



NADA'S ITALY TERMS & CONDITIONS

By checking the box on the online Trip Registration Form, you, the traveler, (hereinafter “you” and “your”) hereby affirm and represent that you have completely read and understood all the Terms & Conditions, a copy of which is attached hereto (hereinafter referred to as “Terms & Conditions”), of the Nada’s Italy trip package (hereinafter referred to as the “Trip”) you have requested to register for. You hereby accept and agree to the stated Terms & Conditions included in this document, which may be amended from time to time in Nada’s Italy’s sole discretion and which also apply to any and all additional services associated with this Trip.

1. PARTICIPATION REQUIREMENTS: You must be in good physical condition to participate in this Trip. You must be able to sustain extended walking and standing, as well as uphill and downhill climbing, among other physical activities. If you are not interested in some of the scheduled activities, you may plan a different activity at your own expense. If you are taking prescription medication, please make sure you have enough before leaving. Any pre-existing physical, mental, or emotional disability that may require attention or special treatment must be reported in writing prior to the Trip. Nada’s Italy reserves the right to accept or decline a traveler from participating in a Trip, and to expel a traveler from a Trip at any time. A traveler who is expelled or otherwise fails to comply with this section shall not be entitled to any refund whatsoever. In addition, Nada’s Italy assumes no responsibility and you agree not to sue Nada’s Italy for any physical, mental or emotional disability or injury or illness incurred during or after the Trip.

2. COMMUNICATION: Please provide a valid email address and current contact information. Nada’s Italy will be sending out notices and information, most of which will be sent by email, including payment receipts, invoices, hotel information, and other reminders. It is your responsibility to notify Nada’s Italy of any email or physical address changes. All your personal information, address, emergency contact numbers, Trip Registration Form & Agreement, arrival information, etc., need to be received by Nada’s Italy prior to the Trip. Your personal information is strictly confidential and will not be shared with anyone other than Nada’s Italy authorized staff or service provider. You can review our Privacy Policy on www.nadasitaly.com or request it by email. Nada’s Italy Terms & Conditions may change anytime with or without notice.

3. CHANGES IN TRIP PRICE: All quoted prices are subject to changes based on Euro dollar/US dollar exchange rate, until final balance is paid. Once the final balance has been paid, the price is locked, regardless of exchange rate fluctuations. Variations in price will be made only if Euro value increases 5% or more from the time of booking to the time your balance is due. Any variations in price, which may or may not increase your balance, will be communicated to you by email and/or by phone.

4. PAYMENT METHODS: The following payment methods are accepted for trip deposit, balance, and any additional service: credit card (we accept MasterCard, Visa, Discover), wire transfers, and echecks. Balance payments are due no later than ninety (90) days prior to your Trip’s departure date. This will include any extra services booked by Nada’s Italy on your behalf, such as additional nights, airport transfers, extensions, special requests, etc. You will receive a reminder with an invoice at 120 days prior to departure. If payment is not received 90 days prior to your departure date, Nada’s Italy shall consider the failed payment a cancellation. No refunds are given to travelers who fail to pay their balance by the due date.

5. INSURANCE AND RELATED EXPENSES: Travel insurance is strongly recommended by Nada’s Italy. It is your responsibility to seek information on travel insurance companies (which may cover any costs you may incur by

cancelling your Trip, airline tickets, loss of luggage, trip delay, medical evacuation, etc.). Whether or not you purchase travel insurance, you will be responsible for all expenses incurred following loss or damage to your property, any unforeseen travel expenses related to going on this Trip (flight delays, strikes, airport shut downs, weather conditions, terrorist threats, etc.). Purchasing health coverage is your responsibility as well. Please inquire with your health insurance company as to whether they offer coverage overseas and their policy on reimbursement. You are responsible for any medical expenses incurred in the event you become injured or ill during your Trip, or should you be subject to lost or stolen property incidents. Nada's Italy assumes no liability whatsoever related to any insurance matters described herein.

6. CANCELLATION POLICY ON ALL NADA'S ITALY TRAVEL SERVICES:

If you cancel your trip for any reason, the following cancellation fees will apply:

- Up to 181 days before tour start date, full refund minus a \$500 processing fee per person and any non-refundable expenses
- Between 180-121 days before tour start date, cancellation fee will be 10% of total tour price
- Between 120-91 days before tour start date, cancellation fee will be 30% of total tour price
- 90 days or less before tour start date, no refund or credit voucher will be issued

In addition, no refunds or credit voucher will be given to any traveler no-shows or to any traveler who shows up after the start date of the Trip, fails to pay his/her balance on time, or decides to withdraw from the Trip after the Trip has started.

