

TRULY TUSCANY TERMS AND CONDITIONS

This Truly Tuscany Terms and Conditions ("Agreement") is between Truly Italy LLC and you, the undersigned ("You" or "Participant" interchangeably).

You desire to enroll in and participate in a Tuscany Travel Experience hosted by Travel Guide (the "Travel Expert"), as further described below. In consideration of enrollment in the Travel Experience, You agree to the following:

Truly Tuscany Travel Experience:

June 6-14, 2026

The Truly Tuscany Experience is 9 days/ 8 nights in Buonconvento, Italy.

Truly Tuscany Experience is held in the family run Agriturismo Percenna.

What's included is the following:

- Accommodation for 9 days/8 nights in an Agriturismo with your own bedroom and private bathroom.
- Pool access
- All meals at the Agriturismo
- 2 Wine-Tastings, Lunches & Tour of a small, family run vineyard
- Free Day to spend as your wish
- Spa Day at Terme di Bagno Vignoni
- Hike around Buonconvento with an Expert guide
- Pasta-Making Class and Lunch
- Transportation to/from each excursion by private car & driver
- Pick up/drop off at the Buonconvento train station
- Visits to cities like Montalcino, Buonconvento, Siena, Bagno Vignoni, Pienza & Monticchello.

What's NOT included is the following:

- Flights to/from Roma Fiumicino Airport
- Transport from/to airport
- Travel Insurance (recommended)
- 2 Lunches while visiting Siena & Bagno Vignoni
- Tips/Gratuities

ENROLLMENT, PAYMENT:

To secure your enrollment in the travel experience, You must sign the terms of this Agreement and pay Travel Guide a **non-refundable \$500 deposit**. Upon receipt of both, You will be considered 'reserved.'

Prices are per person, double occupancy & single occupancy. Payments shall be made via Credit Card or Bank Transfer. Full payment is due **March 8th**, **2026**, ninety (90) days prior to the first day of the Truly Tuscany Experience.

2 single occupancy rooms - \$6067 per person

4 double occupancy rooms - \$5581 per person

You may request a payment plan otherwise your balance must be paid in full by March 8th, 2026.

You may pay the balance via:

- Credit card Stripe, with a 3.5% credit card processing fee added to the payment paid to Travel Guide.
- Electronic transfer directly to the Travel Guide, the account and routing information to be provided upon request.

Note that the balance is due **no later than ninety (90) days prior to the first day of the Travel Experience** to secure your spot and ensure the capacity is met.

CANCELLATION, REFUND, TRANSFERABILITY:

CANCELLATION BY PARTICIPANT: You (or any member of your party) may cancel your booking at any time, provided that the cancellation is made by the person submitting the booking form and is notified to the Travel Guide in writing. Cancellation will take effect the day such notification is received by the Travel Guide.

If such cancellation is made less than thirty (30) days prior to the first day of the Travel Experience, the entire fee is non-refundable, and Travel Guide will retain the full amount of the Travel Experience. If such cancellation is made more than thirty (30) days prior to the first day of the Travel Experience, Travel Guide will retain the \$500 non-refundable deposit and fifty percent (50%) of the amount paid.

In any cancellation made by You, Travel Guide can use your deposit towards a future reservation for a future Travel Experience.

Bookings are for the stated period of the Travel Experience. There are no refunds for any unused portion of the Travel Experience. If the reason for cancellation is covered under the terms of your insurance policy, You may be able to make a claim on your insurance.

CANCELLATION BY TRAVEL GUIDE: Travel Guide reserves the right in any circumstances to cancel any Travel Experience. In particular, Travel Experiences require a minimum number of at least seventy-five percent (75%) of the participants to have booked by thirty (30) days before the start date of the Retreat. If this minimum number is not reached by that date Travel Guide may cancel and refund the money, notwithstanding the \$500 non-refundable deposit. Your non-refundable \$500 deposit can be put towards another Travel Experience in the future.

