

HINOKI TRAVELS

BOOKING TERMS & CONDITIONS

Read this agreement thoroughly and carefully before booking a trip with us. It is a binding agreement.

Agreement: Anyone wanting to make a booking must complete this Booking Terms & Conditions, our Liability Waiver, Assumption of Risk and Indemnification Agreement and, if required, a medical statement or certification. The terms and conditions set forth in this agreement constitute the entire understanding and agreement between you, the trip participant (“Participant”), and Hinoki Travels (“Hinoki”) with respect to any and all bookings, tours or transactions made with Hinoki Travels. In consideration of being permitted to participate in a trip organized and arranged and/or provided by Hinoki Travels (referred to herein as “trip” or “tour”), I hereby acknowledge, and agree to the following terms and conditions:

All bookings are made with Cedar & Hinoki, LLC (dba Hinoki Travels) (“Hinoki Travels,” “we,” or “us”), which is the owner of all of its advertised itineraries. By booking a trip with us, paying a deposit or signing this agreement, you accept all of the terms in this agreement on your own behalf and on behalf of all persons participating in the trip, including any minor under your custody, care or control (“Minor” or “Child”) (individually, “Participant,” and collectively, “Participants”), and direct us to perform services for each and every Participant.

All Participants must be 18 years of age or older to travel with Hinoki Travels unless they are accompanied by an adult.

Should you participate on a trip without signing our required documentation, including this agreement and our Liability Waiver, Assumption of Risk and Indemnification Agreement, your participation on the trip shall constitute your agreement to all of the terms and conditions in both agreements.

Deposits and Final Payment: If you are participating in a custom trip, a non-refundable trip design fee ranging from \$300-1100, depending on trip duration, (“Trip Design Fee”) is required at the time of inquiry, and a deposit of 30% of the trip cost is required at the time of booking (“Custom Trip Deposit”). Final payment of the trip cost is due 60 days prior to departure. If your booking is made within 60 days of departure, the entire tour cost must be paid when we confirm the custom trip with you.

If you are participating in a small group trip, you must pay a non-refundable deposit at the time of booking (“Group Trip Deposit”). The specific amount of the Group Trip Deposit and payment schedules for small group trips will be provided to you with the trip itinerary at the time of booking.

Deposits under this Agreement, whether a Custom Trip Deposit or Group Trip Deposit, are encompassed by the term “Trip Deposits” in this Agreement.

Our administration costs, i.e., our Trip Design Fee and the Trip Deposits, are not refundable because of the work involved in planning, organizing, and verifying the trip feasibility whether or not you book the trip. These are costs that we cannot recuperate, again because of the time and materials already invested in your trip.

Payments may be made by credit card or bank transfer. If you pay your deposit by bank transfer, we cannot confirm your reservation until your payment has cleared the bank. We will not be responsible or liable for deposits, payments, policies or penalties for other services not included, such as airline tickets, separate hotel reservations, or other items handled by you and not through us.

Cancellations by You and Unused Services (no refunds): Any cancellations by you will result in the loss of your deposit and other monies paid to us for your trip, which are all non-refundable. We cannot make any exceptions to this refund policy. For this reason, we strongly recommend you have comprehensive travel insurance for every traveler within your group that includes trip cancellation/interruption coverage to help protect your financial investment in the trip. More information about our cancellation policy appears below, which we urge you to read carefully.

To cancel your booking, you must submit your request to us in writing by email.

No refunds will be provided for any unused portion of a tour once the tour begins, including early departures, late arrivals, missed days of your itinerary, or if you leave a tour for any reason (e.g., due to quarantine) or have to be removed from a tour. There are no exceptions to this cancellation and refund policy, including for reasons related to weather, terrorism, civil strife, personal, family or medical emergencies or any other circumstances beyond our control. For this reason, we strongly encourage you to purchase trip cancellation and interruption insurance.

Changes by You Prior to the Departure Date (Custom Trips): Change requests to our itineraries can be very disruptive. If you request to change your trip dates or alter your itinerary after we confirm your booking but before your trip’s departure date, we will consider whether we can reasonably accommodate your request without any disruption to the trip or trip economics. If we are able to make such changes, a change fee will be applied. (The type and scope of change dictates the amount of the change fee. Our outside suppliers, including hotels, often impose additional fees or penalties for changes and cancellations. These are included in the change fee and can be substantial.)

