case of an emergency.

Arrival, Transfers and Delays

- Travelers arriving by air are responsible for allowing sufficient time to deplane, gather luggage and travel to the designated meeting location to join the tour. LuxGo Travels will not delay the departure of the group for travelers arriving after the designated tour start time as listed in the individual itineraries.
- Travelers are required to notify LuxGo Travels in the event the airline should change the
 arrival or departure time of a flight by sending a text to either (1) the "What'sApp" group chat
 for the tour or (2) +1.714.315.1225/princess@luxgotravels.com.
- Travelers who are delayed for whatever reason are responsible for notifying LuxGo Travels
 of their situation and to communicate regularly with LuxGo Travels as to their anticipated
 arrival time. Delayed travelers are responsible for joining the group as soon as possible and
 at their own expense if their arrival occurs after the last scheduled transfer.
- On tours where scheduled transfers are provided, travelers who elect to take alternate transportation to the hotel, for any reason, will not be reimbursed for the transfer expense incurred.

Cancellation of Tours by LuxGo Travels

On rare occasions, LuxGo Travels must cancel a tour, either because there are not enough travelers to operate the tour or for other events outside the control of LuxGo Travels. LGT will cancel tours due to lack of travelers prior to final invoicing, however, LGT reserves the right to cancel any tour at any time up to the day of departure, due to no fault of LuxGo Travels.

In the event of a cancellation by LuxGo Travels, all monies paid to LuxGo Travels for the canceled tour will be promptly refunded to the traveler. LuxGo Travels is not responsible for any penalties imposed by the airlines.

Cancellation by the Traveler

All cancellations MUST be in writing and sent by email or letter via US mail no less than thirty (30) days prior to departure of the tour. The effective date of the cancellation, and any cancellation penalties, will be based on the date of receipt of the written cancellation. If you cancel less than 30 days prior to departure, then you understand that NO REFUNDS will be issued. Refunds for payments made directly to 3rd parties are subject to their refund policies, irrespective of the date of cancellation. Please refer to cancellation dates on your registration and invoice. Any penalty imposed by your airline(s) is the complete responsibility of the traveler.

THERE ARE NO EXCEPTIONS TO LuxGo Travels's CANCELLATION POLICIES.

Insurance

• **Trip Cancellation Insurance**: If you cannot afford to lose the money you have invested in your travel, for whatever reason, LuxGo Travels strongly recommends you purchase "**Trip Cancellation Insurance**." This insurance will cover you in case you need to cancel a tour after final payment has

been made. We will email you a link with suggested companies to contact about purchasing Trip Cancellation Insurance. Any questions about what Trip Cancellation Insurance does or does not cover should be addressed directly to the travel insurance company.

• Emergency Medical Insurance: Your personal medical insurance generally does not cover you when traveling. To cover the risk of a medical emergency or accident while traveling, you should consider purchasing medical evacuation insurance.

Itinerary Changes

Itineraries are subject to change due to a variety of factors completely out of the control of LuxGo Travels. In the event there is an itinerary change, comparable lodging, meals and activities will be provided.

• Force Majeure: No damages shall be due to a traveler for failure by LuxGo Travels to perform obligations related to delivery of tour services if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane, volcano eruption, or other natural disasters), war, invasion, act of foreign enemies, cyber-attacks, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalism, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity, internet or telephone services, or illness, accident, or death of the LuxGo Travels Representative, any one of which could make delivery of tour services impaired or impossible to perform.

Documents Required to Travel

It is the traveler's responsibility to obtain and present the required documents necessary for travel. This includes, but is not limited to, a valid government issued photo ID, passport, Visa, Letter of Invitation, shot record, etc. Travelers who have any question as to their ability to obtain and present the required documents necessary to travel to a country should address their questions to the embassy or consulate of the country to which they will be traveling BEFORE signing up for a LuxGo Travels tour.

On certain tours LuxGo Travels will offer to obtain a Visa for travelers. However, the traveler must be a passport holder from the United States or Canada, and/or cannot have a criminal conviction, and/or cannot have an exception that would prohibit the routine issuance of a Visa. In such cases the traveler will be responsible to obtain their own Visa.

