



Senya Tours LLC Travel Terms and Conditions

Please read carefully before booking your trip with Senya Tours LLC. The following terms and conditions apply to any travel services (also referred to as “trip” or “Travel Experience”) booked with Senya Tours LLC (hereinafter referred to as “Senya Tours”). By booking a trip with Senya Tours, you (hereinafter referred to as (“traveler,” or “Experiencer”) acknowledge that you understand and accept these terms and conditions and are bound by the terms outlined in this agreement.

Booking Experiences

Booking Pricing & Availability

All Travel Experience prices are posted on the Senya Tours website and do not include airfare. Experiences are priced per person, based on shared occupancy, unless otherwise stated. Single rooms may be available at an additional cost and will be listed where applicable. Prior to booking, prices are subject to change without notice. Once a Travel Experience is confirmed, your price is locked in and will not increase. If we offer discounted pricing based on inventory, it is not retroactive to previously purchased bookings. Any changes in occupancy post-booking will be done at the current pricing available. If you are using our payment plan option, you must submit a non-refundable, non-transferable, per person deposit at the time of booking, to reserve your space.

Due Diligence

Senya Tours will do its due diligence prior to confirming Experiencer status and official reservation of the applicant’s spot on the Travel Experience. Senya Tours reserves the right to cancel any enrollment at any time within 14 days of initial payment, for any reason. In the event that Senya Tours chooses to cancel enrollment of Experiencer within 14 days of initial payment, Senya Tours will refund the initial payment to that individual.

Identification

Experiencers are required to make reservations in the full name that is listed on their government document they will use for travel. The Experiencer will be responsible for any charges incurred due to name changes after Travel Experience reservations have been made.

Refund & Cancellation Policy

You have 72 hours from the time of booking to cancel a trip/experience for a full refund. ALL REFUNDS ARE SUBJECT TO A 2.9% PROCESSING FEE. In other words, if you request a refund for a payment or a deposit, your refund will be minus a 2.9% processing fee. After 72 hours, the trip deposit – and all future payments – are non-refundable. Our contracts with suppliers are competitive and often do not allow refunds. This allows us to maintain relationships with suppliers and offer affordable monthly payments and Travel Experiences.

We recommend you purchase travel insurance that includes trip cancellation coverage within 3 days after booking. Consider booking insurance that includes a “Cancel for Any Reason” option to cover your non-refundable trip. Trip cancellation insurance is the only means of receiving reimbursement for flights and other non-refundable expenses should you cancel your trip for any reason, whether voluntarily or as a result of Senya Tours’ actions.

In the event that the traveler attempts to cancel their Travel Experience after 72 hours from booking, Senya Tours reserve the right to retain 100% of all paid funds. The traveler agrees to not file a dispute or chargeback through their bank and to instead utilize their travel insurance if they choose to longer attend the Travel Experience.

Transferability

Experiencer cannot transfer their Travel Experience or this agreement to any other entity or individual. Any potential transfers may only take place with the written permission of Senya Tours.

Underage Travelers

Senya Tours requires all Experiencers to be 21 years of age or older to book a trip and travel alone. Persons under the age of 21 must have an adult (over the age of 21) accompany them on the trip and share accommodations.

Special Assistance Travelers

Travelers who require special assistance due to a disability must notify Senya Tours prior to booking a Travel Experience. Senya Tours will work closely with the traveler to arrange acceptable and reasonable accommodations for travelers who require special assistance.

In the event Senya Tours is unable to arrange acceptable and reasonable accommodations for travelers with special needs or disability, Senya Tours will notify the traveler and the traveler will have the option to decide if they want to participate in the Travel Experience. However Senya Tours shall not be responsible for any denial of services by accommodations, restaurants, or other independent suppliers during the Travel Experience. If a traveler fails to notify Senya Tours of a disability requiring special attention at the time of booking a Travel Experience, Senya Tours reserves the right to cancel the booking and terminate the traveler’s trip. In the event Senya Tours cancels the booking or terminates the trip, as a result of the Traveler not notifying Senya Tours of their disability prior to booking the trip, Senya Tours will not refund or cover costs or expenses incurred by the traveler after cancellation or termination.

