

TERMS & CONDITIONS

These Terms and Conditions (the “Terms”) apply to any travel products and/or services from Whereisbree LLC and govern the contractual relationship between you and Whereisbree LLC.

Please carefully read all the terms and conditions of this contract detailed below before booking with Whereisbree LLC (hereinafter, “Company”). For and in consideration for being permitted to participate in the Retreat you have selected with Company (the “Retreat”), you agree to accept and be bound by the terms and conditions set forth herein.

By booking any Product or service with Whereisbree LLC, or by traveling on a Whereisbree LLC experience you acknowledge that you: i) have read and understand these Terms, and ii) indicate your express acceptance of and agree to be bound by these Terms. If you have confirmed a booking on any Retreat or service with more than one client named and booked on such booking, you shall be deemed to have accepted these Terms on behalf of all clients named in the booking (including minors and those under a disability) and traveling on or otherwise participating in any Retreats (hereinafter “you”, the “Client(s)”), and by such travel or participation all passengers indicate their assent to these Terms. The client who confirmed the booking is deemed to be the designated contact person for all other clients named in such booking. These Terms constitute the entire agreement between the Client and Whereisbree LLC with respect to the subject matter thereof and supersedes all prior agreements, representations and understandings of the parties, written or oral.

This Terms & Conditions document is valid for all Travels organized in whole by Whereisbree LLC and not in conjunction with any other party or tour operator associated with a given trip.

THE BOOKING AGREEMENT

A booking is confirmed and these Terms shall apply when Whereisbree LLC, or an authorized agent acting on Whereisbree LLC’s behalf, have received the applicable deposit from the Client and the Client has received automated email confirmation from Whereisbree LLC regarding the booking. The client confirming the booking must be no less than 18 years of age and agrees to provide full, complete and accurate information as requested by Whereisbree LLC to confirm such booking. Any Client confirming a booking on any Services and Retreats with more than one Client named and booked on such booking represents and warrants to Whereisbree LLC that: i) they have all requisite consents and authority to make such booking on behalf of all other Clients named on the booking, and have communicated all necessary information to

the other Clients in order for them to give free and fully informed authorization to do so; ii) the information that they are providing regarding all clients is complete and accurate, and they have obtained all necessary consents and permissions to share such information with Whereisbree LLC for the purposes of completing the booking; and iii) they will inform all other named Clients on the relevant booking of the applicability of these Terms to the booking and the Clients' relationship with Whereisbree LLC.

At any time before a booking is confirmed, Whereisbree LLC reserves the right to increase or decrease services and Retreat prices of any services and Retreats. Whereisbree LLC reserves the right to decline any booking, in their sole discretion.

ITINERARY SUBJECT TO CHANGE

After the company receives your deposit you will receive an automated confirmation email. Please contact us if you do not receive an automated confirmation email within 48hrs after submitting your Deposit. Thereafter and leading up to departure to program destination, we may send you, and you consent to receive, correspondence related to the Retreat and the Company, including the itinerary for the Retreat. The itinerary is subject to change and Company expressly reserves the right to modify any aspect of the itinerary at any time due to availability of third party vendors, weather conditions, local conditions, or other circumstances out of our control.

PAYMENTS

a) **Total Payment.** The Total Payment is due prior to the start date of the Retreat (the "Payment Due Date"). Please note the Payment Due Date may vary according to your Retreat you will be notified of the payment schedule upon booking. You will be directed to a trip payments page to make your payments. If the company does not receive your total payment on or before the payment due date, the company may cancel your reservation after fourteen days of non-payment and you will forfeit your deposit and the amount paid thus far. The full payment is non-refundable and non-transferable to a different Retreat or service.

b) **Deposit.** Your Deposit is non-refundable and non-transferable to a different Retreat or service.

Late Payment: Payments more than 7 days late after the Payment Due Date will incur a \$30 late fee. Failure to make a payment within fourteen days of the agreed upon date is a breach of contract and may result in the cancellation of your retreat or

service if you miss one or more payments. Whereisbree LLC maintains the right to assign your spot to the next eligible client on the wait list due to non-payment.

