

## TOUR OPERATOR BOOKING AGREEMENT

BEFORE BOOKING A TOUR WITH US, please review the terms of this Tour Operator Booking Agreement (this “Agreement”) as it constitutes a legally binding agreement between any traveler who books or for who which travel is booked on behalf of (“Tourist”) and Brave Nu Ventures, LLC (“Brave Nu”) and governs any trip booked with us (a “Tour”) on our site. If you have booked or confirmed a booking for any other traveler, then they will be subject to the terms of this Agreement by participating in any of Brave Nu’s tours or receiving any booking services from Brave Nu and are also included in the definition of Tourist.

By booking a tour with Brave Nu, Tourist agrees to be legally bound without limitation, qualification, or change and to abide by this Agreement. You should also read our Privacy Policy and Website Terms of Use which governs your use of our website (the “Site”) and is referenced in this Agreement. You also must sign the Release Waiver and Waiver of Liability (“Release”) and provide all other required documentation in advance of a Tour. If you do not agree with any part of this Agreement, you should not book a tour with Brave Nu. Brave Nu reserves the right, in its sole discretion, to amend, modify, or alter this Agreement at any time by posting the amended terms on this Site. Any amended terms shall be effective from and after the date that they are posted on the Site. Additional terms may apply when you book certain services on our Site.

This Agreement is made effective on the date (the “Effective Date”) which Tourist acknowledges and accepts its terms by booking a trip with Brave Nu. Tourist’s further affirmatively assents to the terms contained herein by Tourist’s clicking “I Accept” or by booking a tour with Brave Nu. Tourist and Brave Nu are sometimes collectively referred to herein as the “Parties” and individually as a “Party”.

### GENERAL TERMS.

- I.1. **Booking Confirmation.** Finalization of your Tour is subject to receipt of a booking confirmation from Brave Nu providing you with information about your Tour, payment details and other pertinent information.
- I.2. **Tour Accommodations.** Unless otherwise specified in the travel itinerary provided by Brave Nu (“Booking Package”), then the Tour includes only the transportation, accommodations, activities, meals, and drinks (“Tour accommodations”) expressly provided in the Booking Package. Anything not expressly listed or included in the Booking Package is not part of the Tour or included in Brave Nu’s services. Additionally, all of Brave Nu’s Booking Packages expressly exclude flights, transportation to/ from the Tour destination, visa and/or passport fees, vaccinations, travel insurance, Supplemental Activities (defined below), or other personal expenses. Brave Nu also reserves the right to make corrections to or update any itinerary (including but not limited to activities, meals, and transit) to reflect updates due to: (i) the errors and omissions of Brave Nu, (ii) changes in availability of activities or accommodations, (iii) changes in weather, (iv)

changes in the appropriateness of an activity or accommodation, (v) local constraints, (vi) weather, (vii) unforeseen circumstances, and (viii) changes made in the costs for Tour packages due to any of the aforementioned. Brave Nu will notify Tourist accordingly at its soonest opportunity of any required change.

- I.3. Supplemental Activities.** Brave Nu may and does regularly both offer, promote and recommend, supplemental activities and upgrades (“Supplemental Activities”) which may result in additional costs or other supplemental charges. Additionally, Brave Nu may and does regularly receive such request from other travelers who are on the same Tour as Tourist. Supplemental Activities that are not included in the Booking Package are subject to additional costs which will be provided to Tourist by Brave Nu when Tourist makes the request. No Supplemental Activity is final, forms part of the Tour, or this Agreement, unless confirmed in writing by Brave Nu. Brave Nu will try to try to accommodate each request for supplemental activity, however Brave Nu reserves the right to decline any request as needed for the efficient administration of the Tour, the Tour and remaining activities.
- I.4. Price and Payment.** Prices for all Tours and packages are based off actual and prospective rates for accommodations and Brave Nu’s services at the time of booking. In connection with facilitating your Tour, Brave Nu will charge your method at the intervals specified in this Agreement for the services provided by Brave Nu unless paid in full by Tourist at the time of booking. If any price increase occurs due to changes to third party vendor price increases, inflation, foreign exchange rates, and other factors, Brave Nu may impose corresponding surcharges at the time of final payment. Brave Nu also reserves the right to make corrections to any pricing errors made in the costs for Tour packages and will notify Tourist accordingly at its soonest opportunity of any such discrepancies.
- I.5. Installment Plans and Payment Schedules.** For any Tours not paid for in full at the time of booking, Tourist agrees to pay a deposit (the “Deposit”) amount equal to 25% of the price of the Tour package. Further, Tourist understands and agrees that the Deposit (or the amount equal to 25% of the Tour package if Tourist has paid for the entire trip with no installment plan) is non-refundable in the event that Tourist cancels the Tour for any reason. Tourist agrees to pay installments on or before the trip milestones below:

