

MISTRAL WINDS TRAVEL TERMS AND CONDITIONS

Effective Date: 15 NOVEMBER, 2025

Please read the following Terms and Conditions (the “Terms”) carefully and in their entirety as they constitute a binding legal agreement between MISTRAL WINDS TRAVEL (“Agency”) and you (“Client”) with respect to the provision of travel-related information and services.

Role of Agency. Agency acts as agent for the airline, cruise line, hotel, car rental agency, ground transportation provider, tour operator, travel insurer or other travel service supplier (each, a “Supplier” and collectively, “Suppliers”) offered to Client by Agency. Agency acts solely in the capacity of agent and is not the provider of the travel services offered, and as such Agency is not responsible for the acts and/or omissions of Suppliers.

Sources of Agency’s Compensation. As Supplier’s agent, Agency customarily receives compensation, usually in the form of a commission, for bookings made on its behalf. Agency may also receive compensation in the form of travel planning fees, booking fees or other professional service fees which are payable by Client. All such fees shall be disclosed to Client in advance and, unless stated to the contrary elsewhere in these Terms or in a separate disclosure statement, are non-refundable once paid.

Price Quotes. Prices for travel services are set by the Supplier or other provider of the services in question, are subject to availability and are subject to change without notice. Price quotes communicated to Client by Agency are not considered firm or guaranteed until either a deposit or full payment is received from Client. Airline ticket quotes generally exclude the cost of any desired ancillary services such as checked baggage, priority boarding and seat selection. Quoted hotel room rates may exclude any applicable resort or destination fees.

Currency. Unless otherwise indicated to the contrary, prices are quoted in United States Dollars (USD). Prices quoted in a foreign currency (EUR, GBP, JPY, etc.) are subject to exchange rate fluctuations when paid in USD or a different foreign currency.

Deposit/Payment Schedule. Suppliers set their own payment schedules. Deposits are required to be paid in full at the time of booking, and all subsequent payments must be made in full and on time in accordance with the schedule. Failure to make timely full payments may result in cancellation of the itinerary and/or loss of the deposit and any other amounts paid to Supplier.

Credit Card Authorization. Client expressly authorizes Agency to charge the credit card that Client provides to the Agency for Client’s initial trip deposit and for all subsequent installment or final payments due to Suppliers, as well as any agreed-upon professional service fees due to Agency.

Errors in Pricing. Agency makes all reasonable efforts to ensure accurate pricing information is communicated to Client. However, despite these efforts, errors do occur on occasion. In such cases, the responsible party reserves the right to correct the erroneous pricing. Furthermore, Agency is not responsible to honor any erroneous price or otherwise liable to Client for errors attributable to Supplier mispricing.

Supplier Terms and Conditions. Suppliers set their own terms and conditions which, depending on the circumstances, will supplement or supersede these Terms. By entering into a travel transaction, you acknowledge and agree to be bound by the Supplier’s conditions of travel, including any cancellation and refund policies (see below). Accordingly, Agency strongly

recommends Client carefully review all Supplier terms and conditions in their entirety prior to booking or making a deposit.

Debit Memo Liability. Airlines strictly prohibit certain booking practices such as those involving so-called “throw away” tickets or “hidden city” itineraries which can result in Agency’s liability to the airline in the form of a debit memo. A ticket is classified as a “throw away” when a round trip ticket is purchased at a lower cost than a one-way fare and the return ticket is unused. A “hidden city” itinerary is one where the traveler books a ticket to a destination beyond where they actually intend to go, again to secure a lower fare. Agency recommends Client review airline policies to avoid requesting the booking of a prohibited ticket. Agency reserves the right to seek reimbursement from Client for bookings made at Client’s direction that violate airline policies and result in liability to the airline.

Review of Travel Documents. Client agrees to review all booking confirmations and similar itinerary documents for accuracy within 24 hours of receipt from Agency and immediately report to Agency any errors that require correction. Agency assumes no responsibility, and is not liable for, any change fees or similar fees charged by Suppliers to revise a booking if Client fails to notify Agency of the error(s) within the stated timeframe.

