

DeSerio Global Ventures, LLC, Terms & Conditions

TERMS & CONDITIONS:

This document outlines what DeSerio Global Ventures, LLC (DGV, LLC), its assistant(s), Adam DeSerio, and his assistant(s) agree to provide when signing up for an "Expedition" and/or "Excursion", and what you agree to in return. This is very important information, so please read it carefully before you complete your reservation and/or reservation request.

RESPONSIBILITY

DGV, LLC, is not a licensed tour operating company, and does not make any claims to be, whether on behalf of the business or its affiliated members. The designated tour operator, in turn, acts only as an agent for any transportation carrier, hotel, ground operator, or other suppliers of services connected with specific DGV, LLC, Expeditions/Excursions ("other providers"), and the other providers are solely responsible and liable for providing their respective services. The passenger tickets in use by the carriers shall constitute the sole contract between the carriers and the passenger; the carriers are not responsible for any act, omission, or event during the time participants are not aboard their conveyances.

DGV, LLC, its employees, subsidiaries, affiliates, officers, directors, successors, representatives, assigns and its designated tour operator shall not be held liable for (A) any damage to, or loss of, property or injury to, or death of, persons occasioned directly or indirectly by an act or omission of any other provider, including but not limited to any defect in any aircraft, watercraft, or vehicle operated or provided by such other provider; and (B) any loss or damage due to delay, cancellation, or disruption in any manner caused by the laws, regulations, acts or failures to act, demands, orders, or interpositions of any government or any subdivision or agent thereof, or by acts of God, strikes, fire, flood, war, rebellion, terrorism, insurrection, sickness, quarantine, epidemics, theft, or any other cause(s) beyond the scope of their control. The participant waives any claim against DGV, LLC and/or its designated tour operator for any such loss, damage, injury, or death.

By registering for a DGV, LLC Expedition/Excursion, the participant certifies that he/she does not have any mental, physical, or other condition or disability that would create a hazard for him/herself or other participants. DGV, LLC and its designated tour operator reserve the right in their sole discretion to accept, decline to accept, or remove any participant on a DGV, LLC Expedition/Excursion. DGV, LLC and the tour operator reserve the right, without penalty, to make changes in the published itinerary whenever, in their judgment, conditions warrant or if they deem it necessary for the comfort, convenience, or safety of participants.

Neither DGV, LLC, nor its designated tour operator, shall be liable for any air carrier's cancellation penalty incurred by the purchase of a non-refundable ticket to or from the participant's DGV, LLC Expedition/Excursion departure city. Baggage and personal effects are at all times the sole responsibility of the participant.

EXPEDITION/EXCURSION TERMS & CONDITIONS

Basis of Rates: All prices are based on two persons sharing a room or cabin. All prices and fares are quoted in U.S. dollars. The rates are based on tariffs, currency values, airfares and third-party charges as of catalog publication date and are subject to change due to unforeseen circumstances. While DGV, LLC will do everything possible to maintain the listed prices, if it is necessary to levy a surcharge, DGV, LLC reserves the right to do so, and notification will be given at the time of final invoicing.

Eligibility: Anyone under 18 must be accompanied by a parent or guardian for the entire journey.

Included in Expedition/Excursion Cost: Accommodations and meals as indicated in the itinerary (B = breakfast, L = lunch, D = dinner); educational materials; pre-departure information; entrance fees, excursions, and sightseeing noted as included in the itinerary; all gratuities except those for train or ship's crew, unless otherwise noted on the itinerary page; ground transportation during the Expedition/Excursion; transfers to and from group flights where applicable; services of DGV, LLC, and its experts and/or local guides, lecturers, Expedition/Excursion leaders, and any other staff; and taxes, port charges, baggage handling, and service charges. Please note: the "B, L, D" notations apply to the period during the Expedition/Excursion only and do not include any meals on flights to/from the Expedition/Excursion. Internal airfare may be included on specific international Expeditions/Excursions, as indicated in the itinerary.

Not Included: Air transportation and related fees (except as indicated in the itinerary); activities noted as optional in the itinerary; gratuities for train or ship's crew, unless otherwise noted on the itinerary page; passport, visa, and permit expenses; medical expenses and immunizations; baggage/accident/cancellation insurance; personal expenses, such as laundry, telephone calls, and alcoholic beverages; and any other items not specifically noted as included.