Any traveler who cannot obtain proper documentation to travel, no matter when or how that discovery is made, will be responsible for whatever cancellation penalties are in force at the time of cancellation from the LuxGo Travels tour or denial of travel.

Involuntary/Voluntary Departure from a Tour in Progress

LuxGo Travels reserves the right to remove any traveler from a tour should the LuxGo Travels representative(s) determine that the traveler cannot meet the physical requirements of the tour as stated in the itinerary, is disruptive to the tour time schedule or is adversely affecting the overall group dynamics. In the event a traveler is removed from a tour, LuxGo Travels will not refund any

monies. Transportation costs to return home, airline penalties, and any other expenses will be the responsibility of the traveler.

In the event a traveler voluntarily chooses to leave a tour prior to its scheduled conclusion, LuxGo Travels will not refund any money for the unused portion of the tour arrangements. Transportation costs from tour departure point to the airport, airline penalties, and any other expenses will be the responsibility of the traveler.

Use of 3rd Party Operators

Some LuxGo Travels trips, as noted in the itinerary, are scheduled with tour operators who sell their tours to the general public. The traveler acknowledges that other groups and/or individuals may be a part of the same tour.

Use of Travelers' Images in Promotional Materials

Photographs and video taken by LuxGo Travels Tour hosts and other LuxGo Travels representatives while on tour are the property of LuxGo Travels and may be used in promotional materials. Any traveler who does not wish to have their photograph or video footage used in promotional material MUST advise LuxGo Travels in writing no later than the tour's final payment due date.

How We Protect Your Personal Information

We take commercially reasonable steps to protect the information you provide to us from loss, misuse, and unauthorized access, disclosure, alteration, or destruction. Please understand, however, that no security system is impenetrable. We cannot guarantee the security of our databases or the databases of the third parties with which we utilize, nor can we guarantee that the information you supply will not be intercepted while being transmitted over the Internet. In particular, e-mail sent to us may not be secure, and you should therefore take special care in deciding what information you send to us via email.

Assumed Risk

Travel has its own inherent risks, and the Traveler acknowledges such risks exist, up to and including death. LuxGo Travels will take all reasonable precautions regarding the safety of travelers. It is the Traveler's responsibility to determine her level of risk tolerance, including the decision to participate in a tour to a country or continent where State Department alerts and warnings have been issued. If the tour is scheduled to operate (i.e. not canceled byLuxGo Travels), standard cancellation policies apply if the Traveler elects to cancel because her risk tolerance has been exceeded.

TRAVELER ASSUMES THE RISK OF ANY HARM, ACCIDENT OR DAMAGE WHICH MAY BE DONE TO OR SUFFERED BY YOU OR TO ANY OF YOUR PROPERTY RELATED TO YOUR TRAVEL WITH LuxGo Travels.

LuxGo Travels will not be responsible for damage or injury to any person who sustains an injury as a result of traveling with LuxGo Travels. LuxGo Travels is not responsible for the actions, expenses or harm incurred by travelers who, through their own actions or through the advice/actions of other travelers, disregard the instructions of the LGT representative(s), engage in activities with other travelers that cause harm, depart from the planned activities of the tour, or follow the instructions of a non-LGT representative(s). By embarking upon your travel with LGT, you knowingly and voluntarily

assume all risks involved in such travel, whether expected or unexpected risks, of injury or illness to yourself or others, or other damage, including death.