CANCELLATION BY THE CLIENT

You may cancel your participation in a Whereisbree LLC Retreat at any time, but following cancellation policy will apply:

Any cancellation of a booking and/or a service or retreat by a Client must be delivered to Whereisbree LLC in writing at the contact email address specified on the Website (Whereisbree@gmail.com) and be acknowledged by Whereisbree LLC in writing. Services and Retreats are NON-REFUNDABLE and NON-TRANSFERABLE between persons. It is recommended that clients PURCHASE trip cancellation coverage. Trip cancellation insurance is the only means of receiving reimbursement for flights and other non-refundable expenses should you cancel your trip for any reason, whether voluntarily or as a result of Whereisbree LLC's actions.

If cancellation by you in writing takes place prior to Second Payment Due Date, First payment made by you will be refunded, except your non-refundable Deposit. Transaction fees are non-refundable. If cancellation takes place after Second Payment Due Date, you forfeit the entire amount remitted to Company.

Effect of Changes or Cancellation. In the event of any change or cancellation under this, you acknowledge that you will have no right of refund of the Total Payment (whether in whole or in part, except as expressly provided in and no right to claim compensation for any Liabilities incurred and/or sustained by virtue of any change or cancellation.

REFUNDS

Funds received are rendered for services, tour operations and vendors and we are committed to our guests and, therefore the deposit is non-refundable and ALL payments made towards the balance of your trip are non-refundable including late fees, full payments and installment payments. The ONLY exception to this policy is if the trip must be cancelled by client prior to Second Payment Due Date or in its entirety for any reason by Whereisbree LLC in which case Whereisbree LLC will notify all parties via email and provide instructions. If Cancellation by client takes place prior to Second Payment Due Date, First payment made by you will be refunded, except your non-refundable Deposit.

Unforeseen circumstances may present themselves to our guests and for those circumstances, situations and occasions we HIGHLY recommend that you purchase Travel Insurance to cover your assets.

Whereisbree LLC is not responsible for any incidental expenses or consequential losses that the Client may have incurred as a result of the cancelled booking such as visas, vaccinations, non-refundable flights or rail, non-refundable car parking or other fees, loss of earnings, or loss of enjoyment, etc.

Clients purchasing services and retreats are highly recommended to purchase comprehensive cancel for any reason insurance, to the extent such insurance is available under the laws governing each client's country of origin.

WHY IS MY PAYMENT NONREFUNDABLE?

Our vendor(s) -- hotels, guest speakers, excursion companies, etc. -- require upfront commitments that we must adhere to. When we offer a package to you we have to ensure, through good-faith payments, that you will attend the retreat.

UNUSED SERVICES

Whereisbree LLC shall not offer or pay any discounts or refunds for missed or unused services which were missed or unused by the Client due to no fault of Whereisbree LLC, its partners or its members, which shall include any termination of the Client's participation in the retreat due to the Client's own fault, negligence or breach of these Terms.

PASSPORT, VISA & DOCUMENTATION

It is the responsibility of the traveler to obtain and maintain a valid passport and all appropriate visas, permits, certificates, and/or other required documentation ("Documentation") for the countries, jurisdictions, parks, areas, etc. you will visit during the Retreat. Company is not responsible if you are denied entry or exit to/from any country or location due to a lack of valid Documentation.

TRAVEL INSURANCE

It is the responsibility of the traveler to obtain your own travel insurance coverage. We recommend and/or require (on some retreats) that you purchase travel insurance at the point of booking your spot on one of our trips to cover you for the duration of the trip and to cover you in the event that for any reason you are unable to attend the trip. You

are responsible for ensuring that the travel insurance that you choose provides coverage for any and all activities that are part of the retreat. You are solely responsible for the cost of any travel insurance and ensuring that you are adequately insured for the full duration of the retreat with respect to possible illness, injury, death, property damage, loss of baggage and personal items, cancellation and/or curtailment, and/or any other potential losses, damages, costs, expenses, or liabilities (collectively “Losses”). You will be solely responsible for any Losses related to your failure to procure travel insurance. Company is not responsible for any Losses you incur and/or sustain. You are responsible to ensure that your personal travel insurance covers you for any and all activities that form part of the itinerary of the retreat that you are booking.