Single/Shared Accommodations: A limited number of single rooms/cabins may be available at an extra cost on a first-come, first-served basis. We will assist persons requesting a roommate. Participants will be notified if a suitable roommate is not available, in which case the single rate will be charged if available.

Payments, Cancellations, and Refunds: To reserve space on a DGV, LLC Expedition/Excursion, a \$500 per-person non-refundable deposit is required for Expeditions/Excursions that are eight days or less, and a \$850 per-person non-refundable deposit is required for Expeditions/Excursions that are nine days or more, except if noted on the itinerary page, Expedition/Excursion information webpage, and/or any related promotional materials/emails. Final payment is due no later than 90 days prior to departure date for Expeditions/Excursions that are eight days or less, and no later than 180 days for Expeditions/Excursions that are nine days or more, unless otherwise stated on the itinerary page, Expedition/Excursion information webpage, and/or any related promotional materials/emails. Deposit and/or payment(s) may be made by check, cash, debit or credit card only. A participant's reservation may be canceled by participant no less than 90 days prior to departure date of Expeditions/Excursions that are eight days or less, and no less than 180 days prior to departure date of Expeditions/Excursions that are nine days or more. A cancellation will be subject to a cancellation fee equal to the non-refundable deposit for the excursion selected, unless otherwise stated on the itinerary page, Expedition/Excursion information webpage, and/or any related promotional materials/emails. All cancellations equal to or less than 90 days prior to departure of Expeditions/Excursions that are eight days or less, and equal to or less than 180 days prior to departure date of Expeditions/Excursions that are nine days or more will not receive any refund on deposit/payment(s) unless otherwise stated on the itinerary page, Expedition/Excursion information webpage, and/or any related promotional materials/emails. All cancellation notices must be received in writing and will become effective as of the date of the postmark. All cancellation charges will be assessed on a per person basis. If deposit and partial payments are received prior to payment-in-full deadline and payment-in-full is not complete by such deadline the entire deposit and partial payments will become non-refundable on such deadline date, and participant's reservation may be made available to another individual. This policy also applies to pre-Expedition/Excursion extensions and post-Expedition/Excursion extensions. Any revisions made within the Cancellation Penalty Period, such as a change in departure date or choice of Expedition/Excursion, are subject to this cancellation policy. Any airline tickets issued are subject to the carrier's refund policy. Arriving late or leaving an Expedition/Excursion in progress, for any reason whatsoever, will not

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result in a refund, and no refunds will be made for any unused portions of an Expedition/Excursion. DGV, LLC reserves the right to cancel any Expedition/Excursion because of inadequate enrollment that makes the Expedition/Excursion economically infeasible to operate or because of good-faith concerns with respect to the safety, health, or welfare of the participants. If an Expedition/Excursion is canceled prior to departure due to inadequate enrollment, the tour operator will provide participants with a full refund of monies paid to the tour operator; except in the event that the cancellation prior to departure date is due to a significant event(s) that makes it infeasible or dangerous to operate the Expedition/Excursion as planned, in which case the tour operator will provide participants with a refund and/or credit toward a future DGV, LLC Expedition/Excursion equivalent to monies paid to the tour operator. If DGV, LLC cancels the Expedition/Excursion during the Expedition/Excursion, participants will receive a prorated refund based on the number of days not completed on the Expedition/Excursion. Except as outlined above when DGV, LLC cancels an Expedition/Excursion, DGV, LLC and its designated tour operator has no responsibility for any expenses, including any non-refundable expenses, incurred by participants in preparing for a cancelled Expedition/Excursion or for any additional arrangements should participants embark prior to the scheduled group departure date.

Independent trip-cancellation insurance is available at an additional cost and is strongly recommended.

Itinerary Changes: The itineraries and staff presented in the catalog or on the website are subject to modification and change by DGV, LLC or its designated tour operator. Every reasonable effort will be made to operate programs as planned, but alterations may still occur after final itineraries are sent.

Documentation: Participants are responsible for obtaining any documents required for their participation in the Expedition/Excursion such as a valid passport, all visas, vaccination certificates, and any other documents. Failure to obtain documents does not negate the terms and conditions, and any extra costs incurred for rerouting due to travel without the necessary documents will be the participant's responsibility.

