

TERMS & CONDITIONS

Introduction

- We offer exciting travel experiences all around the world to our customers. We are not a travel agency, however, we curate these experiences ourselves through various offers from third-party vendors.
- These Terms and Conditions apply to any use of ANTOA's Services. Please read these Terms and Conditions carefully, as they contain important information concerning your legal rights and limitations on these rights, as well as a section regarding applicable law and jurisdiction of disputes. By accessing or using our Services, you are indicating that you have read these Terms and Conditions and agree to be bound by them. If you do not agree with all of these Terms and Conditions, you are not permitted to access or use our Services.
- We may update or otherwise modify these Terms and Conditions at any time, and you understand and agree that your continued access or use of the Services after such change signifies your acceptance of the updated Terms and Conditions. We shall note the date that updates were last made to the Terms and Conditions, and the updated Terms and Conditions will take effect upon posting. It is your responsibility to return to this page periodically to review the most current version of the Terms and Conditions. If you don't want to accept any changes to the Terms and Conditions, you may contact us to close your account with us and cease to access the Services.

User Obligations

- These Terms and Conditions together with our Privacy Policy, Registrations and Bookings (collectively, the Terms and Conditions) set out the terms on which ANTOA would provide Services to You. When we refer to "you", we mean registered Travelers or any person that accesses or uses our Services.
- By using or accessing the Services, by booking a Product ("**Book**", "**Booking**"), and/or creating an account on our website, you agree to be bound by these Terms and Conditions without modification, and you represent that you have

read and understood them. In all Booking arrangements, the person making the Booking shall be deemed to have accepted these Terms of Use on behalf of all the people named in the Booking.

- As a condition to use our Services, you warrant that – (i) you are at least 18 years of age; (ii) you possess the legal authority to create a binding legal obligation; (iii) you will abide with these Terms; (iv) you will only use our Services to make legitimate reservations for you or for another person for whom you are legally authorized to act; (v) you will inform such other persons about the Terms that apply to the reservations you have made on their behalf, including all rules and restrictions applicable thereto; (vi) all information supplied by you are true, accurate, current and complete; and (vii) you will safeguard your account information and will supervise and be completely responsible for any use of your account by you and anyone other than you.
- We retain the right at our sole discretion to deny access to anyone to the Services we offer, at any time and for any reason, including, but not limited to, for violation of these Terms.

Bookings & Payments

- All bookings are subject to availability and are confirmed once payment is received.
- Deposits and payments are non-transferable to other trips or persons.
- Foreign transaction fees and currency exchange differences may apply and are the sole responsibility of the customer.
- We reserve the right to modify itineraries due to operational reasons, with sufficient notice given to customers.
- Bookings involving minors must be made by a parent or legal guardian. The accompanying adult assumes full responsibility for the safety, conduct, and compliance of any minors in their care.

Cancellation & Refunds

- Cancel within 24 hours of booking to receive a full refund within 48 hours.
- After 24 hours of booking, no refunds of deposits or payments will be given.
- No Refunds for Entry Denial. We are not liable and do not offer refunds if you are denied entry into any country.

Limitation of Liability

- ANTOA, her officers, directors, employees, contractors, vendors, travel guides, assignees, transferees, agents, and any other third parties acting on our behalf shall not be liable for any expenses, losses, damages, accidents, injuries, claims, or deaths resulting in whole or in part, either directly or indirectly, from any aspect of travel and/or activities facilitated by us, that may arise from your actions and your inactions. Customer agrees to indemnify ANTOA for any liable for any expenses, losses, damages, accidents, injuries, claims, or deaths resulting therefrom.
- In no event and under no circumstances shall ANTOA, nor our officers, directors, employees, vendors, guides, contractors, assignees, transferees, agents, and other third parties acting on our behalf bear any total or aggregate liability (either jointly or severally) that exceeds the total amount of money you have paid to us. In other words, our liability, if any, is limited to and shall not exceed the total amount of money we have received from you.
- Some of the services and offers on our platform are provided by separate independent vendors and we bring these offers to you free of any liability arising from these third-party vendors as we do not operate, control, or otherwise provide the services rendered by the third-party vendors. Hence, the customer understands and agrees that ANTOA is not responsible for any operating failure, delay, loss, damage, or injury to you or any resulting claims or damages arising as a result.
- We do not and cannot guarantee a certain outcome or a particular result in conjunction with any travel, activities, or events arranged in collaboration with third-party vendors. While we will use our best professional efforts to

achieve a successful outcome, we make no promise, warranty, or guarantee, either express or implied, as to a specific outcome or result, or the expectation, perspective, or experience.