Deposit\* = 25% of Trip Cost Due

90 Days Prior = 50% of Trip Cost Due

60 Days Prior = 75% of Trip Cost Due

30 Days Prior = 100% of Trip Cost Due

**\*TOURIST EXPRESSLY AGREES THAT THE DEPOSIT IS NON-REFUNDABLE AND REPRESENTS THE REASONABLE SUM FOR BRAVE NU’S ADMINISTRATIVE COSTS, BOOKING EXPENSES, AND OTHER FEES ASSOCIATED WITH PRE-ARRANGMENT FOR THE TOUR AND OPERATIONS.**

- I.6. **Booking Details.** Tourist must provide all requested details at the time of booking requested by Brave Nu in order to book Tour. Such details shall include and may not be limited to full name as per passport, date of birth, nationality, and any pre-existing medical conditions or allergies you have which may affect Brave Nu’s ability to complete travel arrangements without limitation. Tourist hereby represents and warrants the accuracy of the requested details Tourist will submit to Brave Nu. Brave Nu reserves the right to cancel any trip and assign such spot to the next eligible traveler on the Waitlist without any refund owed to Tourist, if all requested information is not provided within 30 days of the trip start date (or at the time of booking if purchased less than 30 days prior to the trip start date).
- I.7. **Health and Fitness.** By booking a Tour with Brave Nu, Tourist represents neither Tourist nor anyone Tourist books the Tour on behalf of has any illness, physical or other conditions that would create a hazard for Tourist or others participating in the Tour. Health screens may be conducted by third parties in conjunction with the planned itinerary provided by Brave Nu. Brave Nu reserves the right to cancel any Tour for which Tourist poses a safety or health risk to itself or other travelers.
- I.8. **Hotels, Lodging & Transportation.** Brave Nu does not book any hotel, lodging, flights, taxi, ride-share, or other transportation services on behalf of Tourist unless specifically referenced in Tourist’s booking package. Tourist understands and agrees that Tourist shall be solely responsible and liable for arranging hotel, lodging, flights, taxi, ride-share, or other transportation services to and from tour destinations unless specifically agreed to by Brave Nu in Tourist’s booking package.
- I.9. **Adherence to Rules.** Tourist agrees to abide by the terms or conditions, rules and regulations, and terms of purchase imposed by any third-party provider (the “Third Party Provider”) for which Brave Nu books an accommodation on behalf of Tourist, including, but not limited to, payment of any amounts when due and compliance with the Third-Party Providers rules and restrictions regarding availability and use of fares, products, or services. Tourist further understands that any violation of any such Third-Party Provider's conditions of purchase may result in cancellation of Tourist’s reservation(s) or purchase(s), and being denied access to any accommodation or in the forfeiture of any monies paid for such reservation(s) or purchase(s).

Tourist agrees that Brave Nu will not be liable for any injury, loss, claim, damage, or any special, exemplary, punitive, indirect, incidental or consequential damages of any kind, which arises out of or is in any way connected with the performance or non-performance of any Third-Party Provider.

- I.10. **Travel Documentation.** Tourist shall be solely responsible for ensuring that Tourist has obtained all appropriate legal documentation, required visas, permits, identifications, vaccinations, proof of vaccinations, certifications and the like before the Tour. Tourist

acknowledges and agrees that Brave Nu will have no responsibility to ensure that Tourist complies with all necessary travel requirements.