Changes, Cancellations and Refunds. The Supplier’s own terms and conditions will dictate under what circumstances, if any, changes to existing bookings may be made by Client. Where changes are permitted, fees may apply, in addition to any price differential between the travel as originally booked and the revised itinerary. Refunds, if any, in connection with a cancelled booking will be made in accordance with the Supplier’s own policy, over which Agent has no control or responsibility. In some cases, cancellation by Client may result in forfeiture of the entire deposit or the full price paid for the travel.

Supplier Schedule Changes. Suppliers generally have broad discretion to revise or cancel travel itineraries for convenience or as may be reasonably necessary. For example, an airline may significantly delay a departure time, or cancel outright, a scheduled flight. Entitlement to a refund or other compensation, if any, in such cases shall be determined in accordance with the Supplier’s own terms and conditions and any applicable governing law. Under no circumstances shall Agency be liable to Client for any monetary or non-monetary damages incurred in connection with any schedule change or cancellation imposed by a Supplier.

Required Travel Documentation. Government issued photo identification is required for all travelers. Beginning on May 7, 2025, state-issued identification must be REAL ID compliant to board domestic flights and access certain federal facilities. It is Client’s responsibility to ensure his/her identification meets this requirement. Travelers unsure as to whether their identification is REAL ID compliant should check with the issuing state’s department of motor vehicles or visit www.tsa.gov/real-id. Valid passports are required for all international travel. Some countries will not admit visitors if their passport expires within six (6) months of the date of entry. Some countries additionally require a visa as a condition of entry. Client is solely responsible for verifying that all documentation and other requirements of travel and/or entry are satisfied and releases Agency from all liability for any damages arising out of noncompliance with these requirements.

Criminal Offenses. A criminal record can limit the ability to travel internationally, particularly with respect to DUI charges and felony convictions. While some countries may deny entry outright to travelers with a criminal background, others may require additional documentation, such as a travel waiver or visa, which may be difficult or time-consuming to obtain. Because Agency will not inquire into the criminal offense history of its clients, travelers who may be impacted by an entry restriction on this basis should consult with the U.S. State Department (travel.state.gov) or

other reliable source of information for the current entry, exit and visa requirements of the destination in question.

Immunizations. Agency urges Client to remain informed about country-specific requirements as entry to certain destinations may involve obtaining immunizations. Client is solely responsible for ensuring they and all accompanying travelers have the proper immunizations and required documentation of such immunizations before travel. Agency is not liable for any denial of entry attributable to the failure to obtain necessary immunizations or produce the required supporting documentation. COVID-19 vaccinations may also be required depending on the destination.

Airline Electronic Ticket Expiration. Airline electronic tickets typically expire one year from the date the ticket was issued unless Client's itinerary or the ticket expressly states otherwise.

Code-Sharing Arrangements. Under a code-sharing arrangement, an airline will sell tickets on flights that use its designator code but are operated by a different airline. Where a code-sharing arrangement exists, Agency will disclose to Client the marketing carrier's name, operating carrier's name corporate name, and any other name under which the flight is held out to the public. Agency will make the disclosure the first time the flight is offered to Client, or, if no such offer was made, the first time Client inquires about such flight. Written notice of any code-share arrangement will be sent to Client at the time of purchase.

Hazardous Materials. U.S. federal law prohibits passengers from carrying hazardous materials aboard an aircraft in the passenger's luggage or on the passenger's person. Violations can result in up to five years in prison and penalties of \$250,000 or more (49 U.S.C. § 5124). A complete listing of prohibited items can be accessed at www.tsa.gov/traveler-information/prohibited-items.

Insecticide Notice. To protect public health, agriculture and the environment, a number of countries require airlines to treat their aircraft, including the passenger cabin, with aerosol insecticides, either with or without passengers onboard. A current listing of the countries with this disinsection requirement is maintained by the Department of Transportation, accessible at www.transportation.gov/airconsumer/spray.