- By participating in the trips and related activities that we offer, you waive any right to sue us, and agree to release and discharge us from liability arising from injuries caused by your unfitness. ANTOA, its trustees, officers, directors, servants, agents, volunteers, contractors, and employees are released from all liabilities, demands, suits, costs, claims, or injuries, including death, that you may sustain during or in conjunction with the trip or related activities. This total waiver of liability is intended to be a full and complete waiver and release of ANTOA from any liability for any damages or injuries that may occur as a result of the trip or related activities.
- Some banks and credit card companies impose fees for international transactions. If you are making a booking from outside of the United States on a US credit card, your bank may convert the payment amount to your local currency and charge you a conversion fee. This means the amount listed on your credit or bank card statement may be in your local currency and therefore a different figure than the figure shown on the billing summary page for a reservation booked on our Website. In addition, a foreign transaction fee may be assessed if the bank that issued your credit card is located outside of the United States. Booking international travel/holiday may be considered to be an international transaction by the bank or card company, since we may pass on your payment to an international third-party vendor. The currency exchange rate and foreign transaction fee is determined solely by your bank on the day that they process the transaction. If you have any questions about these fees or the exchange rate applied to your booking, please contact your bank.
- ANTOA shall not be liable to customers for any price change due to exchange rate fluctuations or vendor price changes. ANTOA will do its best to notify you of material changes in cost before final confirmation.

- In no event shall ANTOA be liable for any direct, indirect, punitive, incidental, special or consequential damages arising out of, or in any way connected with, your access to, display of or use of the Services or with the delay or inability to access, display or use the Services (including, but not limited to, your reliance upon opinions appearing in these Services; any computer viruses, information, software, linked sites, products and services obtaining through the Services; or otherwise arising out of the access to, display of or use of the Services) whether based on a theory of negligence, contract, tort, strict liability, consumer protection statutes, or otherwise, and even if ANTOA has been advised of the possibility of such damages.
- If, despite the limitation above, ANTOA is found liable for any loss or damage which arises out of or in any way connected with any of the occurrences described above, then the liability of ANTOA will in no event exceed, in the aggregate, the greater of (a) the fees you paid to ANTOA in connection with such transaction(s) on this Website, or (b) One-Hundred Dollars (US\$100.00) or the equivalent in local currency.
- The limitation of liability reflects the allocation of risk between the parties. The limitations specified in this section will survive and apply even if any limited remedy specified in these Terms is found to have failed of its essential purpose. The limitations of liability provided in these Terms inure to the benefit of ANTOA.

Travel Requirements

- You are responsible for ensuring that you meet foreign entry requirements and that your travel documents, such as passports and visas (transit, business, tourist, and otherwise), are in order and any other foreign entry requirements are met. ANTOA has no special knowledge regarding foreign entry requirements or travel documents. We urge customers to review travel prohibitions, warnings, announcements, and advisories issued by the relevant governments prior to booking travel to international destinations.

- You must consult the relevant Embassy or Consulate for this information. Requirements may change and you should check for up-to-date information before booking and departure. We accept no liability if you are refused entry onto a flight or into any country due to your failure to carry the correct and adequate passport, visa, or other travel documents required by any airline, authority, or country, including countries you may just be transiting through. This includes all stops made by the aircraft, even if you do not leave the aircraft or the airport. Your denial of entry into any country does not entitle you to any refund.
- You agree to purchase the necessary and required travel & medical insurances for your trip, secure the required travel credentials, visas, and permits. It is your responsibility to determine whether you require a visa for your trip, and obtain the necessary visas, permits, and other travel documents you may need. We shall not be responsible for or liable for your failure to obtain the necessary visas, permits, and other travel documents you are required to have by the laws of the countries you are visiting.
- You agree to abide by all applicable domestic and international laws and regulations in the countries of travel and residency, regardless of length of time in said countries. We shall not be responsible or liable (legally, financially or otherwise) if you are arrested, detained, charged to court, or incarceration by lawful authorities.
- It is your responsibility to arrive in time for travel departure or event or activity start. We assume no responsibility, liability, or expense for your inability to travel or participate in any activity or event hosted by us due to insufficient, inaccurate, or expired travel, medical, or any other documentation submitted by you, or your failure to arrive on time for travel departures or participation in events or activities for any reason, including those reasons that are beyond your control.