CHANGES OR CANCELLATIONS BY COMPANY

Company reserves the right to make changes to any and all aspects of the retreat (which may include without limitation changes to the types and/or timing of activities available during the retreat, the hosts, items and/or services included with the Retreat, accommodation, the itinerary, and/or the nature of the retreat Classes) if, in Company’s sole discretion, Company deems it necessary to do so due to conditions that may be hazardous, dangerous, or otherwise adverse or threatening, if an act or omission of a third party prevents any such aspects of the Retreat or any portion of the Retreat, or for any other reason considered commercially necessary by Company. You will not be eligible for any refunds of any amounts based on any such changes to the Retreat.

Trip details: The itinerary is a general guide to the tour and region and any mention of specific destinations is not a guarantee that they will be visited or encountered, nor does it form part of the contract between the client and Whereisbree LLC. Although the itinerary has been curated with care and details are provided in good faith, Whereisbree LLC may make improvements that stem from weather changes, local factors, past travelers’ comments, and research, to name a few examples. As a client, you also expressly acknowledge and assume responsibility for inherent risks associated with physical activities you participate in.

FLEXIBILITY

The Client acknowledges by booking a Product and/or agreeing to travel with Whereisbree LLC that the nature of this type of travel requires considerable flexibility and acknowledges that they will permit reasonable alterations to the Product and/or itinerary by Whereisbree LLC. The Client acknowledges their understanding that the route, schedules, itineraries, amenities and mode of transport may be subject to change without prior notice due to circumstances or events, which may include

sickness or mechanical breakdown, incidents in the location where the Product will be operated, flight cancellations, strikes, events emanating from political disputes, entry or border difficulties, extreme weather and other unpredictable or unforeseeable circumstances which are beyond the reasonable control of Whereisbree LLC.

Cancellations.

By Company. Company reserves the right to cancel your reservation if your Total Payment is not received on or before the Payment Due Date and you will not be eligible for any refunds of any amounts paid (including the deposit). Company further reserves the right to cancel the Retreat prior to the Departure Date in the event an insufficient number of registrants are confirmed for the Retreat or for any other commercial reason in Company's sole discretion and, in such an event, you will receive a full refund of the amount you remitted to Company except the non-refundable deposit. The non-refundable deposit will be issued as a credit towards a future retreat of your choice (Group Retreats only). In no event will Company be responsible for any other amount, including preparation costs, airfare, travel documents, or any other Losses or claimed damages.

Effect of Changes or Cancellation. In the event of any change or cancellation under this, you acknowledge that you will have no right of refund of the Total Payment (whether in whole or in part, except as expressly provided in and no right to claim compensation for any Liabilities incurred and/or sustained by virtue of any change or cancellation.

HEALTH & FITNESS ELIGIBILITY, STRENUOUS ACTIVITY AND INJURY

VOLUNTARY PARTICIPATION IN STRENUOUS ACTIVITY

You acknowledge that you are voluntarily participating in the Retreat with Company, which may include strenuous physical activity including without limitation walking, running, hiking, dancing, climbing, swimming, jumping, surfing, yoga, Retreat Classes, and various other exercises or physical activity ("Physical Activity"). You acknowledge that you are fully aware of the risks and hazards connected with participation in the Retreat and/or engaging in Physical Activity, which may include the risk of serious injury (e.g., heart attacks, muscle strains, pulls, tears, broken bones, shin splints, and other illnesses) or death, and you hereby elect to voluntarily participate in such Physical Activities as part of the Retreat. All activities are optional and if you do not want to participate in an activity you are not required to. The Company is not responsible for providing an alternative activity for you if you choose

not to participate. You are responsible for obtaining personal travel insurance to cover the activities of the Retreat.