Some activities during the Travel Experience may require travelers to engage in extensive standing, sitting, or walking and facilities or sightseeing locations may not accommodate wheelchairs. The Americans with Disabilities Act is a federal law only applicable within the United States; therefore, facilities and accommodations for individuals with a disability may be limited outside of the US. Senya Tours will not refund or cover any costs or expenses incurred

by a traveler with a disability or special needs for any missed activities due to the traveler's inability to participate with the group.

Payments

Payment Plans

As a courtesy, we offer payment plans for our Travel Experiences. Your monthly payments start the following month after booking and payments are required monthly until the balance is paid in full.

Late Fees

Payments not received 5 days after the due date are subject to a late fee of 5% of the payment amount, assessed each day that the payment is late, beginning on the 6th day past the due date.

Missed Payments

Once you miss two monthly payments, your trip is subject to cancellation. If your trip is canceled, you will be notified via your email on file. You may reinstate your trip within 7 calendar days of cancellation by paying the full amount due, including late fees, and a \$200 reinstatement fee.

Final Payment Date

Travel Experiences must be paid in full 90 days before the trip. If full payment is not received by that date, Senya Tours reserves the right to cancel booking and retain 100% of funds paid. Senya Tours may choose to reinstate under the conditions that the Experiencer makes a full payment of balanced owed and a 10% late fee on the original amount.

Payment Disputes

Experiencer agrees to not file a payment dispute or chargeback through their bank/financial institute and to instead utilize their travel insurance in the event that they can no longer attend the Travel Experience.

Experiencer agrees to not file a chargeback in violation of Senya Tours refund policy. In the event that a chargeback is requested and/or processed, Experiencer agrees to repay Senya Tours for the full amount and be responsible for any fees incurred in recouping payment, including attorney fees.

Travel Experiences

Airline Tickets

Experiencer is responsible for purchasing their airline ticket to the origin city of the Travel Experience. Senya Tours is not responsible for any delays caused by the airline, missed flights due to Experiencer error, or otherwise. Experiencer agrees to purchase their airline ticket as

soon as possible, no later than 90 days prior to the date of arrival. Experienter will provide Senya Tours with a digital copy of their airline reservation 90 days prior to the date of arrival.

Accommodations

Senya Tours utilizes various accommodations such as hotels, Airbnb, villas, and bed-and-breakfast to house Experiencers during a trip. Each Travel Experience will vary in terms of accommodations used. Shared room accommodations will be provided. Single room accommodations may be available at an additional charge and must be requested at the time of booking.

Airport Transfer

Senya tours will arrange transportation to and from the airport in the destination city on travel days. Senya Tours will provide Experiencers with a window of time (based on local time) during which transportation between the airport and hotel will be provided on arrival and departure days. Transportation will be made available in three shifts, early morning, mid-morning, and mid-afternoon. In the event that the schedule does not fit within the Experienter's arrival or departure, the Experienter must arrange transportation for themselves at their own expense.

Arrival Prior to Travel Experienter Start

Senya Tours will provide all Experiencers the window of time (based on local time) on the scheduled arrival date, during which transportation will be provided. In the event that Experienter arrives prior to the scheduled Travel Experience date of arrival, transportation from the airport will not be provided by Senya Tours. Should the Experienter decide to arrive early or stay after the scheduled dates of the Travel Experience, the Experienter will be responsible for securing their own accommodations on those dates.

Excursions/Activities

Senya Tours crafts custom excursions and activities for Travel Experiences. In the event that a planned excursion is canceled, Senya Tours will make a reasonable substitute with another planned activity or reschedule for a different day. Circumstances outside Senya Tours control do not give rise to a breach or refund.

Should an Experienter decide to opt out of a planned activity, the Experienter understands that they are not entitled to a refund, partial or otherwise.

