

## **Joy of Italy LLC – Tours - Terms and Conditions**

These Terms and Conditions, together with any booking form, payment authorization or other agreement or document referencing these Terms and Conditions (collectively, this “Contract”) shall govern the agreement between each designated traveler (also referenced herein as “you” or “your”) relating to any tour or other service provided by Joy of Italy LLC and/or Uva Imports, LLC (collectively referenced herein as “we” or “us” or “our”). By entering into any booking form or making any reservation or payment for any tour or other service provided by us, you agree to be bound by this Contract, including without limitation these Terms and Conditions and you represent that you are the appointed person in charge of yourself and your traveling companions, if any, with regard to acceptance of this Contract.

Final Documents. You will receive, via email, 30 days prior to your trip departure date, your final trip itinerary with full details of our tour.

Tour Expectations. Our tours are physically active and, although our hotels are centrally located, they may provide fewer American-style amenities than U.S. hotels. You must, at a minimum: (i) be able to carry or roll your own luggage for up to 15 minutes over uneven pavement from the bus to the hotel; (ii) be comfortable climbing stairs, standing and walking for up to four hours inside and outdoors in all weather conditions; and (iii) be able to sleep with street noise and European heat and air conditioning, which may seem weak by U.S. standards. Our tour guides cannot assist with any of these activities or provide other physical assistance during the tour. Tour members requiring help must be accompanied by an able companion who can be entirely responsible for providing all necessary assistance.

Payment Authorization; Refunds. All payments required for all the services booked are your responsibility and you authorize us to charge your credit card for all the required deposit(s) and payments for the bookings made by you on your behalf and on behalf of others. You agree that, except for certain cancellations within 30 days after initial booking and as otherwise specifically set forth in this Contract, your deposit and any other payments are non-refundable. Unless previously agreed in writing, cancellations made 60 days or less from the planned commencement of the tour will still require the full payment of 100% of the balance due for the applicable tour and you agree that we may charge your credit card for any remaining balance(s) due if you cancel your tour during this period. Failure to timely arrive at or departure from the tour due to illness or any personal reason, or any government action including without limitation arrest, will not entitle you to receive any refund from us and transportation costs and other costs to get back to the in-progress tour, your hotel or home, airline surcharges or penalties, and any other expenses associated with or resulting from such departure will be your responsibility.

Insurance. We strongly recommend that you purchase in your country of residence travel insurance and trip cancellation or interruption insurance to protect your valuable travel investment.

Changes to Itinerary. Changes are sometimes necessary due to unforeseen incidents, closures and schedule changes by sites included in the itinerary, road conditions, or other causes beyond our control. We reserve the right to change the itinerary as needed and to change the order of activities listed in the

itinerary. In the event of closures or schedule changes, other options may be offered. However, uncompleted portions of a tour are not cause for a refund.

Personal Behavior; Compliance with Policies and Law. We want everyone to have a safe and enjoyable trip. Accordingly, we maintain the exclusive right in our sole discretion to expel from a tour at any time any traveler who is in our reasonable judgment incompatible with the safety, comfort, or reasonable convenience of other members of a tour. During the course of any tour with us, you agree to comply with the terms, conditions, requirements, rules and regulations of any hotel, restaurant, transportation service provider or other venue or service provider and all laws and regulations of applicable governmental authority.

Promotional Materials. By participating in a tour, you consent to use of your image(s) in our promotional materials, photographs and/or video. All such materials and images are our property and may be used in our sole discretion for promotional purposes. You may revoke this consent by notifying us in writing prior to the scheduled commencement of your tour. We may also use the personal information you provide to review and improve the tours and services that we offer and to contact you about other tours or services we offer.

