

## **STOKE BROKER BOOKING TERMS AND CONDITIONS AGREEMENT**

Please read and review these Stoke Broker Booking Terms and Conditions (hereafter "Terms") carefully. You (the lead booker and/or authorized representative) understand and agree that you are agreeing to these Terms for yourself and as the authorized agent for and on behalf of all participants in the Stoke Broker Trip (hereafter "Trip").

In consideration of utilizing the services of Stoke Broker, Inc., a Montana corporation (hereinafter, "Stoker Broker," "we," "us," "our"), in allowing you and all participants in your booking party to participate in the Trip, **you, including all other Trip participants on whose behalf you are booking (hereafter sometimes collectively "you" or "Client"), agree as follows:**

1. **Itinerary Development Services and Booking:** We offer both pre-packaged and custom Trip bookings tailored to your requirements, which are subject to availability. For custom Trips, and customization of our pre-packaged Trips, we charge a fee for itinerary development services ("Itinerary Development Fees"). You hereby agree to pay our Itinerary Development Fees for custom Trip development or customization of pre-packaged Trips we offer at the cost set forth in the Itinerary Development Fee Agreement (the "IDF Agreement") and you hereby agree to the payment schedule for the Itinerary Development Fees as set forth in the IDF Agreement. The Itinerary Development Fees are non-refundable whether paid or past due the dates of the payment schedule set forth in the IDF Agreement. Before a Trip booking is confirmed, certain details of your proposed Trip will be provided to you by email (or otherwise). Once you have confirmed to us that you agree with the proposal, we will provide you with a Trip Itinerary Agreement ("TI Agreement") that requires execution and payment to confirm booking of your Trip. You and other Clients in your Trip booking party are considered preliminarily registered in the Trip once Stoke Broker and you execute a TI Agreement and deliver in cleared funds your Trip deposit, of either the required deposit or the full price of your Trip (as set forth in the TI Agreement of herein below). In addition, all Clients will be required to sign additional forms and information, including, but not limited to, the Stoke Broker HOLD-HARMLESS, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT ("SB Release Agreement") and are responsible for full and final payment as more fully set forth in these Terms. All Clients' final acceptance, registration and participation in the Trip is contingent upon Stoke Broker's timely receipt and review of all requested information and required (completed and/or signed) forms and full and timely payment.
  - a. All payments must be made in US Dollars ("USD") and you will be responsible for any bank charges that may be incurred. Payments can be made by check, bank transfer, debit or, in certain instances subject to Stoke Broker's sole discretion, a credit card. In all cases, a booking will not be confirmed until we are in receipt of cleared funds. Prices quoted are in USD based on daily currency exchange rates current at the time of quotation. Please note that all payments taken on debit or credit card will be taken in USD and so if you are a customer whose payment card is not denominated in USD, the final price



may be calculated in accordance with the applicable exchange rate on the day your card issuer processes the transaction.

- b. We reserve the right to alter the prices of any trips shown on our website or set out in a TI Agreement or other written proposal to you at any time sent to Client's email on file which Client acknowledges and agrees constitutes sufficient notice hereunder. You will be advised of the current price before your Trip is confirmed, however Trip prices are subject to fluctuation as set forth in these Terms.
  - c. Unless otherwise set forth in the Trip TI Agreement, pricing does not include costs related to Change Requests, the Advanced Provisioning Allowance (set forth in Section 3 below), or other incidental costs incurred by the Clients on the Trip not set forth in the TI Agreement.
  - d. Where a Trip include flights with airlines that require full payment in advance of booking, the full price of the flight(s) will be included in the Trip deposit and will be chargeable in the event of cancellation or alteration. If, following the payment of a deposit at the time of booking, any balance remains unpaid within sixty (60) days of the intended departure date, we reserve the right not to issue travel documentation and treat your Trip booking as canceled. In such circumstances cancellation charges will be applied as set out in these Terms.
  - e. By entering into the TI Agreement you accept that you have the authority to bind all Clients of your party to these Terms and you take responsibility as the lead name on the booking to make payment and to receive documentation on behalf of your party. Please confirm that all Client names are the same as the relevant passport, that dates and timings and all other elements of your trip are correct. Where this is not done and there is an unreasonable delay in notifying any apparent discrepancies in the confirmed arrangements, you will be responsible for any additional administrative fees at the rate set forth herein that may arise as a result of alterations that have to be made to the Trip details or arrangements.
2. **Deposit & Payment:** Unless otherwise agreed in the TI Agreement, you must pay a fifty percent (50%) deposit upon booking of the Trip. Unless otherwise set forth in the TI Agreement, your full Trip payment is due to Stoke Broker sixty (60) days before the Trip start date. Stoke Broker may cancel your Trip arrangements at any time in its sole discretion if we do not receive your deposit and/or final payment by the above-referenced deadlines. If Stoke Broker does not receive your timely payment, in full, by the required deadline, we will retain your deposit in full. Please note that certain Trips may, in Stoke Broker's discretion, require payment in full at the time of booking.
  3. **Trip Price fluctuation:** Stoke Broker reserves the right to alter the listed prices of any Trip shown on its website and/or any prices quoted or agreed to by you, due to changes in Trip content, supplier costs, currency fluctuations, or similar reasons and