- I.11. **Refund Policy.** Tourist acknowledges and agrees that Tourist is solely responsible for maintaining the self-directed Tour itinerary as organized by Brave Nu on behalf of Tourist. In the event Tourist opts to change accommodations or make any changes to third party activities or services organized and paid for by Brave Nu on behalf of the Tourist, such changes by Tourist shall not constitute grounds for a refund. Additionally, if Tourist cannot or opts not to proceed with the tour itinerary for any reason, including reasons of health, inclement weather, fatigue, etc., such circumstances shall not constitute grounds for a refund. Any refund requests are subject to the following:
- (a) A cancellation will only be effective when Brave Nu receives written confirmation of the cancellation from Tourist by email to Brave Nu at [admin@bravenu.travel](mailto:admin@bravenu.travel).
  - (b) Request for cancellations received by Brave Nu 91 day or more days before departure are entitled only to a refund of 75% of the cost of the Tour which may be applied as a Travel Credit on Tourist's account that can be transferred to another trip. The remaining cost of the Tour is non-refundable.
  - (c) Request for cancellations received by Brave Nu 61-90 days before departure are only entitled to a refund of 50% of the cost of the Tour which may be applied as a Travel Credit on Tourist's account that can be transferred to another trip. The remaining cost of the Tour is non-refundable.
  - (d) Request for cancellations received by Brave Nu 31-60 days before departure are only entitled to a refund of 25% of the cost of the Tour which may be applied as a Travel Credit on Tourist's account that can be transferred to another trip. The remaining cost of the Tour is non-refundable.
  - (e) Request for cancellations received by Brave Nu 30 days or less before departure: 0% of the cost of the Tour is refundable and Brave Nu will retain the entire balance of the cost of the Tour.
- I.12. **Travel Credits.** Tourist expressly acknowledges and agrees that any Travel Credit issued to Tourist by Brave Nu will expressly and automatically expire, without the possibility of refund, two years from the earlier of either (i) the date that Tourist notifies Brave Nu Tourist it wishes to cancel its Tour in accordance with Section 1.11(a), or (ii) the date of the missed Tour. Brave Nu expressly reserves the right to deduct any actual ongoing, maintenance and administrative costs associated with any unused Travel Credit (such as bank fees associated with storing funds) from the balance of Tourist's account.
- I.13. **Third Party Cancellations.** Tourist acknowledges and agrees that if any third party (including any Third-Party Provider) through which Brave Nu has booked certain accommodations on behalf of Tourist, cancels such accommodation and does not return

the fees paid by Brave Nu for Tourist in advance, then Tourist will release and hold Brave Nu harmless from liability with respect to such fees.

- I.14. **Travel Insurance Disclaimer.** Although not required, Brave Nu urges Traveler to procure a travel insurance policy that covers changes which may occur, especially those due to unforeseen events, such as, a policy that includes “cancel for any reason”. Recommended travel insurance should provide coverage against personal accident, death, medical expenses and emergency evacuation, cancellation, curtailment, personal liability, loss of luggage and personal effects, evacuation, and repatriation.
- I.15. **Chargebacks & Frauds.** Any chargebacks made and information supplied by Tourist in violation of the terms of this Agreement will be deemed a material breach of this Agreement by Tourist for which Brave Nu will defend and or prosecute. Tourist acknowledges and agrees that such activity may also serve as the basis for fraudulent activity which Brave Nu may have to report to respective authorities.
- I.16. **Taxes.** Taxability and the appropriate tax rate and the type of applicable taxes may vary greatly by location of Tour and related activities and will not be paid for by Brave Nu on behalf of Tourist.
- I.17. **Minor Children.** Brave Nu does not permit children under 18 years of age are on any tour.
- I.18. **Governing Law, Arbitration and Venue.** This Release and Waiver of Liability agreement will be governed by and interpreted in accordance with the laws of the State of Georgia, without giving effect to the principles of conflicts of law of such state. I agree that any dispute or controversy arising under or in connection with this Release and Waiver of Liability shall be settled exclusively by arbitration in accordance with the rules of the American Arbitration Association then in effect, and located in Fulton County, Georgia. Judgment may be entered on the arbitrator's award in any court having jurisdiction.
- I.19. **Subcontractors.** Tourist acknowledges and agrees that Brave Nu may, at its sole discretion, use subcontractors and consultants to perform some of the Services to be provided under this Agreement.
- I.20. **Force Majeure.** Neither Party shall be liable hereunder for any failure or delay in the performance of its obligations under this Agreement, except for the payment of money, if such failure or delay is on account of causes beyond its reasonable control, including civil commotion, war, fires, floods, accident, earthquakes, inclement weather, telecommunications line failures, electrical outages, network failures, governmental regulations or controls, casualty, strikes or labor disputes, terrorism, pandemics, epidemics, local disease outbreaks, public health emergencies, acts of God, or other similar or different occurrences beyond the reasonable control of the Party so defaulting or delaying in the performance of this Agreement, for so long as such force majeure event