HEALTH AND FITNESS ELIGIBILITY

You represent that you are over the age of eighteen (18) and are healthy, in good physical and mental health, and are at a level appropriate to participate in, and are fully capable of participating in, the Retreat. You further represent that you do not suffer from any medical conditions or disabilities that may restrict, limit, prevent, or preclude your participation in the Retreat, including any Physical Activities. You have consulted with your physician and your physician has authorized you to participate in the Retreat, including any Physical Activities. You will discuss and address any questions or concerns you may have about your physical or mental health with the appropriate health care professional prior to the Departure Date. Documentation from your physician confirming your clearance to participate in the Retreat can be provided upon request. If, at any time, you have any doubts about your physical condition or fitness to participate in any aspect of the Retreat, you will cease participation in the same and seek appropriate medical attention. **YOU ARE HEREBY ADVISED THAT THE RETREAT MAY TAKE PLACE IN REMOTE AREAS WHERE THERE IS LITTLE OR NO ACCESS TO TRADITIONAL MEDICAL SERVICES OR HOSPITAL FACILITIES FOR SERIOUS HEALTH ISSUES (OR YOUR PARTICULAR HEALTH ISSUES). YOU ARE FURTHER ADVISED THAT ANY MEDICAL OR EVACUATION EXPENSES WILL BE YOUR SOLE RESPONSIBILITY.** As a result, we require that you purchase travel insurance with appropriate coverage for your needs. See Section 6. We reserve the right in our sole discretion to refuse your participation in the Retreat, any Retreat Classes, Physical Activities, and/or any other activities, due to medical, fitness, or other grounds. Company also reserves the right to deny participation in the Retreat or any related activities at any time to individuals demonstrating behavior that may result in injury to themselves or others.

ASSUMPTION OF RISK

You understand that serious accidents may occur during Physical Activities, including without limitation to Retreat Classes, and that participants can sustain fatal and/or serious personal injury. As stated above, the Retreat may take place in a remote location where there is little or no access to traditional medical services or hospital facilities for serious and/or particular health issues. You may also be visiting places where the political, cultural, and geographical attributes of the location present risks and physical challenges that are greater than those present in your country of residence. It is your own responsibility to familiarize yourself with all possible relevant travel information in connection with your participation in the Retreat.

Understanding and in full consideration of the foregoing, you agree to solely and exclusively assume full and complete responsibility for and the risks inherent in travel and engaging in Physical Activity (including Retreat Classes) which may include injury, death, property damage, and/or any other kind of Liability, whether foreseen or unforeseen, which may occur during your participation in the Retreat. You acknowledge that your decision to participate in the retreat is made in full consideration of the foregoing information and that you solely and exclusively assume the risks involved with participating in the retreat. **IN NO EVENT WILL COMPANY BE LIABLE FOR ANY LIABILITIES ARISING FROM OR IN CONNECTION WITH YOUR PARTICIPATION IN THE RETREAT.**

INJURY

In the event you are injured while participating in the Retreat, you agree to assume all financial obligations for any and all medical costs you incur. You acknowledge and agree that **IN NO EVENT SHALL COMPANY AND/OR ANY COMPANY PARTY BE LIABLE OR RESPONSIBLE FOR ANY LOSSES OR LIABILITIES ARISING OUT OF YOUR PARTICIPATION IN THE RETREAT.**

WAIVER OF LIABILITY AND RELEASE

In consideration for participating in the retreat, **YOU VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR AND HEREBY RELEASE, WAIVE, DISCHARGE, HOLD HARMLESS, AND COVENANT NOT TO SUE COMPANY, ITS OFFICERS, MEMBERS, AGENTS, CONTRACTORS, EMPLOYEES, VOLUNTEERS, GUIDES, AND OTHER REPRESENTATIVES (each a “company party” and collectively, the “company parties”) FOR ANY AND ALL CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, AND/OR LOSSES (including but not limited to any exemplary, direct, indirect, incidental, special, consequential, punitive, or other damages, medical expenses, lost wages/income, loss of services, lost profits, property damage, pain, illness, and death) (collectively “liabilities”) WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO YOUR TRAVEL TO AND/OR PARTICIPATION IN THE RETREAT AND/OR ANY ACTIVITIES CONDUCTED IN CONNECTION THEREWITH, REGARDLESS OF WHETHER SUCH LIABILITIES ARE CAUSED BY THE NEGLIGENCE OF ANY COMPANY PARTY OR OTHERWISE, AND REGARDLESS OF WHETHER SUCH LIABILITY ARISES IN TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE, EVEN IF ANY COMPANY PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES, TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW.**