Health Requirements: Participants must be in good physical and mental health. Any physical condition, diet, or treatment requiring special attention must be reported in writing when the reservation is made. DGV, LLC encourages participants to consult a doctor for specific medical advice about any activities or destinations. Certain Expeditions/Excursions may require that the participant obtain medical consent prior to departure as a condition of participation.

Medical Authorization and Coverage: In the event participant becomes sufficiently incapacitated as to be unable to direct his or her own care, there is no one on the Expedition/Excursion who can direct participant's care, and DGV, LLC is unable or does not have time to contact participant's emergency contact, the participant, by registering and paying a deposit for a DGV, LLC Expedition/Excursion, authorizes any medical treatment deemed necessary in the event of any injury or illness while participating in the activity including, but not limited to, X-ray, examination, anesthetic, medical or surgical diagnosis, or treatment and hospital care which is deemed advisable by, and is to be rendered under the general or specific supervision of, any physician and/or surgeon licensed in the United States, or, if in a foreign country and no physician licensed to practice in the United States is reasonably available, by a duly licensed physician deemed competent to render the necessary care. In addition, the participant certifies that they have medical insurance which will cover personal accidents, medical expenses, medical evacuation, air ambulance, loss of effects, repatriation costs and all other expenses which might arise as a result of loss, damage, injury, delay or inconvenience occurring to the participant, or that in the absence of this medical insurance coverage, the participant agrees to pay all costs of rescue and/or medical services as may be incurred on the participant's behalf.

Photography: DGV, LLC and its designated tour operator and Expedition/Excursion leader reserve the right to take photographs or videos during the operation of any Expedition/Excursion or part thereof and to use the resulting photography, videos, or recordings for promotional or commercial use. By making a reservation on a DGV, LLC Expedition/Excursion, the participant agrees to allow his/her likeness to be used by DGV, LLC, DGV, LLC -authorized third parties, and the tour operator without compensation to the participant. If the participant prefers that his/her likeness not be used, he/she must notify us in writing prior to departure of the Expedition/Excursion.

Copyright in all photographs, video, and related materials created by the participant ("Expedition/Excursion Materials") shall belong to the participant upon creation. The participant grants to DGV, LLC a non-exclusive, worldwide, irrevocable license to use any Expedition/Excursion Materials provided to DGV, LLC and/or the tour operator in any media for the following limited purposes: editorial use, promotion of this editorial use, promotion of DGV, LLC's travel programs, or promotion of the mission of DGV, LLC.

Dispute Resolution: If the participant has a complaint, he/she should first inform the tour operator or Expedition/Excursion leader while on the Expedition/Excursion so that the tour operator or Expedition/Excursion leader can attempt to rectify the matter. If the participant is still dissatisfied, he/she should submit the complaint in writing to DGV, LLC Expeditions/Excursions within 30 days of the completion of the Expedition/Excursion.

Any controversy or claim arising out of or relating to this Agreement, brochures, or any other literature concerning this Expedition/Excursion, or the breach thereof, including without limitation any claim related to illness, injury, or death, shall be subject to the following conditions: 1) the dispute will be governed by Arizona law; 2) the parties agree that they will attempt in good faith to settle any and all disputes arising out of, under or in connection with this Agreement, including without limitation the validity, interpretation, performance and breach hereof, through a process of mediation in Arizona under the supervision of a mutually agreed upon mediator; 3) in the event that mediation fails to settle such a dispute, the parties agree that they will proceed to arbitration in Arizona using one arbitrator pursuant to the then existing rules of the American Arbitration Association; 4) the maximum amount of recovery to which a participant will be entitled under any and all circumstances will be the published cost of the participant's Expedition/Excursion with DGV, LLC. This agreement to arbitrate does not waive or modify any liability release agreed by the participant.

Other: Additional Terms and Conditions may apply to some Expeditions/Excursions and will be provided in mailings prior to or during the Expedition/Excursion. By registering for a DGV, LLC Expedition/Excursion, the participant agrees to the Responsibility statement and the Terms and Conditions published in the catalog and on the website.

Mailing List: If you are receiving duplicate catalogs, have address updates, or would like to be removed from future DGV, LLC Expeditions/Excursions mailings, please call 1-928-282-1980 or email us at deseriogallery@gmail.com.

Mailing address: DeSerio Global Ventures, LLC, 101 North State Route 89A, Suite D17, Sedona, Arizona 86336.