By participating in an activity or excursion, Experienter acknowledges that that the Experience does not have any physical limitations, medical ailment, physical or mental disabilities that would prevent the Experienter safely participating in the excursion or activity. If the Experienter does have a disability, they must notify Senya Tours prior to booking. Senya Tours will work with the Experienter to identify accommodations to excursions that would make activities accessible where possible. The Experienter understands that different destinations have their own disability accommodations laws and requirements and are not bound by the Americans with Disabilities Act. Senya Tours and its representatives will not be held responsible for destinations that do not honor accommodation requests. The Experienter understands that any

accommodation requests or needs not honored by vendors and activity providers does not entitle the Experience to a refund, partial or otherwise.

Experiencer releases Senya Tours from any liability stemming from personal property loss, injury, and/or death that the Experience may sustain while participating in the Travel Experience and/or its excursions or activities.

In the event that an Experiencer is late to an excursion or activity, including transportation to the excursion, Senya Tours, the on-site Travel Experience Ambassador, and/or the rest of the Experiencers are not required to wait or delay the excursion. Refunds will not be provided for any such absence. Should the Experiencer not arrive in time to take Senya Tours provided transportation to the excursion, they may secure transportation to the excursion at their own expense.

Optional Excursions

Optional excursions, outside of the planned Senya Tours trip activities may be available for booking through local operators or other third parties. These parties are independent of Senya Tours and do not form any part of the Senya Tours Travel Experience. Any excursions booked by Experiencer will not be governed by these Terms and Conditions. In booking with a third party/local operator, you will be entering into a contract with said organizer. Any advice or assistance on or with any optional excursions provided by any local representative does not mean or imply that the option is sold, supervised, or controlled by Senya Tours. Senya Tours advises travelers to check with the operator of any optional excursions for the applicable terms and conditions before booking.

Itinerary Changes

While we make every effort to execute the itineraries as planned and provided, itineraries and hotel selections are subject to modifications due to availability and vendor changes at time of booking. In the event that there are major changes to the itinerary, an equivalent offering will be provided, and all travelers will be notified.

Communication

The Senya Tours Travel Experience Ambassador will communicate with Experiencers during the Travel Experience via an electronic messaging platform such as WhatsApp. Experiencer will be notified of the messaging platform of choice before the Travel Experience and will be added to the group conversation for text communication during the duration of the Travel Experience. Experiencer agrees to maintain the designated mobile application on their phone and remain a member of the group chat for the duration of the Travel Experience, as this will be the primary method of communication with the group.

Roommate Matching

If you book a double occupancy for your trip and do not have a roommate, as a courtesy, we will attempt to pair you with another traveler of the same sex who also needs a roommate after you have paid more than 75% of the balance of your travel reservation and provided the person you will be matched with has also paid 75% of their balance. However, if 60 days before your trip, you do not have a roommate, you will be required to pay the single occupancy supplement.

Payment of the single occupancy supplement can be paid in even payments and is due within 30 days of the Travel Experience's start.

Luggage

Experiencer is responsible for bringing with them everything they need for the purpose of travel. Travel Experiences may include multiple accommodations and traveling between multiple destinations. Experiencer is responsible for carrying and transporting their own luggage and should only pack what Experiencer is able to carry independently.

Senya Tours is not responsible for the loss of damage to luggage en route to the destination, at the time of departure, or for the duration of the Travel Experience.

Photo/Video Release

Photography and videos are taken throughout the Travel Experience. By participating in the Travel Experience, you are giving Senya Tours and its representatives the right to use and publish photographs, pictures, images, video, and testimony given by you during any Senya Tours Travel Experience or event in any and all forms and media including for the purposes of illustration, commercial art, publishing, advertising, promotion, publicity, social media, and other electronic forms, for any products or services, or other lawful uses as deemed appropriate by Senya Tours in the course of its business. Senya Tours will not disclose your name online or in printed materials without written consent.

Social Media

Experiencers are encouraged to share their experience with the world! If Experiencer chooses to do so, we would love to be tagged! Experiencer agrees to not publish any disparaging comments, posts, or photos with respect to Senya Tours, host destination, or fellow Experiencers.

Passport, Visas, and Vaccinations

It is the responsibility of each traveler to comply with destination requirements and secure proper documents. We suggest you verify requirements with the relevant embassy or consulate. Requirements are subject to change, often without notice. Many international destinations require a passport to be valid at least 6 months after the date of travel. Travel visas and vaccinations may also be required. Some countries require a full blank visa page in the passport for stamping purposes.