It is within our sole discretion whether to accommodate a change request or not, as a number of factors influence whether we are able to make changes after booking. We do not accept change requests to our itineraries for small group trips.

If you decide not to participate in a trip, whether due to governmental warnings or advisories, fear of travel, fear of illness or for any other reason, it will be deemed a cancellation by you. In the event you have to cancel the trip because you have contracted Covid-19 (which includes all virus variants directly related to the SARS-

COV-2 novel coronavirus, hereinafter referred to as “Covid-19”), test positive for Covid-19, or have been in close proximity to someone who tested positive for Covid-19 fourteen days before the trip’s departure which prevents you from participating in the trip, Hinoki Travels will make best efforts to enable you to reschedule your trip to a later date or, within its sole discretion, offer a comparable alternative trip at a later date; however, in the event you are unable to reschedule your trip under such circumstances, the cancellation policy set forth herein will still apply.

Alterations or Cancellation by You After Commencement of Travel: Change requests to our itineraries for our custom private trips, before or during the trip, must be submitted in writing and may result in significant fee increases. To change your booking, you must send written notice to us by email. For any changes that we are able to accept, change fees may be applied per person according to the terms set forth in this agreement and your itinerary, based on the date we receive your written notification. We do not accept change requests to our itineraries for our small group trips at any time.

Upon receipt of your change request, we will forward any alteration that you request after your trip has commenced to our independent suppliers. You will be liable for any cancellation charges and/or change fees that may be imposed for the booking of revised arrangements and for all costs associated with such arrangements.

You acknowledge and agree that any changes to your booking or cancellation of services at any time, before or during the trip, by you may result in the loss of all monies collected from you and as otherwise described in this agreement. For this reason, we strongly recommend you have comprehensive travel insurance that includes trip cancellation/interruption coverage to help protect your financial investment in the trip.

Cancellations or Changes by Us and Flexibility: We reserve the right to cancel, alter or modify any tour without prior notice for the safety and/or comfort of our clients. You acknowledge that the amenities, accommodations, transportation, route, schedule, and itinerary may change without prior notice due to local circumstances or events, which may include mechanical breakdown, flight cancellations, illness, strikes, political disputes, weather, border crossing problems, and other unforeseeable factors. If, prior to departure, we make a significant change because of a problem with a supplier, we will, as soon as reasonably possible, notify you of available alternatives.

Hinoki Travels shall not be deemed to be in breach of these terms and conditions or otherwise be liable to you, by reason of delay in performance, or by non-performance, of any of its obligations hereunder as a result of any actions that it takes or does not take under this section and under this agreement.

If Hinoki Travels is forced to reschedule, substantially alter, postpone, or cancel your trip for any reason that is completely within its control, whether before or during your trip, we will let you know as soon as possible. In these circumstances, we may offer one or more of the following options within our discretion:

- i. Accept Hinoki Travels’ offer of a comparable replacement or alternative trip (offered at Hinoki’s sole discretion and subject to availability),
- ii. Receive a refund of all monies paid to Hinoki Travels less the Trip Design Fee and/or Trip Deposits, any unrecoverable costs, including but not limited to deposits that we

have made to our suppliers and any other out-of-pocket costs that we have incurred in organizing your trip ; or

iii. Any other option that we in our sole discretion believe is a reasonable option.

No refunds under this paragraph will be provided due to cancellations or changes due to Force Majeure (defined below).

When accepting an offer for a replacement or alternative trip:

i. If the cost is lower than the price of your original trip, you will receive a refund for the difference in cost.

ii. If the cost of the replacement trip is equivalent or higher than your original trip, you will be responsible for the price difference between your original trip and the replacement trip.

If we expressly cancel your trip (versus altering, modifying, postponing, or rescheduling it), we may use reasonable endeavors to reimburse you for any payments that you have made reduced by 1) any and all non-refundable deposits and cancellation fees that we have paid to suppliers and other third parties to provide components of your tour (in many cases it is not possible to obtain refunds from suppliers once we have forwarded deposits for your tour to them), and 2) the Trip Design Fee. In great part for reasons of this nature, we strongly recommend you obtain travel insurance as explained elsewhere in this agreement. Note that if we alter, modify, postpone, or reschedule your tour or offer you a travel credit, such action does not constitute a “cancellation” of your tour by us.