Health & Safety

- Recommended inoculations for travel may change and you should consult your doctor for current recommendations before you depart. It is your

responsibility to ensure that you meet all health entry requirements, obtain the recommended inoculations, take all recommended medication, and follow all medical advice in relation to your trip.

- Your safety is primarily your own responsibility. By booking with us, you undertake to ensure that you safely participate in activities and agree to observe any rules and practices that may be employed to minimize the risk of injury. It is your responsibility to stop and seek assistance if you do not believe you can safely continue, and to limit participation to reflect your personal fitness level, and to refrain from all actions that would pose a hazard to you or others. With respect to any physical activities, it is your responsibility to check with your doctor prior to embarking upon such activities to verify if you are medically able to participate in any activities. By booking with us, you acknowledge that you have checked with your doctor and got clearance for any of our activities because ANTOA bears no liability for any activity or outcome that may adversely affect your health or wellbeing.
- You understand and accept that travel carries inherent risks, including risk of injury, illness, or death, and that such risks may result from acts or omissions of yourself, others, or third-party providers. We take no responsibility for this.

Image Rights

- Booking with us grants us the right to take photographs, record videos of our trip and activities, and/or use social media posts which may contain images of you. This also extends to advertisements and publicity for other activities hosted by us, before, during, and after such travel and activities. You agree to authorize ANTOA, its employees, contractors, assignees, transferees, agents, and any other third parties working on Our behalf, to copyright, use, and publish the photographs, videos, and social media posts in print and/or electronically. We may use videos, photographs, or social media posts of you with or without your name for any lawful purposes, including for example, such purposes as publicity, illustration, advertising, promotion, fund-raising,

and social media / internet content. ANTOA is hereby released from any reasonable expectation of privacy or confidentiality associated with such content. You acknowledge that this usage does not entitle you to any financial compensation of any kind associated with the taking, publication, or other use of such photographs, videos, and social media posts. You further release ANTOA, its employees, contractors, assignees, transferees, and any third parties acting on our behalf from any liability or claims by you or any of your representative, including those relating to right of publicity or usage of your name, likeness, image, voice, or any other identifying trait.

Disputes & Arbitration

- Please read this Section carefully. It requires that any and all claims be resolved by binding arbitration or in small claims court, and it prevents you from pursuing a class action or similar proceeding in any forum.
- Regardless of your place of residence, the laws of the State of New York, U.S.A. shall apply without regard to conflict of laws principles.
- Arbitration is required if your country of residence enforces arbitration agreements, including without limitation, the United States. If you are outside the United States but attempt to bring a claim in the United States, arbitration is required for determination of the threshold issue of whether this dispute resolution section applies to you, as well as all other threshold determinations, including residency, arbitrability, venue, and applicable law. If your country of residence does not enforce arbitration agreements, the mandatory pre-arbitration dispute resolution and notification and prohibition on class actions or representative proceedings provided below still apply to the extent enforceable by law.
- We are committed to your satisfaction and to resolving consumer disputes in a timely and efficient manner. We have a two-step dispute resolution process that includes: (1) investigation and negotiation of your claim with our Support team; and, if necessary, (2) binding arbitration administered by the American Arbitration Association (“**AAA**”) or, for arbitrations outside of the

United States, an agreed upon arbitral tribunal. You and us each retain the right to seek relief in small claims court as an alternative to arbitration.

➤ Agreement to arbitrate (“**Arbitration Agreement**”)

“You and we mutually agree that any disputes between us arising out of or relating in any way to our Service, these Terms, our Privacy Policy, any services or products provided by us, or Travel Providers, Hotels, or companies offering products or services through us, any dealings with our Support agents, or any representations made by us (“Claims”), will be resolved by binding arbitration, rather than in court except those resolved in small claims court. This includes any Claims you assert against us, our subsidiaries, Travel Providers, Hotels, or any companies offering products or services through us (which are beneficiaries of this Arbitration Agreement). This Arbitration Agreement shall be binding upon, and shall include any claims brought by or against, any third parties, including but not limited to your spouses, heirs, third-party beneficiaries, and assigns, where their underlying claims are in relation to your use of our Services. To the extent that any third-party beneficiary to these Terms brings claims against the entities covered by these Terms; those claims shall also be subject to this Arbitration Agreement. The arbitrator shall also be responsible for determining all threshold arbitrability issues, including without limitation the existence, scope, or validity of the Arbitration Agreement, any defense to arbitration such as issues relating to whether this Arbitration Agreement can be enforced, is unconscionable or illusory, and any defenses to arbitration, including without limitation jurisdiction, waiver, delay, laches, or estoppel.”