ASSUMPTION OF RISKS AND RELEASES; INDEMNIFICATION; LIMITATION OF LIABILITY. TRAVEL HAS ITS OWN INHERENT RISKS, UP TO AND INCLUDING DEATH, AND THE TRAVELER ACKNOWLEDGES SUCH RISKS EXIST. WE ARE NOT LIABLE FOR, AND THE TRAVELER HEREBY RELEASES AND AGREES TO HOLD HARMLESS, DEFEND AND INDEMNIFY JOY OF ITALY LLC, UVA IMPORTS, LLC, THEIR OWNERS, EMPLOYEES AND AGENTS (COLLECTIVELY, THE "RELEASED PARTIES") FOR, ANY COSTS OR EXPENSES OR LIABILITIES OF ANY KIND INCURRED BY OR THREATENED AGAINST THE RELEASED PARTIES, WHETHER BROUGHT BY YOU OR ANY THIRD PARTY, FOR: (I) ANY ILLNESS, INJURY, ACCIDENT, OR DEATH DURING THE TOURS UNLESS CAUSED SOLELY BY OUR GROSS NEGLIGENCE; AND (II) ANY ACT OR OMISSION BY OR ON BEHALF OF YOU OR A MEMBER OF YOUR GROUP, INCLUDING WITHOUT LIMITATION ANY BREACH OF THIS CONTRACT. THE CARRIERS, HOTELS AND OTHER SUPPLIERS WHO PROVIDE SERVICES ON THE TOUR ARE INDEPENDENT CONTRACTORS; THEY ARE NOT OUR AGENTS, EMPLOYEES OR SERVANTS. THE RELEASED PARTIES ARE NOT RESPONSIBLE FOR ANY CRIMINAL OR OTHER CONDUCT BY SUCH INDEPENDENT CONTRACTORS, YOU OR THIRD PARTIES, WHETHER, INTENTIONAL, GROSSLY NEGLIGENT, NEGLIGENT OR OTHERWISE. WITHOUT LIMITING THE FOREGOING, THE RELEASED PARTIES ARE NOT RESPONSIBLE FOR, AND YOU RELEASE THEM AND ASSUME ALL RISK OF, ALL EXPENSES OR HARM CAUSED BY AND LOSSES INCURRED BY TRAVELERS DUE TO ANY ACT OR DEFAULT OF ANY AIR, LAND OR WATER CARRIER, HOTEL, RESTAURANT, COMPANY OR PERSON RENDERING ANY SERVICES, ACTIVITIES OR PROGRAMS INCLUDED IN THE TOUR OR INCURRED BY TRAVELERS WHO: (A) DISREGARD THE INSTRUCTIONS OF OUR REPRESENTATIVES; (B) DEPART FROM THE PLANNED ACTIVITIES OF THE TOUR; OR (C) FOLLOW THE INSTRUCTIONS OF A PERSON OTHER THAN OUR REPRESENTATIVES. ALL LUGGAGE AND PERSONAL EFFECTS ARE AT ALL TIMES AND IN ALL CIRCUMSTANCES AT THE RISK OF THE TRAVELER. THE RELEASED PARTIES SHALL NOT BE LIABLE FOR INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND UNDER ANY THEORY AT LAW OR IN EQUITY AND THE RELEASED PARTIES' MAXIMUM AGGREGATE LIABILITY TO YOU AND ANY THIRD PARTY IN CONNECTION WITH THIS CONTRACT SHALL NOT EXCEED 100% OF THE BOOKING FEE PAID BY YOU TO US. THE FOREGOING ASSUMPTION OF RISKS AND

RELEASES, INDEMNIFICATION AND LIMITATION OF LIABILITY ALSO BIND YOUR HEIRS, LEGAL REPRESENTATIVES AND ASSIGNS.

Warranty. We warrant only that the services shall be generally, but not necessarily precisely, as described, subject to changes and the other terms and conditions herein. All other warranties, express and implied, including warranties of fitness for a particular purpose and merchantability are expressly excluded.

Governing Law; Jurisdiction; Venue; Attorney Fees. This Contract and any tour, service or arrangement provided by us shall be construed by and governed under the laws of the state of Georgia, and the parties hereto irrevocably agree to submit to the jurisdiction and venue of the courts of the state of Georgia, County of Fulton, to resolve any dispute arising under or relating to this Contract. In any litigation, arbitration, or other proceeding, except mediation, by which one party either seeks to enforce its rights under this Contract or seeks a declaration of any rights or obligations under this Contract, the prevailing party shall be awarded reasonable attorney fees, together with any costs and expenses, to resolve the dispute and to enforce the final judgment.

Complete Agreement; Amendments; Severability. This Contract, including without limitation these Terms and Conditions and other parts of this Contract incorporated herein or by reference hereto, represent the entire agreement between the parties relating to the subject matter hereof. This Contract may be supplemented, amended, or modified only by the mutual written agreement of the parties. No supplement, amendment, or modification of this Contract shall be binding unless it is in writing and signed by the parties hereto. The waiver by us of any obligation or right under this Contract is effective for that instance only and does not waive again that obligation or right or waive any other obligation or right under this Contract. If any provision of this Contract is deemed to be illegal or unenforceable, the parties agree that such provision shall be deemed deleted and the remainder of this Contract shall continue in full force and effect.