Entry requirements may vary depending on the country of citizenship. US and Non-US citizens should check entry requirements. Senya Tours will not be held responsible for any charges, trip interruptions, or cancellations due to changes in requirements or issues with visa processing or other requirements; Prior to booking a Travel Experience, you should refer to the U.S. Department of State's website (www.travel.state.gov) and Centers for Disease Control's travel website (<https://wwwnc.cdc.gov/travel>) for travel advice and vaccination requirements for the travel destination.

Experiencers who do not have a passport at time of booking, should secure their passport as soon as possible. Ninety (90) prior to the start of the Travel Experience, each traveler is required to provide a photocopy of their passport photo and information page via email.

Incidental and other Charges by Experiencer

In the event the Experiencer wishes to indulge in room service, hotel room mini bars, or causes damage to their room/accommodations, the Experiencer understands that they are solely responsible for any and all extra charges to their room/account and agree to settle such balances prior to departure.

In the event that Experiencer fails to settle such charges prior to departure, Experiencer agrees to indemnify Senya Tours in any situation of property damage or fees that remain unpaid. Experiencer grants permission for Senya Tours to charge any unpaid expenses to the Experiencer. In the event that Senya Tours must pursue unpaid fees/damages from Experiencer, Experiencer will be responsible for all expenses associated with securing such payment, including attorney's fees.

Damages

We accept no responsibility for accidents, damage, baggage losses, delays, and/or accidental expenses due to weather, strikes, acts of God, acts of governments or authorities, wars, terrorism, criminal acts committed by third parties, hostilities, civil disturbances, riots, sickness, quarantine, defects of vehicles or breakdown in the equipment, or to the fault or default of any company used for carrying out trips. Regarding any and all services and accommodations furnished, we expressly disclaim all responsibility or liability over any matter whatsoever for loss, damage, injury, or expense to property or person due to any cause whatsoever occurring during the trip or otherwise. All such losses or expenses will be borne by the travelers.

Grounds for Ejection from Travel Experience

Authority to Remove or Refuse Travel Experience

Senya Tours' priority is to maintain a safe, enjoyable experience for all travelers. In the event Senya Tours believes that a traveler may interfere with other travelers' enjoyment of the Travel Experience, Senya Tours may, in its sole discretion, refuse to allow the traveler to commence the trip or remove a traveler from the trip. Travelers who (i) are considered a danger to themselves or others or (ii) have engaged in or are threatening to engage in behavior that may adversely affect the safety, security, comfort, enjoyment, or well-being of other travelers or

Senya Tours representatives (including but not limited to, behavior that is disruptive, verbally abusive, physically abusive, obnoxious, harassing, discriminatory, or obscene) or (iii) have failed or refused to follow Senya Tours directives, instructions, policies, or procedures, may be removed from the trip. In the event Senya Tours refuses transport or removes a traveler, Senya Tours may leave the traveler at any destination and shall not be liable or responsible for accommodations, transportation, meals, medical care, or other expenses incurred by the traveler after refusal or removal from the trip. Senya tours will not refund any portion of the price

paid by any traveler who is refused or removed, and Senya Tours will be entitled to recover from the traveler any costs or expenses insured by Senya Tours in the removal or refusing the traveler.

Additional Travelers/Guests

Experiencer agrees to not bring along any additional travelers that are not pre-approved by Senya Tours. Doing so will be considered grounds for ejection at the sole discretion of Senya Tours.

Guests

We at Senya Tours encourage socializing and immersion into the local culture. However, it is against Senya Tours policy to bring non-Experiencer guests into Senya Tours provided accommodations. Experiencer agrees to not bring non-Experiencer guests into accommodations such as hotel rooms or Airbnb property for the duration of the Travel Experience. Doing so will be considered as a ground for ejection at the sole discretion of Senya Tours.

Alcohol Consumption

Experiencer agrees to engage in the consumption of alcohol in a reasonable manner and not to the point of becoming belligerent, violent, or detrimental to self, others, property and/or the overall Travel Experience.