You have been advised and requested to obtain travel insurance at the point of booking your place on a retreat to cover against Liabilities resulting from trip cancellation or interruption, weather, natural disaster, strike, illness, job reasons, accident, sickness, evacuation, pre-existing medical conditions, baggage delay, loss, theft, and other Liabilities associated with travel and your participation in the Retreat. You acknowledge that whether or not you elect to purchase or not purchase travel insurance, you will not look to any of the Company Parties for reimbursement for any Liabilities suffered or occurring during your travel and/or participation in the Retreat.

INDEMNITY & BINDING EFFECT

INDEMNITY

You further hereby agree to indemnify and hold harmless the company parties from any and all liabilities (including without limitation court costs and attorney's fees) that one or more of the company parties may incur as a result of your participation in the retreat, whether caused by the negligence of any company party or otherwise (but excluding any gross negligence or willful misconduct of a company party), to the fullest extent allowed by applicable law.

BINDING EFFECT

It is your express intent that this Agreement shall bind the members of your family and spouse, if you are alive, and your heirs, assigns and personal representative, if you are deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE any of the Company Parties.

VALIDITY

The prices of Products advertised on the Whereisbree LLC website is based on costs in effect at the time of posting to the website. Whereisbree LLC reserves the right to alter prices of any Product at any time prior to receipt of payment in full for such Product. All dates, itineraries and prices are indicative only and the price quoted at the time of Booking shall be the applicable price, subject to the surcharges that may be levied in accordance with the sections mentioned, above. Changes, revisions, or other amendments may be made to the particulars contained on the Whereisbree LLC website before a contract is concluded, and such changes, revisions or amendments shall be incorporated herein as of the date of such amendment.

CLIENT RESPONSIBILITY

The Client acknowledges that depending on the nature of the Product booked, or the location(s) in which such Product is to operate, there may be a significant degree of

personal risk involved in travel on the Product. There are dangers inherent to adventure travel generally and Client acknowledges they have considered such risk to health and safety and are willing to assume it, by confirming their booking of such Product. The Client acknowledges she or he has considered the potential risks, dangers and challenges in light of their own personal capabilities and needs, and expressly assumes the risks attendant to travel under such conditions. The Client acknowledges and agrees that Whereisbree LLC is not responsible for providing information or guidance to the Client with respect to local customs, weather conditions, specific safety concerns, physical challenges or laws in effect in any locations where Products are operated, and Whereisbree LLC strongly encourages that Clients locate or make contact with his/her local embassy or consulate in each destination prior to departure on any Whereisbree LLC Product.

SEVERABILITY

In the event that any term or condition contained herein is unenforceable or void by operation of law or as being against public policy or for any other reason then such term or condition shall be deemed to be severed from these Terms or amended accordingly only to such extent necessary to allow all remaining terms and conditions hereof to survive and continue as binding. If any provision of these Terms is found to be so broad as to be unenforceable, such provision shall be interpreted to be only so broad as is enforceable. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

IMAGES AND MARKETING

The Client agrees that while participating in any retreat or trip, product images, photos or videos may be taken by other Clients and/or Whereisbree LLCs representatives or members that may contain or feature the Client in part or in whole. The Client acknowledges that they consent to any such pictures being taken and agree that Client hereby grants a perpetual, royalty-free, worldwide, irrevocable license to Whereisbree LLC, its affiliates and assigns, to reproduce for any purpose whatsoever (including marketing and promotions), in any medium whatsoever, whether currently known or hereinafter devised, without any further obligation to the Client or compensation payable to such Client.