will inform you of the price change prior to invoicing you for such difference. You agree to pay such invoice(s) within fourteen (14) days of electronic or other receipt.

- a. Advance Provisioning Allowance ("APA") is an amount prepaid to cover the cost of food, beverages, liquor, additional activities, various add-ons, extra services, and a portion of fuel or other items and costs for applicable charters or vendors. Any unused APA is either refunded to you within sixty (60) days of the end of the Trip, or if directed by you, applied to a future Trip. If the APA amount is insufficient to cover such costs, the difference is due within fourteen (14) days of invoice to you of such amount due. The APA does not include extra costs required to resume an itinerary following any route or activity changes, due to inclement weather/adverse conditions or client-initiated changes. The APA does not constitute an all-inclusive Trip and additional funds may be required to cover costs for actual itinerary executed (see sections on Change Requests and fluctuation of costs). The APA also does not cover any extra requirements for international travel (for applicable itineraries only). NOTE: The APA is in USD currency and must be included in the overall total cost of the Trip. Payment of the APA will be direct by you to Stoke Broker and can be paid by credit card (3.5% convenience fee additional applies), by wire transfer or other mutually agreed method.

4. **Client Booking Alteration, Cancellation, Arrival, Return and Costs; Stoke Broker Dismissal:**

- a. **Client Booking Alteration:** If you wish to alter your Trip arrangements after executing the TI Agreement, please contact us with your request. We will endeavor to assist you – but changes may not be possible. You agree to pay additional administrative fees for any alterations in addition to any costs incurred by Stoke Broker in making the alterations. **Note:** Certain portions of your Trip arrangements, once made, may not be changeable (e.g. Hotel or Transportation), and any alteration request could result in a cancellation charge of up to one hundred percent (100%) of that part of the arrangement. Changes to Trip dates are typically handled as a cancellation of the original booking (and we cannot hold and carry over deposits to the following year). If a member of your Trip booking party is unable to travel, you may transfer the booking to another person before the Trip departure, if such transfer is practical and permitted by the applicable third party providers, and you agree to pay the foregoing hourly administrative fees related to such changes and any additional costs incurred by Stoke Broker. All such trip transfers are subject to Stoke Broker's acceptance in our sole and absolute discretion. In the event you wish to postpone or alter a Trip, if in Stoke Broker's sole discretion such changes can be made, any such changes are subject to future availability of third party vendors, changes in fees and costs due to such delay. In the event of postponement or alteration, any deposits paid may not be refundable from third party vendors and you may still be liable to pay the remainder of the original cost. In such case, you agree to forfeit any such deposits and pay and such costs, if applicable.
- b. **Client Cancellation: If you (or anyone in your Trip booking party cancels):** If you, or any member in your booking party must cancel your Trip arrangements at any time, we must receive written notification from you (the lead booker) – via certified mail or e-mail (in either case with confirmation of



receipt). Your cancellation request is effective as of the date we actually receive it. Any cancellations are subject to Stoke Broker's Refund/Cancellation Policy, identified in section 6, below, and you must pay the applicable charges listed there.

- c. **Stoke Broker - Client Dismissal:** Stoke Broker reserves the right to dismiss any Client from a Trip if Stoke Broker and/or its staff believe, in their sole and absolute discretion, a Client presents a safety concern or medical risk, is disruptive, or otherwise conducts him or herself in a manner detrimental to the Trip. If a Client is dismissed or departs for any reason, Client (and parent of a minor) are responsible for all costs of this early departure, with no Trip refund (see below).
- d. **Dismissal, Non or Late arrival or Early Departure; No Refund:** Stoke Broker will not provide a refund, if for any reason (whether voluntary or involuntary), a Client does not attend, arrives late or leaves the Trip in progress (including but not limited to voluntary withdrawal, dismissal, illness, injury or any other reason). Further, if a Client departs early, the Client (and parent of a minor) are responsible for all costs of early departure whether the departure is for medical reasons, dismissal, personal emergencies or otherwise. These costs may include, but are not limited to: evacuation, medical treatment, plane or other transportation, meals and lodging costs, non-refundable airline tickets or change fees, and expenses for staff who may accompany Client.