TERMINATION BY TRAVEL GUIDE: If, in the sole discretion of Travel Guide, your behavior at any point of the Travel Experience violates the terms of this Agreement so much that Travel Guide must terminate your participation in the Travel Experience or evict You from the Travel Experience, the amounts You have paid are wholly non-refundable.

REFUND: It is the Travel Guide's intent for You to be happy with your participation and experience in the Travel Experience. Due to the extensive time, effort, preparation, and care that goes into creating such an experience, all sales are final, and no refunds will be provided during or after the Travel Experience.

<u>CHARGEBACK:</u> Unless otherwise provided by law, You acknowledge that all sales are final and Travel Guide does not offer refunds for any portion of your payment, unless explicitly indicated otherwise at the time of purchase. By agreeing to the terms of this Agreement, You agree that You will not issue a chargeback for any payment made as You are fully aware of this Refund Policy and voluntarily consenting to it.

Should You attempt to issue a chargeback with your credit card company, this Agreement will automatically terminate upon such attempt, regardless of whether the attempt is successful or not and You will both forfeit your enrollment in the Travel Experience AND You will remain contractually responsible for payment in full.

PARTICIPANT TRAVEL ARRANGEMENTS:

All travel arrangements, including airfare, to and from the Travel Experience, are your responsibility and at your own cost. Travel Guide is not liable for any consequences arising from flight delays or cancellations in any of the companies You may have made arrangements with, or for any irregularities in your documentation required for travel. Transfers to/from the Travel Experience are at your own cost unless otherwise specified.

<u>PASSPORT, VISA, AND RELATED TRAVEL DOCUMENTS:</u> You are responsible for obtaining and maintaining a valid passport and all appropriate visas, permits, certificates, and/or other required documentation for the countries, jurisdictions, parks, areas, etc. You will visit during the travel experience. Travel Guide will provide You with a list of any required documentation, if any, that is required for the Travel Experience, however, 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: Travel insurance is required, and Travel Guide will provide You with travel insurance providers and options. Travel Guide requires that your travel insurance covers the full duration and the activity of Retreat as well as unexpected cancellation and/or curtailment, sickness, injury, death, property damage, loss of baggage and personal items, losses, damages, costs, expenses, or liabilities and all the usual risks.

You should bring the policy with You to the Travel Experience in case of an emergency. You will be solely responsible for any losses related to your failure to procure travel insurance. Travel Guide is not responsible for any losses you incur and/or sustain.

PARTICIPATION, RELEASE OF CLAIMS, DISCLAIMER OF LIABILITY:

<u>DISCLAIMER OF LIABILITY:</u> In attending the Travel Experience, which includes travel by foot and by car (including drivers hired by Travel Guide) outdoor or athletic events, activities, and programs, and the use of rented or hired premises, facilities, and equipment, You hereby acknowledge on behalf of yourself, your heirs, personal representatives and/or assigns, that there are certain inherent risks and dangers association with the Travel Experience.

You acknowledge that some of these risks can occur suddenly and cannot be eliminated regardless of the care taken to avoid injuries. You also acknowledge that the specific risks vary from one activity to another, but range from (1) minor injuries such as scratches, bruises, and sprains; (2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, stroke and concussions; and (3) catastrophic injuries including paralysis and death.

Certain activities will be hosted by third-party companies. At all times, You shall comply with all stated and customary terms, posted safety signs, rules, and verbal instructions given to You by the Travel Guide team, or employees or agents of hired third party companies. Should You ignore instruction, posted safety signs, rules, verbal instructions, or the law, You are doing so at your own risk and assume all injury and damages to Yourself and others. Furthermore, You agree to assume full responsibility for any and all injuries, damages, and losses (including personal property) which are sustained or aggravated by You in relation to the Travel Experience.