is in effect. Each Party shall use reasonable efforts to notify the other Party of the occurrence of such an event within 5 business days of its occurrence.

- 1.21.** Brave Nu may revise this Agreement at any time by updating this Agreement and posting it on the Site and notifying you of such changes affecting your future rights.
- 1.22. Click & Electronic Signature.** An executed signature page delivered via electronic signature shall be deemed as effective as an original executed signature page.
- 1.23. LIMITATION OF LIABILITY; ACTIONS.**

IN NO EVENT SHALL BRAVE NU BE LIABLE UNDER THIS AGREEMENT TO TOURIST FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, STATUTORY, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN. SUBJECT TO THE TOURIST'S OBLIGATION TO PAY THE FEES TO THE BRAVE NU, BRAVE NU'S ENTIRE AGGREGATE LIABILITY FOR ANY CLAIMS RELATING TO THE TOUR, IT'S SERVICES OR THIS AGREEMENT ITSELF SHALL NOT EXCEED THE FEES PAID OR PAYABLE BY THE TOURIST TO THE BRAVE NU UNDER THIS AGREEMENT THIS SECTION SHALL SURVIVE THE TERMINATION OF THE AGREEMENT.

NO ACTION SHALL BE BROUGHT FOR ANY CLAIM RELATING TO OR ARISING OUT OF THIS AGREEMENT MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF SUCH CAUSE OF ACTION, EXCEPT FOR MONEY DUE ON AN OPEN ACCOUNT.

**I AFFIRM THIS AGREEMENT AS IF A WRITTEN SIGNED ORIGINAL HEREBY ON THIS DAY I SET FORTH MY HAND AND SEAL.**

**RELEASE AND WAIVER OF LIABILITY**

WHEREAS, Brave Nu Ventures, LLC ("Company") is the operator of self-guided tours and curated travel experiences, (the "Activities") and is willing to permit the individuals (the "Invitees") signing this Agreement to participate in the Activities, upon the terms and conditions of this Agreement.

In consideration for being provided the ability to participate in the Activities, each person signing below hereby stipulates and agrees:

**Article II. ASSUMPTION OF RISK.** I understand and acknowledge that the Activities I want to participate in may be dangerous depending on my unique health condition, condition of the terrain, weather, type of Activities, geographic location of the Activities, and all other or any aspects of the Activities in general, and may involve the risk that I will sustain injury (regardless of the seriousness), sustain property damage, theft, loss or vandalism, face dangerous situations. I understand that the Activities may not be supervised and that the

Company does not provide medical services. I VOLUNTARILY AND FREELY ASSUME ALL RISKS AND DANGERS THAT MAY OCCUR PURSUANT TO MY PARTICIPATION IN ACTIVITIES.

**Article III. RELEASE FROM LIABILITY.** I hereby agree, on behalf of myself, my heirs and my personal representatives, to fully and forever discharge and release Company and its affiliates, and their respective partners, agents, operators, managers, employees, and representatives (“Released Parties”) from any and all claims I may have or hereinafter have for any injury, temporary or permanent disability, death, damages, liabilities, expenses and/or causes of action, now known or hereinafter known in any jurisdiction in the world, attributable or relating in any manner to my participation in the Activities, whether caused by the negligence of the Company or any of the Released Parties or by any other reason. I acknowledge and agree that this Release and Waiver of Liability for a Potentially Dangerous Activities is intended to be, and is, a complete release, as much as allowed by law, of any responsibility of the Released Parties for all personal injuries, temporary or permanent disability, death, and/or property damage sustained by me while participating in the Activities.