PHOTOS, VIDEO, OTHER MEDIA RELEASE

By and in consideration for being permitted to participate in the Retreat, you irrevocably grant Company and its agents and representatives all rights to use, reproduce, display, exhibit, publish, distribute, and/or produce derivative works based

on your image, likeness, and voice as recorded by any camera and/or on any video, audio, and/or other media (collectively, "Likeness") worldwide, in perpetuity, without compensation, payment, or other additional consideration of any kind, for any lawful purpose, including without limitation for marketing and trade purposes. You agree that your Likeness may be used, reproduced, displayed, exhibited, published, edited, or distributed by Company at its sole discretion. You understand that your Likeness may be used in various publications, promotional or marketing materials, and/or social media, unrestricted by time or geographic area and consent to such uses. You further understand and grant permission to Company and its agents and representatives to electronically display any Likeness of you on the Internet or in other public settings. You hereby waive the right to inspect or approve any and all materials in which your Likeness may appear. You further waive any right to royalties or other compensation arising or related to the use of your Likeness. This release applies to all photographic, audio, and/or video recordings collected as part of, in connection with, and/or during the Retreat (by Company or any third party). There is no time limit on the validity of this release nor is there any geographic limitation on where materials including your Likeness may be used, reproduced, displayed, exhibited, published, and/or distributed by or on behalf of Company.

REFUSAL OF SERVICE

The company retains the right to refuse service to any Client at any time, for any lawful reason whatsoever, in its sole discretion.

GENERAL

Entire Agreement. This Agreement constitutes the entire agreement between you and Company, and supersedes any prior agreement, regarding the subject matter herein. You acknowledge and represent that no oral representations, statements, or inducements, apart from those set forth herein, have been made to you by any Company Party.

Force Majeure. If Company is prevented (directly or indirectly) from performing any of its obligations under this agreement by reason of any Act of God, strike, trade dispute, fire, inclement weather, breakdown, interruption of transportation networks/means, government or political action, acts of war or terrorism, acts or omissions of a third party, or for any other cause whatsoever outside of Company's reasonable control, company will be under no liability whatsoever to you and may, at company's sole discretion, by written notice to you, either cancel the retreat or take any other reasonable action. Under such circumstances you will not be eligible for a refund of any amounts paid to the Company for the retreat, and in no event will the

Company be responsible for any other amount, including preparation costs, airfare, travel documents, or any other Losses or claimed damages.

Choice of Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with Florida Law and shall be subject to the exclusive jurisdiction of Florida.

Interpretation. You acknowledge and agree that this Agreement, including the releases and waivers of liability herein, are intended to be as broad and inclusive as permitted by applicable law.

Waiver. The failure or delay by Company to enforce or exercise any provisions of this Agreement shall not constitute or be deemed a waiver of such provision or any other provisions herein. Furthermore, any waiver or breach of any provision of this Agreement shall not amount to a waiver of any other provision.

Headings. The headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions herein

DISCLAIMER

YOU EXPRESSLY AGREE THAT BY PURCHASING A GROUP RETREAT EXPERIENCE, YOU ACCEPT, AGREE, AND UNDERSTAND THAT RETREAT DETAILS ARE SUBJECT TO CHANGE.

The itinerary is a general guide to the tour and region and any mention of specific destinations is by no means a guarantee that they will be visited or encountered, nor does it form part of the contract between the client and the operator. Although the itinerary has been curated with care and details are provided in good faith, we may make improvements that stem from weather changes, local factors, past travelers' comments, and our own research, to name a few examples. Ultimately, our goal is to provide you with the most rewarding experience. Nevertheless, to ensure the most accurate itinerary, it is strongly advised that you print a final copy of your itinerary to review a couple of days prior to travel, in case there have been changes that affect your plans. You also accept, agree and understand that there are inherent risks associated with physical activities you may participate in. Therefore, you expressly acknowledge and assume responsibility for such risk and that you alone are responsible for your decision to participate in such activities.