Risks of Travel. Client acknowledges that travel to certain destinations may involve greater risk than others and assumes all risks associated with travel booked by Agency. Because each traveler's risk tolerance is different, Agency is unable to advise whether travel to any specific location at any specific time is advisable and as such Client should not rely on any representations in that regard. To assist Client in making an informed decision, Agency urges Client to review travel prohibitions, warnings, announcements and advisories issued by United States government agencies both prior to booking travel and prior to departure. Information on health and safety conditions in various countries and the level of risk associated with travel to particular international destinations can be found at www.state.gov and www.cdc.gov. The Smart Traveler Enrollment Program (STEP) is a free service provided to U.S. citizens who are traveling to, or living in, a foreign country. STEP allows citizens to enter information about an upcoming trip abroad to enable the State Department to better assist in the event of an emergency. Visit step.state.gov/step/ for enrollment information.

Travel Insurance. Agency strongly recommends the purchase of travel insurance. Depending on the policy purchased, travel insurance may provide coverage or reimbursement associated with trip cancellation or interruption attributable to illness, accident, or weather conditions, baggage loss and/or delay, medical care and/or evacuation should Client become ill or injured while traveling, and provide other assistance in the event of an emergency. If Client chooses to purchase travel insurance, the terms of the policy will determine whether, and to what extent,

coverage for any particular situation or loss may exist. Questions concerning the coverage under the policy should be directed to the issuing carrier and no representation made by Agency shall create a binding guarantee or promise as to the policy or the scope of coverage thereunder. Client holds Agency harmless for Client's election not to purchase travel insurance or for any denial of a claim made under a policy purchased.

Disclaimer of Liability. Agency is not liable for any refund, personal injury or death, accident, property damage, delay, cancellation, irregularity, inconvenience, or any other loss which may result from or be caused by any conditions, acts or omissions beyond Agency's reasonable control. This includes, but is not limited to (1) any defaults, wrongful or negligent acts or omissions of Suppliers or other third parties; (2) any defect or failure of any vehicle, craft, equipment or instrumentality owner, operated or otherwise provided by Suppliers or other third parties; or (3) any wrongful or negligent acts or omissions on the part of any other party not under Agency's control. Client hereby releases Agency from all claims, whether based on contract, tort, strict liability or otherwise arising out of any condition, act or omission contemplated in this paragraph.

Force Majeure. If events beyond the reasonable control of Agency or Client occur, including but not limited to acts of God, severe weather, war, governmental acts, public health emergencies, epidemic or pandemic, strikes, civil unrest, terrorist attacks, or the curtailment of transportation affecting any city where travel is contemplated, which renders it impractical, illegal or impossible for either Agency or Client to perform or enjoy the benefits of these Terms, these Terms may be terminated upon written notice to the non-terminating party. In such event, neither Agency nor Client shall have any further liability to the other, provided that Agency shall promptly refund to Client any amounts prepaid to Agency and in Agency's possession but unearned hereunder.

Governing Law; Venue. These Terms shall be governed by and construed according to the laws of the State of Virginia, the courts of which shall have exclusive jurisdiction and venue over all controversies arising out of, or relating to, these Terms.

Amendment. The Terms are effective as of the date set forth above. Agency reserves the right, in its sole discretion, to revise the Terms at any time. In such case, Agency will provide Client with notification of the change and a copy of the updated Terms. Thereafter, Client's continued use of Agency's services shall constitute acknowledgment of, and agreement to, the revision to the Terms.

Agreement to Terms. By signing below and/or making a deposit or full payment for travel services arranged by Agency, you assent to, and agree to be bound by, these Terms. Furthermore, by signing below, you assent to, and agree that all parties on whose behalf you make a travel booking also agree to be bound by these Terms.

CLIENT NAME (PRINT)

CLIENT SIGNATURE

Date