Denial of Participation: Hinoki Travels reserves the right to deny participation in the trip to any Participant that Hinoki Travels, in its sole discretion, judges to be incapable of meeting the rigors and requirements of the trip activities, violates these terms, or whose actions or deportment it judges unsuitable for group travel. During the trip, Hinoki Travels has the right in its sole discretion to remove anyone who it determines to detract from others’ enjoyment of the trip. The decision of the guide, host or local supplier is final on all matters that may threaten the safety or interfere with the well-being of others. Any costs resulting from being removed from a trip or being declined participation in a trip is at your expense.

Price Adjustments: The quoted tour price is based on tariffs, fees, airfares, and costs in effect at the time you sign this agreement. We reserve the right to increase the quoted price after booking if inflation, costs of fuel, labor or materials, airfares, supplier costs, currency exchange rates, tariffs, government fees, and admission charges change. You agree to and will pay for any price increase.

Responsibility: Hinoki Travels acts only as an intermediary for the various independent suppliers that provide lodging, meals, transportation, sightseeing, activities or other goods and services connected with your tour (“Supplier” or “Suppliers”). You acknowledge that you are aware and clearly understand that these Suppliers are independent contractors, are not managed by Hinoki Travels, and are not agents or employees of Hinoki Travels. A Supplier’s services are subject to the Supplier’s own

terms and conditions and the local laws and regulations of the relevant country. We will not provide any refund for a Supplier's delay, cancellation, overbooking, or strike. You acknowledge and agree that Hinoki Travels is not responsible for and cannot be held liable for any negligent or willful act or failure to act of any Supplier, or of any other person or entity.

To the extent there is a conflict between this Liability Waiver and our Booking Terms & Conditions (collectively, "Terms") and any third-party waivers and terms and conditions as they relate to you and Hinoki Travels, our Terms prevail and supersede the third-party waivers and terms and conditions.

Force Majeure: Hinoki Travels will not be deemed in breach of this agreement or otherwise liable to you, by reason of delay in performance or nonperformance of any of its obligations under this agreement to the extent that any such delay or nonperformance is due to any Force Majeure. "Force Majeure" means any circumstances beyond the reasonable control of Hinoki Travels, including but not limited to, acts of God, terrorist activities, insurrection, explosion, flood, tempest, forceful wind, typhoon, fire or accident, war or threat of war declared or undeclared, sabotage, civil disturbance, labor strikes, requisition, sickness, quarantine, pandemic, epidemic, diseases and viruses that are known, unknown or novel such as coronavirus/Covid-19 (including any spread thereof), foodborne, airborne, and communicable illnesses and disease, government intervention of any kind that affect domestic and/or international travel, government restrictions or warnings, diplomatic or health organization (e.g., World Health Organization) warnings, border closings, weather conditions, and unforeseen circumstances.

If Hinoki Travels and/or any of its Suppliers are affected by Force Majeure, they shall be entitled to, and may in their sole discretion, vary or cancel any itinerary or arrangement in relation to the tour. Regarding civil unrest, once Hinoki Travels has investigated the prevailing situation, as it deems fit, it shall remain in Hinoki's sole and absolute discretion whether to proceed with the tour.

In the uncommon situation where Force Majeure prevents, significantly hinders, or makes it impossible for us or our suppliers to provide the services including but not limited to your tour, we and/or our suppliers shall be entitled to, in our sole and absolute discretion, take one or more of the following steps: cancel, alter, modify, postpone, or reschedule any tour itinerary or arrangement, including tour dates and the entire tour itself. You understand and agree that we will not be able to pay you any compensation, costs, or expenses you incur as a result of Force Majeure. We regret that no refunds will be provided of the Trip Design Fee or the Trip Deposit if we take any of the preceding actions due to Force Majeure.

Travel Insurance: The tour price does not include travel insurance. Comprehensive travel medical insurance is a mandatory requirement for booking a spot on any of our small-group trips. We strongly recommend that you purchase comprehensive travel insurance that includes coverage for trip interruption and cancellation, baggage, accident/life, evacuation, repatriation and other expenses which might arise as a result of loss, damage, injury, delay or inconvenience occurring to you. You agree to assume all costs of medical care and transportation. As such, we may require that you purchase travel-related medical insurance if your current medical policy does not cover you

during your tour. We may require proof of coverage. Note that we shall not be responsible in the event that Participant's travel insurance does not cover Participant's claim(s) and makes no representations regarding what claims are or are not covered by Participant's travel insurance.

