

MOSAIC SAFARIS TERMS & CONDITIONS

AGREEMENT - All quotations or estimates provided by or bookings made with and/or all services rendered by or on behalf of Mosaic Safaris LLC ("Mosaic Safaris"), an affiliate of Departure Lounge LLC are subject to these terms and conditions (the "Conditions").

The person requesting such quotations for travel arrangements (collectively referred to as the "Client") or to whom any service is rendered, is deemed to have read and accepted the Conditions.

Any payment constitutes acceptance of these Terms. All policies, procedures and terms contained herein are subject to change at any time without notice at Mosaic Safaris sole discretion.

PLANNING AND BOOKING A TRIP - We will set up an initial consultation call to discuss the scope of the project. The scope of the project includes, but is not limited to: preferred destination(s); dates of departure; passengers involved, preferred types of travel, travel interests, must-do experiences; airfare; budget; travel restrictions.

We require the following in order to begin the planning process:

- Planning Fee (non-refundable)
- Reservation Form
- Copy of each traveler's passport

We will send you an initial itinerary and tour price (the "Tour Price) for your feedback. We will work together, in consultation with you, to confirm a final itinerary.

In order to secure the reservation, we will communicate the amount of deposit that is required by our partners. These deposits are NON-REFUNDABLE, unless stated otherwise in the Terms & Conditions of the Service Provider(s).

The Deposit is due within five (5) days of making the reservation and until the Deposit is received by Mosaic Safaris, along with the signed Reservation Form, there is no binding contract in place. With the payment of the Deposit, you will be deemed to have confirmed all the information pertaining to your Itinerary (the "Itinerary") as correct and Mosaic Safaris will, subject to availability, make the reservations necessary to secure the Itinerary. Mosaic Safaris reserves the right to cancel any reservation if the Deposit is not received by Mosaic Safaris along with the duly completed and signed Reservation Form.

If Mosaic Safaris is not making your complete travel arrangements, it will be necessary to provide us with a copy of the confirmation of your transportation arrangements, flight itinerary, etc. Mosaic Safaris can not be held liable for any penalties or losses incurred as a result of voluntary or involuntary changes to transportation schedules.

PAYMENT AND PAYMENT TERMS - The balance of the Tour Price is due no later than sixty (60) days prior to departure, or to be confirmed at the time of booking. If the final payment is not received on time, Mosaic Safaris reserves the right to treat your reservation as cancelled and forfeit such part of the Deposit as determined solely by Mosaic Safaris. No client will be permitted to travel until full payment is received by Mosaic Safaris.

Any reservation made within sixty (60) days of the start of the trip may be accepted provided space is available and payment in full is received.

Travel documents (tickets, vouchers, itineraries, etc.) are only prepared and released once full payment of the Tour Price is received by Mosaic Safaris.

Mosaic Safaris will not accept responsibility for wire transfer or credit card fees.

CANCELLATION POLICY AND REFUNDS - Any cancellation of a booking must be in writing and the cancellation is only in effect once we have received written notification.

Should you cancel a trip/booking for any reason, there will be no refunds by Mosaic Safaris, and you will only receive a refund, if any, as provided by supplier's in accordance with the supplier's terms and conditions. A trip/booking often consists of multiple components, each of which may carry its own cancellation penalties (i.e. airline tickets, pre or post cruise hotel nights, tours, activities and accommodations) all of which may be subject to a different set of cancellation policies.

Should you cancel your trip, cancellation fees will apply, based on the suppliers terms and conditions. It is for these reasons that we highly recommend appropriate travel insurance to cover cancellation or curtailment of your trip.

No refunds will be considered in any circumstances whatsoever, including but not limited to (a) lost travel time or substitution of facilities, (b) itineraries amended after departure, (c) if you do not appear for any accommodation, service, sightseeing or trip segment included in the Itinerary, (d) if you leave your trip after it has begun or for any unused tour services, (e) any circumstances beyond the control of Mosaic Safaris that necessitates alternative arrangements made to ensure the safety or further participation of your trip or due to weather.

TRAVEL INSURANCE - It is strongly advised that all Clients take out travel insurance as it protects the travelers against cancellation penalties, if the trip is cancelled for covered reasons prior to departure. If your plans change, your right to a refund is limited and subject to penalties and fees.

Comprehensive travel insurance also covers trip interruption or curtailment, baggage, medical expenses and other circumstances that may occur after departure. Emergency medical evacuation, major medical, accidental death and disability and loss of personal effects are additional recommended coverage areas.

We will provide you an insurance quote from our preferred supplier. Travel insurance must be purchased within 14 days of paying the deposit in order for the non-refundable deposit to be covered by the insurance policy, for stated covered reasons in the policy. **Mosaic Safaris will not be responsible or liable if the Client fails to take out adequate insurance coverage or at all.**

PRICES - Prices quoted in the Itinerary may be subject to change due to circumstances beyond the control of Mosaic Safaris, including certain 3rd party non-contracted services (i.e. National Park fees, government levies and taxes). The Tour Price as set out in the Itinerary and your Invoice is based on tariffs, exchange rates and air fares in effect at the time of booking and Mosaic Safaris reserves the right to alter prices quoted should such prices be affected by inflation, costs of fuel, labor or material, air fares or foreign exchange rate change. While Mosaic Safaris will always endeavor not to change the price of a confirmed itinerary, we reserve the right to amend the price where required.