5. **Stoke Broker Trip Alteration or Cancellation; Force Majeure:**

**NOTE to Client:** Please understand that the fluid and potentially changing international (including U.S. or Canadian federal, regional, state or local) requirements/guidance or other factors associated with operating tours and/or trips in any location in the midst or wake of the COVID-19 Pandemic, may require Stoke Broker to alter, suspend or cancel its Trips at any time.

- a. **Alteration or Cancellation:** Stoke Broker reserves the right, in its sole discretion, to alter or cancel some aspect of your Trip arrangements. Changes are typically minor (e.g. change in accommodations or a supplier) and we will notify you of these changes. We may cancel your Trip arrangements in certain circumstances, for example, if your Trip does not meet the minimum number of participants required for that particular Trip. However, except in cases of a force majeure (see below) or your failure to timely pay your Trip fee balance, we will not cancel your Trip arrangements less than six weeks before your departure date.
  - i. If we make a major change (as defined by us in our sole discretion; examples include: change in accommodations for the whole/most of your Trip, significant change in your Trip length) in your Trip, we will notify you as soon as reasonably possible if there is time before your departure. Except in the event of a force majeure (see below), you can choose between accepting the altered Trip arrangements, accepting our offer of alternative and comparable travel arrangements, if available (we will refund any price difference if the alternative is of lower value) or cancel your Trip arrangements and you will receive a



refund of payments made less any deposit amounts that were non-refundable and/or paid to third parties

- ii. Except in the event of a force majeure (see below) if we cancel your Trip before its start you can either receive a refund of all payments made, or accept our offer of alternative and comparable travel arrangements, if available (we will refund any price difference if the alternative is of lower value).
- b. **Force Majeure:** Stoke Broker reserves the right to alter or cancel a Trip, before or after its start date because of an "Act of God" or other political, social, environmental, public health or other condition beyond our or our supplier/s control (force majeure). Force majeure events include, but are not limited to war or terrorism; civil unrest or emergency; economic collapse; governmental or other authorities' laws, regulations or actions, including restrictions on travel, our tours or otherwise; floods, fires or other natural disasters; industrial or biological disasters; and health threats, including disease outbreaks, epidemics or pandemics, such as but not limited to the current or future, but unknown impact of COVID-19 on Stoke Broker Trips. Typically, these events are unexpected and prevent our performance. If Stoke Broker determines, in its sole discretion, it is unable to perform, in whole or in part, because of a force majeure, Stoke Broker may alter, suspend or terminate its performance, the Stoke Broker/Cancellation Policy does not apply and no refunds will be granted (unless as determined, in Stoke Broker's sole discretion). In the event of a force majeure, you agree that Stoke Broker will not be found in breach of these Terms, and/or legally liable for any losses, costs or damages to you.
- c. **Additional Costs or Damages:** Notwithstanding the foregoing, if we alter a Trip, or, cancel before or during a Trip – regardless of whether a refund is issued, Stoke Broker is not responsible for any costs (such as, but not limited to any indirect, consequential, incidental or other costs/damages) incurred by you or others in your booking party, including non-refundable airline tickets or change fees.
- d. **Client Changes Request During Trip:** Client may also submit for Stoke Broker's approval (in Stoke Broker's sole discretion) a request to change, amend, and/or supplement the particulars of a Trip (each a "Change Request") during the pendency of a Trip and/or after the commencement of a Trip. If such a Change Request is made and approved by Stoke Broker in Stoke Broker's sole discretion after advising Client of the Change Request Costs (or if unknown, that there will be additional cost), Client shall pay the amount of the Change Request Costs upon demand if before or during the Trip or, if acceptable to Stoke Broker, within fourteen (14) days from electronic or other delivery of an invoice for such Change Request Costs.

## 6. Refund/Cancellation Policy:

Unless otherwise set forth in the TI Agreement, if you (including anyone in your Trip booking party) cancel, without substitution, each Client hereby agrees that you forfeit all amounts or deposits paid to date or agree to pay any past due deposits that may be unpaid on the date of such cancellation. Additionally, you agree to pay any amounts due or that may become due with regard to third party vendors or contracts for your Trip that



were previously booked or contracted for, and any Stoke Broker administrative fees incurred related to the Trip cancellation.