Trip cancellation insurance may be the only means of receiving reimbursement for flights and other non-refundable expenses should a Hinoki Travels trip be canceled, postponed, interrupted, rescheduled, for any reason, whether voluntarily by you or as a result of Hinoki Travel's actions or events/circumstances outside of Hinoki Travel's control. You are responsible for understanding the specifics of your travel insurance policy, ensuring that your policy covers all optional and included activities listed in the trip itinerary, and ensuring that there are no exclusion clauses (e.g., air delays due to mechanical issues) that would limit the coverage that you might reasonably need. If you have current health insurance coverage, check your insurance policy to see if it provides the coverage described above while traveling outside your country. It is your responsibility to verify your insurance policy details with your insurance provider to ensure that Hinoki Travel's requirements are satisfied.

You agree to assume all costs of medical care and transportation that is provided to you, and any minors traveling with you, during the trip. Please note that most companies offering travel insurance require the policy to be purchased within 14 days of the initial trip deposit or payment to any service provider in order to cover pre-existing conditions or to provide for "cancel for any reason" coverage.

Pre-Departure Documentation: It is important that you carefully read all trip-related documents that you receive from us as soon as you receive them. It is your responsibility to contact us if any information is incorrect. We cannot accept any liability if you do not notify us of any inaccuracies within 7 days of your receipt of those documents. This agreement, our Liability Waiver, Assumption of Risk and Indemnification Agreement and, if required, a medical statement or certification must be signed and submitted by you. If you fail to submit this and other necessary documentation 30 days prior to departure, we reserve the right to treat your booking as cancelled by you and impose the cancellation fees described in this agreement.

Optional Activities: During any Hinoki Travels trip, there may be opportunities to participate in activities or local events, which are not included in Hinoki Travel's packaged trip. Hinoki Travels makes no representations about the safety or quality of these activities and events, or the standard of the independent operator running it. If you decide to participate in these events, you do so voluntarily and should take precautions to ensure your own safety and you will arrange for payment directly with the supplier or independent operators of such activities, event or service.

Passports and Visas: You are responsible for ensuring that all necessary travel documents are valid and effective and in your possession for the entire tour. Required documents may include passports, visas, permits, and vaccination certificates. You assume complete and full responsibility for checking and verifying any and all passport, visa, vaccination, or other entry requirements. You are also solely responsible for any adverse consequences resulting from incomplete or defective documentation. While we may provide information or advice on matters such as visas, vaccinations, climate,

clothing, baggage, and special equipment in good faith as a courtesy to you, we are not responsible for any errors or omissions as to the information provided.

Hinoki Travels is not responsible for delays, changes, or cancellation costs due to incorrect, incomplete or expired traveler documents. In the event that you must cancel, delay or reschedule your trip due to expired or missing travel documentation, you are responsible for all associated costs to rectify the situation. If you are unable to join your trip, you will not be reimbursed or refunded any amounts as per the cancellation terms listed in this document.

Health Requirements and Medical Care: If you have a physical condition, dietary restrictions, or other conditions that will require special attention during the tour, you must inform us in writing when the booking is made. We may require a medical certificate if you have a special condition. We reserve the right in our sole discretion to accept, decline, or remove anyone from a tour (at arrival or during the tour) who we judge to be incapable of meeting the tour's physical demands.

Hinoki Travels strongly recommends that you check with the U.S. Centers for Disease Control and Prevention, or similar entity in your country, for up-to-date, destination-specific information related to food and water safety, infectious diseases, and other concerns. At your own cost and expense, you will meet with your doctor at least 8 weeks prior to your trip departure and obtain any and all vaccinations, inoculations, or prescribed medications as directed by your doctor and/or travel clinic for the areas visited, and provide written documentation thereof upon request and as needed for travel documentation.

Our suppliers reserve the right to conduct health screenings (e.g., temperature checks, questionnaires, and checks for observable signs and symptoms) and refuse travel to participants deemed symptomatic or likely symptomatic. If necessary, suppliers and/or government or health authorities also reserve the right to quarantine travelers with symptoms of infectious diseases aboard confined modes of transport such as ships, trains, etc.

Hinoki Travels does not tolerate drug use of any kind during our trips and strongly encourages responsible alcohol consumption. This policy is in place for your safety and those traveling with you. Hinoki Travels reserves the right, at its sole discretion and at your sole expense, to deny participation in an activity or in the remainder of any trip itinerary if you illegally or irresponsibly use drugs, alcohol or other banned substances during a trip.