REVISION FEES - A revision fee of \$100 per person will be charged for any alteration or revision made to a confirmed reservation once final documents have been issued. No changes are permitted whatsoever within 30 days of trip departure. Any amendment, change or revision to an Itinerary must be addressed to Mosaic Safaris in writing.

DESTINATION SELECTION – The Client acknowledges that brochures, internet and social medial platforms have been compiled and are managed and updated by principals over which Mosaic Safaris has no control. Accordingly Mosaic Safaris cannot and does not guarantee that any destination will comply in whole or in part with such brochure, internet and social media platforms.

PASSPORTS - Each Client will provide a legible copy of your passport or travel document to ensure we have the exact name as per passport and other key details in order to make the booking and flight arrangements.

Every traveler must be in possession of a current passport valid for at least six (6) months from date of return, round trip airline tickets and adequate funds for the duration of the stay. Obtaining a passport is the sole responsibility of each traveler. Some countries require that your passport have two to four blank stamp/visa pages. Some airlines will not allow you to board if these requirements are not met. For information about passport requirements you can visit the State Department's website at <https://travel.state.gov/content/travel.html>

ENTRY VISAS - All travelers must consult with the appropriate consulates/embassy or the US Department of State website to determine the specific visa requirements. Securing necessary visas is the sole responsibility of the traveler.

Mosaic Safaris will endeavor to advise the Client on these issues, but in doing so, Mosaic Safaris is not assuming any obligation or liability and the Client agrees to indemnify and hold harmless Mosaic Safaris, its employees and agents against any consequences of noncompliance.

HEALTH AND VACCINATIONS - It is the Clients sole responsibility to ensure that health certificates, vaccines/immunizations/inoculations required for the trip are obtained and are in order. Please consult your doctor before leaving home for specific recommendations and advice. Visit the Centers for Disease Control (CDC) website to read more about the precautions and immunizations for travel to each country. <http://www.cdc.gov/travel/>

Malaria is endemic to certain regions of the world and precautions must be taken prior to departure.

Prior to travel, required inoculations (i.e. Yellow Fever, COVID), if any, must be recorded by a health practitioner on a valid vaccination certificate for each traveler and you must carry this proof with your passport. It is your responsibility to meet any additional costs incurred by yourself or by Mosaic Safaris on your behalf as a result of any failure by you to comply with such requirements.

If the Client has any health conditions/concerns that might impact travel, it is your sole responsibility to make Mosaic Safaris aware of these prior to travel (i.e. food allergies, heart conditions, chronic illnesses, mobility issues, etc.).

RISKS - Mosaic Safaris draws your attention to the fact that there are certain inherent risks involved in travel, especially to Africa, where wildlife is prevalent and safari camps are by their nature, remote. Your participation constitutes acceptance at your own risk.

It is your sole responsibility to take all appropriate medical advice prior to departure as to whether or not you are fit enough to undertake the trip booked. Mosaic Safaris shall not be liable for any illness, injury, death or unforeseen event sustained on a trip sold by Mosaic Safaris.

TOUR OPERATOR RESPONSIBILITY AND LIABILITY - Mosaic Safaris acts as booking agent for hotels, airlines, air charters, bus companies, ground transportation, boat purveyors or owners, and other independent contractors providing accommodations, transportation and/or other services abroad. Each of these companies is an independent corporation with its own management and is not subject to the control of Mosaic Safaris, including, but not limited to, various overseas ground operators.

All bookings like those described above are accepted by Mosaic Safaris as agent for independent overseas ground operators. The transportation, accommodations and other services provided by ground operators are offered subject to the terms and conditions contained in the tickets, exchange orders or vouchers issued by them or their suppliers. Because Mosaic Safaris does not have the right to control the operations of the independent operators and their suppliers, Mosaic Safaris cannot be held liable for any personal injury or property damage which may arise out of these services.

ITINERARY VARIATIONS - While every effort is made to keep to all confirmed itineraries, Mosaic Safaris reserves the right to make changes for the Client's convenience, i.e. in some cases, weather conditions can necessitate an alteration in the Itinerary and this does not constitute any reason for refund.

While it is possible to break away from a confirmed itinerary or make unscheduled extensions to the Itinerary, it is understood that such breakaways or extensions will be charged to the Client's account and the Client agrees to pay for any such costs resulting therein.

BAGGAGE - Due to continual changes in airline baggage policies, please confirm with your airline for up to date fees and information. Mosaic Safaris is not responsible for additional fees incurred for baggage or seating. Temporary or permanent loss of baggage is the responsibility of you or the carrier. We will assist where possible to locate and reconnect you with your lost luggage.