Release of Liability

Knowing the risks, and in consideration for being permitted to participate on a LuxGo Travels tour, and as an inducement for LuxGo Travels to allow you to participate on a tour, you agree to release and hold harmless LuxGo Travels, its officers, agents, affiliates, employees, assigns, owners, representatives, volunteers, sponsors, and officials from any liability, present and future, known or unknown that is associated with Traveler's participation in travel with LuxGo Travels ("Release of Liability"), from any and all claims, demands, losses, expenses, damages, liabilities, actions, causes of action of any nature, including but not limited to personal injury, illness, disease, wrongful death and property damage, that in any manner arise from or relate to your participation in travel with LuxGo Travels. This extends to and includes any and all claims, liabilities, injuries, damages, and causes of action that you do not presently anticipate, know, or suspect to exist, but that may develop, accrue or be discovered in the future, and you voluntarily assume that risk as part of the Policies. You agree that this Release of Liability shall bind the members of Traveler's family and spouse, if Traveler is alive, and Traveler's heirs, assigns, and personal representatives if Traveler is deceased.

• Third Parties Actions: You understand that LuxGo Travels works with "Third Parties" for hotel accommodations, meals, tours, etc. As LuxGo Travels attempts to only work with those Third Parties who have shown an acceptable level of stability, dependability and responsiveness to problems and complaints, nevertheless LuxGo Travels does not control the actions or failure to act of the Third Parties it works with. Therefore, you acknowledge that LuxGo Travels is not responsible for any breach of contract, failure to comply with any laws, or any intentional or negligent actions or omissions on the part of such Third Parties, which result in any loss, damage, delay, inconvenience or injury to you, including any losses resulting from any changes in rates unless marked on your invoice, tickets, or reservation itinerary as Guaranteed, or any losses in connection with booking, reservation, connection, or scheduling problems or in connection with the handling or loss of baggage or other personal effects. LuxGo Travels shall not be responsible for any injuries, damages, or losses caused to any traveler in connection with terrorist activities, social or labor unrest, mechanical or construction failures or deficiencies, diseases, local laws, climatic conditions, abnormal conditions or developments, or any other actions, omissions, or conditions outside LuxGo Travels's control.

You execute this Release of Liability voluntarily and with full knowledge of its significance, and with the intent of binding yourself, spouse, children, if any, and your heirs, legal representatives, and assigns. Traveler expressly agrees that this Release of Liability is intended to be as broad and inclusive as permitted by law. Traveler has carefully read this Release of Liability section and fully understands its contents.

Covenant Not to Sue

You agree and covenant on behalf of yourself, that you will never directly or indirectly institute any legal, equitable, administrative or other action, complaint or proceeding against LuxGo Travels, its officers, agents, affiliates, employees, assigns, owners, representatives, volunteers, sponsors, successors and assigns thereof, arising from or pertaining to your participation in travel with LuxGo

Travels. This covenant applies and extends to any and all claims, liabilities, injuries, expenses, losses, damages, and causes of action that you do not presently anticipate, know, or suspect to exist, but that may develop, accrue, or be discovered in the future.

Disclaimer of Warranties

Your participation in travel with LuxGo Travels is offered "AS IS" and without any warranty or guarantee of any kind. LuxGo Travels has not made and does not make any warranty or representation whatsoever, either express or implied, as to whether the travel will or will not meet your expectations, the quality or capacity of the experience you may have, nor any other representation or warranty whatsoever.

Indemnity

Traveler shall indemnify, defend, protect and hold LuxGo Travels, its shareholders, directors, officers, employees, agents, successors and assigns, free and harmless from and against all claims, losses, liabilities (including, but not limited to, negligence and tort), damages, judgments, suits, and all legal proceedings, and any and all costs and expenses in connection therewith (including attorneys' fees) arising out of or in any manner related to your participation in travel with LuxGo Travels, including, without limitation, claims for injury to or death of persons and for damage to property. You agree to give LuxGo Travels prompt notice of any such claim or liability. This provision shall survive the end of the travel participation with LuxGo Travels.

Other Provisions

- Attorneys' Fees: In the event litigation shall be instituted to enforce any provision of the Policies, the prevailing party shall be entitled to recover reasonable attorneys' fees and expenses incurred. Governing Law: Both LuxGo Travels and Traveler agree that any dispute involving the Policies shall be governed by and construed in accordance with the laws of the state of North Carolina.
- o **Integration of Documents**: The Policies, invoices, and any registration documents contain all of the understandings and representations between LuxGo Travels and the Traveler.