Complaint Procedure: If you have a complaint during your tour, you must promptly notify Hinoki Travels and your tour leader of the problem so that we can attempt to remedy the situation. Further, if you attempt to address the problem on your own without using this notice procedure, you assume responsibility for any added costs you may incur and forfeit any potential refunds.

If you are not satisfied after using this notice procedure, you must submit your complaint in writing to Hinoki Travels within 14 days of the tour's end date. Hinoki Travels will not accept any liability for claims received after this period.

Compliance with Local Laws and Tour Etiquette: You must strictly comply with all local laws, respect local customs and culture, accurately assess your abilities, respect other trip members' privacy, and follow the suggestions and advice of any assigned guide. The decision of the local guide or local supplier is final on all matters that may threaten the safety or interfere with the well-being of others. During the tour, Hinoki Travels or the local guide/supplier has the right in its sole discretion to remove anyone a) who it judges to be incapable of meeting the demands and requirements of participating in the tour activities; or b) who it determines to detract from others' enjoyment of the tour.

Images Release: You agree that Hinoki Travels may use, re-use and reproduce any images, photos or videos that you send to us, or that are taken by our guides and/or other travelers of you individually or in a group, in any medium, including but not limited to print, electronic media, or Internet, free of charge and without your right to inspection, for promoting and publicizing our travel products and services worldwide. If you do not want us to use any images of you that are taken by us or other participants during the tour, you must inform us and your tour leader in writing at the start of the tour.

Limitation of Remedies: You agree that the sole remedy for any default by Hinoki Travels arising under this agreement shall be the return of the paid tour cost. To the maximum extent permitted under applicable law, Hinoki Travels shall not be liable for any special, consequential, indirect, incidental or other damages arising out of or in any way connected to this agreement, including lost profits, whether such damages arise in contract, negligence, tort, under statute, in equity, at law, or otherwise, even if Hinoki Travels has been advised of the possibility of such damages. You expressly waive any right you may have to recover such damages.

Severability: If any provision of this agreement shall be unenforceable or invalid under any applicable law, such unenforceability or invalidity shall not render the agreement unenforceable or invalid as a whole. Such unenforceable provision will be replaced with one that is valid and enforceable and which achieves, to the extent possible, the original objectives and intent of the original provision.

Successors and Assigns: This agreement shall inure to the benefit of and be binding upon Hinoki Travels and the Participant and their respective heirs, legal personal representatives, successors and assigns.

Updating of Terms and Conditions: Hinoki Travels reserves the right to update and/or alter these terms and conditions at any time. It is your responsibility to be familiar with these terms and conditions. The latest terms and conditions will be linked to in your itinerary webpage.

Validity of Electronic Signature: If signing electronically, I understand that a paper version of this agreement is available but I have voluntarily chosen to sign this document electronically. I understand that I will receive a link where I can view, print and download a Portable Document Format (PDF) version of this agreement after it is signed at the email address I have provided. To view the PDF document, I understand that I will need software that enables me to receive and access PDF files. In order to

print and retain a copy of the agreement, I understand that I will need access to a printer. I understand that I may withdraw my consent to receive communications in electronic form by contacting us by email .

Binding Arbitration: I agree that any dispute concerning, relating, or referring to this agreement, Hinoki Travels' tour links or any other materials that concern my tour, the tour itself, or any claim for damages due to property injury, bodily injury or death which occurs during or in connection with my tour, shall be resolved exclusively by binding arbitration. The binding arbitration shall take place in Traverse City, MI, USA, in accordance with the rules of the American Arbitration Association. Such proceedings will be governed by substantive (but not procedural) Michigan law. The arbitrator and not any federal, state or local court or agency shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, conscionability, or formation of this contract, including but not limited to any claim that all or any of this contract is void or voidable.

Merger: This Agreement is the final, complete and exclusive statement of the parties' agreement on the matters contained in this agreement. It supersedes all previous negotiations and agreements.

I have read this entire agreement, and I am signing it freely. I understand that this is a legally binding contract. No other representations concerning the legal effect of this document have been made to me. My signature applies to all pages of this agreement. If signed electronically, I agree that my electronic signature is valid and legally binding.

Signature: _____

Print Name: _____

Date: _____

Parents and/or Legal Guardians must sign for participants under the age of 18

Signature of Minor Participant's Parent/Guardian

Date

Print Name of Participant's Parent/Guardian

Signature of Minor

Date

Print Name of Minor