You declare yourself to be both physically sound and healthy, and do not suffer from any condition, impairment, disease or any illness that would prevent your participation in any of the Travel Experience activities, including walking, hiking, biking. You are not aware of any medical condition that would render You unfit to participate in the Travel Experience. You will notify the Travel Guide immediately of any change in medical condition, including pregnancy. Furthermore, You agree that if you experience any symptoms such as shortness of breath, chest pain, unusual fatigue, dizziness or fainting, or extreme pain, whether or not You are under direct supervision of a representative of

Travel Guide, You will immediately cease the activity and inform a representative of Travel Guide of your symptoms. You agree to let the Travel Guide know if You have any physical or mental injuries, limitations, or restrictions, including dietary requirements and allergies, and to be mindful at all times of your body's capabilities during the Travel Experience. You authorize any representative of Travel Guide to obtain emergency medical treatment for You, including transportation to a hospital, urgent care, or other medical facility.

In consideration of being allowed to participate in and access the Travel Experience, You (1) agree to assume full responsibility for any and all injuries or damage which are sustained or aggravated by your in relation to the Travel Experience, and (2) release, indemnify, and hold harmless Travel Guide, its direct and indirect parent, subsidiary affiliate entities, and each of their respective officers, directors, members, employees, representatives and agents, and each of their respective successors and assigns and all others, from any and all responsibility, claims, actions, suits, procedures, costs, expenses, damages, and liabilities to the fullest extent allowed by law arising out of or in any way related to participation in the Travel Experience.

<u>FORCE MAJEURE:</u> In rare instances, events beyond the reasonable control of Travel Guide will occur, including not limited to Acts of God or 'Force Majeure' (including fire, flood, earthquake, storm, hurricane, or other natural disaster); war; strikes or labor disputes; disease; government regulation or advisory; civil disturbance in the surrounding area; terrorism or threats of terrorism; unreasonable or extreme inclement weather; or any other causes reasonably beyond the parties' control, making the Travel Experience impracticable to perform, illegal, or posing a risk to Travel Guide, You, or other attendees. In this case, Travel Guide does not accept any liability for cancellations, delays, or changes.

Travel Guide is further not responsible for technical problems to third-party transport, third-party staff cancellations, unforeseen changes in your personal circumstances, or other events beyond reasonable control.

MISCELLANEOUS:

AMENDMENTS: Travel Guide reserves the right to make changes to the itinerary as necessary (e.g., wine-tastings, workshops, cooking classes or other arrangements. In such an event, Travel Guide will use best efforts to provide comparable accommodations. If a significant change becomes necessary, You will be informed as soon as reasonably possible.

ACCESSIBILITY AND ACCOMMODATIONS: Locations for events may vary, but may include vineyards, wineries, backyards, private homes, event centers, and other local overseas businesses. You understand that these locations may be remote and include walking over rough terrain; it is highly suggested that You wear appropriate attire and shoes. Additionally, if You require handicap accommodations or have mobility restrictions, please notify the Travel Guide as soon as possible.

<u>COMPLAINTS:</u> If You have a problem during the Travel Experience, please inform the Travel Guide immediately who will endeavor to put things right. Note that Travel Guide is not responsible for the individual behavior of any group member or other guest sharing your accommodation.

PRIVACY POLICY: Travel Guide does not share any customer details, including personally identifiable information with any third parties. Any personal information that You provide will be used only for Travel Experience purposes - administration purposes of the site system and in the compilation of statistics used by Travel Guide to assess the use of the site. This Privacy Policy does not cover the links within this site linking to other sites.

PHOTO RELEASE: You authorize Travel Guide to use photographs and videos of You and or your property, and authorize them and their assignees, licensees, legal representatives, and transferees to use and publish (with or without your name) photographs, pictures, portraits, videos, or images in any and all forms and media and in all manners, including composite images or distorted representations, and the purposes of publicity, illustration, commercial art, advertising, publishing (including publishing in electronic form in advertisements or internet websites), for any product or services, or other lawful uses as may be determined by the photographer or Travel Guide. You further waive any and all rights to review or approve any uses of the images, any written copy or finished product.

<u>CODE OF CONDUCT:</u> Travel Guide are committed to providing an environment that is free from disrespectful and offensive behavior. Accordingly, harassment and discriminatory behavior amongst attendees, and/or continued disruptive or incendiary behavior will result in immediate expulsion from the Travel Experience.