FLIGHT TICKETS (DOMESTIC, INTERNATIONAL AND CHARTER) - In order to comply with international insurance requirements, all airline tickets must clearly show the passenger's name exactly as indicated in their passport. This applies to both scheduled and charter flights so a copy of your passport is required at the time of reservation.

The airfare and airport tax quoted are current and are subject to change without prior warning (due to fluctuations out of the control of Mosaic Safaris). Should the fare quoted not be available at the time of booking the next applicable fare will be booked and amended costs advised accordingly. Please note that fares may increase between time of booking, time of payment and the ticket being issued.

Please note that these services subcontracted to independent companies (ie. airlines) who are responsible for this portion of the Itinerary. Mosaic Safaris will not be responsible for any costs incurred as a result of additional flights and transfers outside of the quoted Itinerary and such costs will be charged to the Client's account and the Client agrees to pay for any such costs on demand.

Occasionally airlines change flight schedules and may even cancel flights entirely. These changes are beyond Mosaic Safaris' control. In the event that such a situation occurs, Mosaic

Safaris will do its very best to assist you with finding the best possible alternative flights. If the flight time change is minor (2 hours or less), the airline will automatically make the change (airline policies/rules entitle them to legally do so). Mosaic Safaris will notify you of changes if we have booked your flights. There may be additional costs to re-book a new flight should the airline cancel or make a change to your original flight itinerary. Mosaic Safaris is NOT responsible for any additional costs or fees imposed by the airlines. It is the responsibility of the passenger to check for last minute airline flight time changes within 24 hours of departure.

FORCE MAJEURE - "Force Majeure" means any event or circumstances which Mosaic Safaris or our local partners could not foresee or avoid. Such events and circumstances include, but are not limited to, acts of God, explosion, flood, tempest, fire or accident, war or threat of war, sabotage, insurrection, civil disturbance, riots, strikes, requisition, terrorist activity or the threat thereof, sickness, pandemics, quarantine, government intervention, weather conditions or other untoward occurrences. Furthermore, there will be no refunds due to fear of travel from actual or threatened terrorist, health, political, pandemic or other similar events.

If Mosaic Safaris is affected by Force Majeure it shall forthwith notify you of the nature and extend thereof. Mosaic Safaris 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 to the extent that any such delay or non-performance is due to any Force Majeure.

If Mosaic Safaris, or any of its suppliers, is affected by Force Majeure it shall be entitled to, and may in its sole and absolute discretion, vary or cancel any itinerary or arrangement in relation to the trip. Payment of any refund by Mosaic Safaris to you as a result of the non-performance of any of the obligations of Mosaic Safaris hereunder shall remain in its sole and absolute discretion, although Mosaic Safaris shall use its reasonable endeavors to reimburse you where possible. However, Mosaic Safaris shall be entitled to deduct from any refund recoverable the reasonable actual and potential costs to Mosaic Safaris of the Force Majeure.

SPECIAL REQUESTS - Clients who have special requests must specify such requests to Mosaic Safaris at the time of booking. While Mosaic Safaris will use its best endeavors to accommodate such requests, it does not guarantee that it will.

LEGAL FEES - The Client will be liable for all legal fees and costs in the event that Mosaic Safaris has to engage a lawyer to enforce any of its rights or otherwise.

CONFIDENTIALITY - Mosaic Safaris undertakes to deal with all Client information on a strictly confidential basis.

ENTIRE CONTRACT - The Conditions constitute the entire terms of the relationship between the parties. There exist no other terms, conditions, warranties, representations, guarantees, promises, undertaking or inducements of any nature whatsoever regulating the relationship and the Client acknowledges that he/she has not relied on any matter or thing stated on behalf of Mosaic Safaris or otherwise that is not included herein.

LEGAL JURISDICTION - The laws of the State of Texas, without regard to conflict of law principles, will govern these Terms and Conditions and the relationship between the Client and Mosaic Safaris and any disputes shall be submitted to and governed by binding arbitration in Travis County, Texas utilizing the rules then prevailing of the American Arbitration Association's ("AAA"), but without AAA administration and with an arbitrator chosen by the parties. If the parties are not able to agree to an arbitrator, a judge from the state district

court of Travis County, Texas shall appoint an arbitrator. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction.

All customer claims must be submitted in writing and received by Mosaic Safaris no later than 60 days after completion of the Mosaic Safaris trip. Customer claims not submitted and received within this time shall be deemed to be waived and barred.

COVID: As the worldwide COVID coronavirus pandemic remains ongoing at this time, for this reason, and other reasons not reasonably foreseeable at this time, these travel plans may be interrupted or cancelled by the supplier that is providing them, a government entity or other third party over which Mosaic Safaris has no control. The supplier's own cancellation, rebooking and refund policies, subject to any applicable law that is now or may later be in effect, will govern the Clients' rights and remedies, including the Clients right to receive a refund, in such an event. Moreover, the Client understands that should they elect to purchase travel insurance, the terms of the policy will dictate whether, and to what extent, coverage for any financial loss may exist under the circumstances.

(January 2022)