Illegal Activity

Experiencer agrees to abide by the destination's local, state, and federal laws and will refrain from engaging in criminal activity. Engaging in such behaviors will be considered as grounds for ejection from the Travel Experience at the Experiencers own expense.

In the event that an Experiencer is incarcerated in a destination country. Senya Tours is under no obligation to provide bail money or otherwise. Senya Tours will make reasonable attempts to notify the emergency contact provided by the Experiencer.

Miscellaneous

Electronic Signature

Experiencer understands that under law, signatures transmitted digitally and created electronically via touchscreen or computer mouse shall have the same force and binding effect as an original handwritten signature ink.

Force Majeure (Trip Cancellation for Reasons Outside Senya Tours' Control)

Senya Tours may choose to be excused of any further performance obligation in the event of a disastrous occurrence outside of the control of Senya Tours that materially affects services provided in this agreement, including but not limited to:

- A natural disaster (fires, explosions, earthquakes, hurricane, flooding, storms, or infestation); or
- War, invasion, act of foreign enemies, embargo, or other hostility (whether declared or not); or
- Any hazardous situation created outside the control of either party such as a riot, disorder, pandemic or epidemic, nuclear leak or explosion, or act of threat of terrorism.

In the event that this section applies, Senya Tours will be permitted to make a reasonable effort to reschedule the Travel Experience as needed in order to comply with the terms of this agreement, however, will not be found in breach if this is not possible due to the circumstances. Refunds will not be provided, rather, any money paid by Experiencer may be applied to a future Senya Tours Travel Experience. If you are unable to attend the rescheduled trip dates, you will receive a trip credit valid for 12 months from the date your trip is rescheduled.

Warranties

Senya Tours does not guarantee or provide any warranty, express or implied, with regards to any specific results or Experience.

Privacy Policy

By using Senya Tours website and booking a Travel Experience with Senya Tours, you consent to Senya Tours use of your personal information for the Travel Experience reservation purposes. You consent to Senya Tours transmitting your personal information to our third-party suppliers, as necessary.

Third party providers

Senya Tours is an independent limited liability company acting as an intermediary to provide a Trip Experience consisting of services offered by third-party supplies. Third-party supplies providing trip services are not agents, employees, or joint ventures of Senya Tours. Senya Tours has independent contracts with each of the supplies for services. All trip services provided by third-parties are subject to the terms and conditions specified in the third party supplier documents and to the laws of the countries in which the services are supplied. You

agree that neither Senya Tours nor its representatives shall be liable for any damages, loss (including personal injury, death, and property loss), or expense occasioned by any act or omission of a supplier providing services. After departure, if the services included in the trip cannot be supplied or their changes in an itinerary for reasons beyond the control of Senya Tours, depending on the circumstance, Senya Tours will take reasonable action to arrange for the provision of comparable services.

Limitation of Liability

To the extent permitted by law, neither Senya Tours, nor any of its related companies, employees, or agents accept any liability in contract, tort, or otherwise for any claim injury, damage, loss, delay, additional expense or inconvenience caused directly or indirectly by the acts, omissions or default, whether negligent or otherwise, of another traveler or third party providers over whom Senya Tours has no direct control, by force majeure or by any other event

which is beyond Senya Tours' control. Any limitation of responsibility slated for Senya Tours in these Terms and Conditions applies and extends to its related companies, employees, officers, and agents. This limitation of liability provision does not make Senya Tours responsible for any costs and fees that are specifically stated as being your responsibility. Under circumstances where our liability cannot be excluded and where liability may be lawfully limited, such liability is limited to the remedies required of Senya Tours under applicable law.

Amendments

The Terms and Conditions may be amended, modified, or waived by Senya Tours LLC. Any such modifications, amendment, or waiver must be in writing.

Wherever possible, each provision of this contract will be interpreted so that it is valid under applicable law. If any provision is held illegal or unenforceable, that provision will be reformed to the extent necessary to make the provision legal and enforceable. All remaining provisions will remain unaffected and will continue in force and effect.

Last Updated: April 22, 2023