➤ **Small claims court matters**

- Notwithstanding the foregoing arbitration provisions, either you or we may bring, or remove, any claim in small claims court if the claim is within such court’s jurisdictional limit; provided that such court does not have the authority to entertain any claims on a class or representative basis, or to consolidate or join the claims of other persons or parties who may be similarly situated in such proceeding. Further, if the claims asserted in any

demand for arbitration is within the small claims court's jurisdictional limit, then either you or us may elect to have the claims heard in small claims court, rather than in arbitration, at any time before the arbitrator is appointed, or in accord with the AAA rules, by notifying the other party of that election in writing.

➤ **No class actions or representative proceedings**

- You and we agree that any and all proceedings to resolve Claims will be conducted only on an individual basis and not in a class, consolidated, or representative action, including without limitation as a private attorney general. The arbitrator may not consolidate more than one party's Claims and may not otherwise preside over any form of any class or representative proceeding. You and we further acknowledge that you are each waiving your right to a jury trial.

➤ **Arbitration rules and governing law**

- This Arbitration Agreement is a "written agreement to arbitrate" evidencing a transaction in interstate commerce. The Federal Arbitration Act ("**FAA**") governs all substantive and procedural interpretation and enforcement of this provision. The arbitration will be administered by AAA in accordance with the AAA's Consumer Arbitration Rules or other AAA arbitration rules determined to be applicable by the AAA (the "**AAA Rules**") then in effect, except as modified here. The arbitrator shall apply the law of the state of New York, regardless of conflict of laws principles, except that the FAA governs all provisions relating to arbitration. Foreign laws do not apply. This Arbitration Agreement can only be amended by mutual agreement in writing.

➤ **Mandatory pre-arbitration dispute resolution and notification**

- Prior to initiating arbitration, you agree to give us the opportunity to resolve any Claims by notifying us of the Claim in writing and attempting in good faith to negotiate an informal resolution.
- You must send a written and signed Notice of Dispute ("**Notice**") to ANTOA.

- The Notice must contain the following information: your name, your address, the email address you used to make your reservation, a brief description of the nature of your complaint, the resolution that you are seeking, and your signature.
- If we are not able to resolve your complaint within 60 days of you providing Notice, you may commence an arbitration proceeding. Engaging in this pre-arbitration dispute resolution and notification process is a requirement that must be fulfilled before commencing arbitration. AAA does not have authority to administer or adjudicate the Claim unless and until all Pre-Arbitration Dispute Resolution and Notification requirements have been met. The statute of limitations shall be tolled while the parties engage in the dispute resolution process required by this Section.

➤ **Commencing arbitration**

- To initiate arbitration, you must file the Demand with the AAA as specified in the AAA Rules.
- A party initiating an arbitration against us must send the written Demand for Arbitration to us concurrent with filing the Demand with AAA.
- Arbitration shall be conducted by a single arbitrator selected in accordance with the AAA Rules or by mutual agreement between you and us. The Arbitration shall be held either: (i) at a location determined by AAA pursuant to the AAA Rules (provided that such location is reasonably convenient for you and does not require travel in excess of 100 miles from your home or place of business); or (ii) at such other location as may be mutually agreed upon by you and us; or (iii) via videoconference.

➤ **Severability and survival of Arbitration Agreement**

- If any portion of this Disputes and Arbitration Provision is found to be unenforceable or unlawful for any reason, (1) such portion will be severed and the remainder of the Provision will be given full force and effect; and (2) to the extent that any Claims must therefore proceed on a class, collective, consolidated, or representative basis, such Claims must be litigated in a civil

court of competent jurisdiction and not in arbitration, and the parties agree that litigation of those claims shall be stayed pending the outcome of any individual Claims in arbitration.

Force Majeure

- We are not liable for delays or failure in performance caused by events beyond our reasonable control, including natural disasters, pandemics, wars, government actions, or strikes.

Entire Agreement

- These Terms, together with our Privacy Policy and Booking Policy, constitute the entire agreement between you and ANTOA and supersede any prior communications or understandings. By using our Services or making a Booking, you acknowledge that you have read, understood, and agreed to these Terms & Conditions.

Severability

- If any part of these Terms is found unenforceable, the remaining portions shall remain in full effect.