**Article IV. COVENANT NOT TO SUE.** I agree, for myself and all my heirs, not to sue the Released Parties or initiate or assist in the prosecution of any claim for damages or cause of action against the Released Parties which I or my heirs may have as a result of any personal injury, death or property damage I may sustain while participating in the Activities.

**Article V. INDEMNIFICATION.** I hereby agree to defend, indemnify and hold harmless Company and the Released Parties from and against any third-party losses, damages, actions, suits, claims, judgments, settlements, awards, interest, penalties, expenses (including reasonable attorneys’ fees) and costs of any kind for any personal injury, loss of life or damage to property sustained by reason of or arising out of my participation in any Activities.

**ARTICLE VI. MEDICAL TREATMENT RELEASE.** I hereby authorize the Company to secure, and I consent to, any medical treatment that may be given to me should the Company determine, in its sole discretion, that I need medical care, as a result of my participation in the Activities. I accept full responsibility for all costs related to my medical treatment, including any transport costs, and I release all parties involved from any type of liability for anything that may happen during my treatment or transport.

**Article VII. RESPONSIBILITY FOR PERSONAL PROPERTY.** I acknowledge and agree that I am fully and solely responsible for any of my property and personal belongings that I use during the Activities, and that the Company will not be responsible for or provide any security for my property and personal belongings.

**Article VIII. NO REPRESENTATIONS BY COMPANY.** I acknowledge that Company makes no representation as to the safety of the Activities. I acknowledge and agree that I am not relying upon any representation or statement by the Company or the Company’s employees, agents,

sponsors, or representatives regarding this agreement or Activities, except to the extent such representations are expressly set forth in this agreement.

**Article IX. GOVERNING LAW, ARBITRATION AND VENUE.** This Release and Waiver of Liability agreement will be governed by and interpreted in accordance with the laws of the State of Georgia, without giving effect to the principles of conflicts of law of such state. I agree that any dispute or controversy arising under or in connection with this Release and Waiver of Liability shall be settled exclusively by arbitration in accordance with the rules of the American Arbitration Association then in effect, and located in Fulton County, Georgia. Judgment may be entered on the arbitrator's award in any court having jurisdiction.

**Article X. WAIVER.** No waiver of any term or right in this Release and Waiver of Liability agreement shall be effective unless in writing, signed by an authorized representative of the waiving party. The failure of any party to enforce any provision of this agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision of this agreement thereafter.

**Article XI. SURVIVAL.** Any provision of this Release and Waiver of Liability agreement providing for performance by either party after termination of this agreement shall survive such termination and shall continue to be effective and enforceable.

**Article XII. COMPLIANCE WITH LAWS.** In the performance of the terms of this Release and Waiver of Liability agreement and participation of Activities, I shall comply with all applicable federal, state, regional and local laws, rules and regulations.

**Article XIII. SEVERABILITY.** If any provision or portion of this Release and Waiver of Liability agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.

**Article XIV. ENTIRE AGREEMENT; MODIFICATION; BINDING EFFECT.** This Agreement is the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreement or communications between the parties, whether written, oral, electronic, or otherwise. No change, modification, amendment, or addition of or to this agreement shall be valid unless in writing and signed by authorized representatives of the parties. This agreement shall be binding upon and inure to the benefit of the successors, assigns, and legal representatives of the parties.

**Article XV. Click & Electronic Signature.** An executed signature page delivered via electronic signature shall be deemed as effective as an original executed signature page.

I HEREBY ACKNOWLEDGE THAT I HAVE FULLY READ AND UNDERSTAND EACH OF THE ABOVE PROVISIONS AND THAT I UNDERSTAND I AM GIVING UP SIGNIFICANT LEGAL RIGHTS ON MINE, INCLUDING THE RIGHT TO SUE THE COMPANY. I ACKNOWLEDGE THAT PRIOR TO SIGNING THIS AGREEMENT I HAD THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY TO REVIEW THIS



AGREEMENT. I AM AT LEAST EIGHTEEN (18) YEARS OF AGE AND FULLY COMPETENT, AND I EXECUTE THIS AGREEMENT VOLUNTARILY AND FOR ADEQUATE CONSIDERATION INTENDING TO BE FULLY BOUND.

**TOURIST**