The appropriate refund after applied cancellation fees, if any, shall be issued by Nada's Italy within four (4) weeks after you submit written cancellation request and upon approval by Nada's Italy accounting department.

Alternatively, if you cancel at least 121 days before tour start date, you can choose to receive a credit voucher equal to the full amount of your payment minus any non-refundable expenses with no cancellation fee applied. Credit vouchers do not expire, are non-refundable and cannot be redeemed for cash. You may apply the credit voucher to any tour or service provided by Nada's Italy. You may also request to transfer the credit voucher to another person, subject to Nada's Italy's approval on a case by case basis.

Tours Canceled by Nada's Italy: Notwithstanding anything herein to the contrary, Nada's Italy reserves the right to cancel a Trip prior to its departure date if the Trip does not meet the minimum required participation of six (6) travelers on any Signature Tour package. In the event of such a cancellation, Nada's Italy's sole liability shall be to issue traveler a Credit Voucher. Such Credit Voucher shall be up to one hundred and twenty percent (120%) of the amount paid by traveler to Nada's Italy at the time of cancellation. Although not required to do so, Nada's Italy is issuing additional credit (up to additional 20%) to cover tour price differences and fees incurred by the traveler, including, but not limited to, air ticket change or cancellation fees as well as other booking change or cancellation fees related to the cancelled trip. Proper fee payment documentation must be received and approved by Nada's Italy in order to issue the credit voucher.

NOTE on Travel Insurance: If traveler reschedules, he/she is responsible for contacting his/her insurance company to communicate the new travel dates and to inquire whether his/her insurance policy can be transferred to the new date.

7. TRAVEL DOCUMENTS: All travelers are required to possess a valid passport to travel to Europe. It is your responsibility to verify the required validity of your documents and renew, if necessary. You are responsible for

determining and fulfilling any visa requirements. Neither the traveler nor their travel companion will be entitled to a refund if unable to travel due to a lack of proper and valid documentation.

8. ACCOMMODATIONS: Hotels in Europe are rated by the local government. Air conditioning and heating are not standard in some hotels and may not be available year-round. Internet speed may be slower than the US or experience interruptions. European bathrooms and bedrooms are generally smaller compared to the equivalent U.S. star rating. Beds are also smaller than American standards. Typically double beds are two single beds pushed together. Rooms tend to differ in size, layout, decoration, view, and some may include stairs.

Rooms are usually assigned to travelers in a random manner by the hotel front desk, unless we receive a particular request from you relating to mobility issues or if you specifically request and pay for an upgrade (when available). Having a view is not guaranteed. If you are traveling alone, you will be asked to pay a single occupancy room supplement.

Some accommodations may include a 24-hour concierge, laundry service, internet access, hair-dryers, and other amenities/services, while others may not. Please let Nada's Italy know of any particular questions or needs you have prior to booking. Nada's Italy will attempt to have those needs accommodated, but we cannot and do not guarantee a desired result.

The final hotel bookings for your Trip will be communicated by our Reservations Department by email sixty (60) days prior to departure for Signature Tour travelers. Please keep in mind that hotel selection for your Trip may change at any given time with or without notice and cannot be guaranteed, even after you receive your confirmation email.

9. MEALS: The meals included are shown in the itinerary of each Trip package offered by Nada's Italy. The included meals will feature typical local dishes, traditional cuisine which best represent the region you are visiting. Some of the meals take place at the hotels where the group stays, while others take place in local restaurants, farms, and vineyards. The included lunches and dinners are accompanied by limited pre-set amounts of house wine and bottled water. If you wish to have a particular bottle of wine, or any other alcoholic or non-alcoholic drink with your meal, you will have to purchase it at your own expense.

Some meals will be served "family-style", that is in large platters that will be passed around the table so travelers can serve themselves. Meals served are not based on a traveler's personal preferences, rather on a variety of local specialties selected by the restaurant's staff and Nada's Italy. If you have allergies, special dietary requirements, glucose or other food intolerance, you will be responsible for purchasing at your expense any additional food that is not served during the included group meals. Please communicate those dietary restrictions and preferences to Nada's Italy as soon as you register for a Trip. Furthermore, it is your responsibility to remind your Journey Director of your dietary needs each day during your Trip. Nada's Italy and its associates will do their best to accommodate special diets, but will not assume any extra costs associated with ordering additional food or specific ingredients not readily available.

Breakfast is included in each hotel stay, but each hotel may have a different way of serving breakfast (varying in the amount and type of food prepared). Nada's Italy assumes no responsibility for any illness, health risk, and/or allergic reaction caused to you, should any food provider during the Trip fail to follow proper instruction or should we fail to communicate your dietary restrictions to them.

10. PHOTOGRAPHY DURING YOUR TRIP: Nada's Italy reserves the right to take photographs and videos of travelers during the Trip and to use them for promotional purposes. By traveling with Nada's Italy, you agree to allow your image to be used for marketing and promotional purposes. Travelers who prefer that their image not be used are asked to advise Nada's Italy before or during the Trip. Otherwise, you grant Nada's Italy permission to use in any form of media the rights of your image, likeness and sound of your voice as recorded on audio and videotape without payment or any other consideration.

11. EXCLUDED FROM TRIP PRICE: It is your responsibility to get to the specified address before the start of the Trip on the date specified. You are responsible for your own airfare. All transportation not expressed as included is not included. Taxi fare, excess baggage fees, forwarding of baggage, baggage loss, medical expenses, travel insurance, items of a personal nature such as laundry services and room services, any meals not specified to be included, special arrangements, airport taxes, accommodation taxes, extra charges and gratuities associated to your room, unless otherwise stated, are not included. Any other service not specified to be included in the packaged Trip is not included.

Your Trip package does not include any expenses related to any unforeseen travel conditions, weather conditions, flight delays, train delays, airport blockages, terrorism, strikes, quarantine, cancellation of services caused by events beyond our control. Travelers are responsible for 100% of the charges if they cause damage or losses to hotel properties or other service providers, or if they cause bodily harm to other travelers or service providers.

12. RESPONSIBILITY: Nada's Italy employees, officers, tour directors, vendors, affiliates, collaborators, contractors, drivers, guides, all assistants and helpers (collectively referred to as "Contractors") involved in this Trip assume no liability for any injury, damage, financial and/or material loss, accident, detention, annoyance, delays and expenses arising from or relating in any way to the Trip. Traveler agrees that Nada's Italy is not responsible for any actions of its Contractors and traveler covenants not to sue Nada's Italy for the actions of such Contractors.

Baggage is maintained at owner's risk. Nada's Italy accepts no responsibility for securing, handling, or possession of passports or travel documents; nor for the accuracy of information given regarding such documents. Nada's Italy assumes no responsibility for traveler's items that are forgotten, stolen, lost or damaged in any manner during the Trip.

Nada's Italy reserves the right, in its sole discretion, to withdraw from any activity, and to modify the itinerary that Nada's Italy deems necessary or desirable. Nada's Italy is not responsible and shall not reimburse traveler for financial losses associated with cancelled or unfulfilled services, no matter the reason for the cancellation or non-fulfillment.

Nada's Italy reserves the right, in its sole discretion, to decline to accept or retain any traveler as a member of the Trip at any time should such traveler's health, mental condition, physical infirmity or general deportment impede the operation of the Trip or the rights, welfare or enjoyment of other travelers. Uncompleted portions of the Trip will not be refunded. Nada's Italy is not responsible for printing or typographical errors. Trip Terms & Conditions may change with or without notice.

13. FORCE MAJEURE. Notwithstanding anything herein to the contrary, including but not limited to section 6, Nada's Italy shall not be liable for losses or expenses of any kind arising as a result of or due to events beyond its reasonable control, including, but not limited to, acts of God; virus, quarantine, sickness, pandemic, illness, disease, including but not limited to SARS, Legionnaires, COVID-19 or any other infectious disease; restrictions, regulations, ordinances, lockdowns, or advisories (including travel advisory warnings) of any kind imposed by government or any other authority; civil unrest, war, including but not limited to, armed conflict, terrorism or threats of terrorism as substantiated by governmental warnings or advisory notices; strikes or labor disputes; curtailment, changes or delays of transportation services, facility services or any other service that would materially affect the Trip; forces of nature including but not limited to, natural disaster, fire, earthquakes, hurricanes, tornadoes, typhoons, tsunami, floods, drought or any other extreme inclement weather of any kind; shortages or disruption of the electrical power supply causing blackouts or rolling blackouts or material failure of other essential utilities; or any other cause beyond Nada's Italy's reasonable control making the current or future Trip commercially impracticable, impracticable to perform, illegal, or impossible to fully perform. In such case, Nada's Italy may cancel the Trip and terminate this Agreement, without liability, upon written notice to Traveler. As stated herein, "without liability" means that there will be no refunds or reimbursement of deposits or fees paid, and Nada's Italy will not be liable for any damages, liquidated damages, attrition fees, cancellation fees, rental charges, service charges, or any direct, consequential, compensatory, special incidental damages or any other damages or amounts of any nature whatsoever.

14. **Disputes.** In the unlikely event of any dispute between you and Nada's Italy, you agree to mediate any such dispute using a mutually agreed to third party mediator. In the event the parties are unable to mediate their dispute to a satisfactory resolution, any litigation shall be brought as a non-jury case with a court in the state of Texas.