- a. Our graduated and time sensitive cancellation/refund policy is intended as liquidated damages and not as a penalty. Stoke Broker uses Client Trip payments to prepare for the Trip, pay its staff and suppliers, and handle a myriad of other costs associated with its operations, and it is difficult to ascertain the amount of actual loss or damages that would result if a Client or booking party cancels at a given point in time before Trip starts. As a result, our policy reflects a reasonable estimate of the actual costs Stoke Broker will incur in the event of Client or booking party cancellation at various points before Trip departure. Client acknowledges and agrees that the foregoing liquidated damages are intended solely to compensate Stoke Broker for injuries/damages incurred in the event that Client unilaterally cancels the Trip and that such liquidated damages do not apply to any other form of breach of these Terms by Client for which Stoke Broker may pursue all other remedies and/or forms of damages legally available. Further, notwithstanding anything herein to the contrary, Stoke Broker may, in its sole discretion, elect to pursue other damages in lieu of the liquidated damages as set forth in this Section 6.

**7. Passport, Visa and Immigration Requirements; Advisories; Travel Medications/Prophylaxis:**

**Note: Applicable if you are traveling outside your home country (the U.S. or Canada)**

- a. You and your booking party's (including any traveling minor's) specific passport and visa requirements and other immigration or travel requirements are your responsibility and Clients should confirm these requirements with the relevant Embassies and/or Consulates.
- b. We encourage you and all those in your Trip booking party to sign up for the U.S. State Department's Smart Traveler Enrollment Program ("STEP") to obtain various health, safety and security advisories relevant to your international Trip locations – see: <https://step.state.gov/step/>.
- c. Stoke Broker is not a medical authority and cannot directly advise you or any Client regarding a Client's individual travel related medication or vaccination needs. All Clients (and the parent of any minor) are responsible for making these determinations. Stoke Broker, however, strongly recommends that Clients consult their medical professional well before the Trip to discuss requirements and/or options for travel-related vaccinations and medications. A Client and his/her medical professional are encouraged to generally review the Trip booking party's travel location/s and itinerary in connection with information from the U.S. Centers for Disease Control and Prevention (CDC - [www.cdc.gov](http://www.cdc.gov)), the U.S. State Department ([www.state.gov/travel/](http://www.state.gov/travel/)); the World Health Organization (WHO - [www.who.int](http://www.who.int)) or other sources, to consider health issues and determine what, if any, travel-related vaccinations and medications may be required or appropriate for Client.
- d. Stoke Broker is not responsible (and except to the extent covered by the Refund/Cancellation Policy, above, there will be no refunds) if a Client cannot



travel because he/she has not complied with any of these or other requirements.

**8. Insurance:**

- a. **Medical Insurance:** All Clients must have their own medical insurance. **Note:** Personal medical insurance may not cover Client's medical expenses while traveling inside or outside your country of residence. Clients should review their medical insurance to determine if coverage is appropriate, or if a supplemental medical policy is necessary.
- b. **Travel Insurance:** Stoke Broker highly recommends that all Clients secure appropriate trip and/or travel insurance before traveling to assist in protecting you in the event of issues that may arise before or during the Trip, such as trip delay, cancellation, interruption or early termination. Insurance may include coverage for paid Trip fees, medical treatment or evacuation, or costs incurred from cancelled flights, lost, stolen or delayed baggage or other Client costs. Some Trips, such as those involving extreme/adventure sports and/or activities or remote or heli-access locations, may require that you purchase an individual policy through our preferred vendor.
- c. You should direct all questions regarding coverage to the insurance provider (whether for medical insurance or trip or travel insurance). **If you fail to have or purchase appropriate insurance, you assume that risk. You agree to accept full responsibility, as applicable, for all associated losses, costs or fees, whether or not covered by insurance.** Per these Terms, you and all Clients agree to indemnify, defend, and hold harmless Stoke Broker in the event that we incur these losses, costs or fees.

**9. Minors, Health and Fitness; Disability Limitations or Special Need:**

- a. Minors (those under 18 yrs. of age) attending any Trip must be accompanied by a parent or legal guardian.
- b. Our Trips are intended for individuals in reasonably good health. However, we offer a variety of Trips of various levels – from "easy" to "extremely strenuous". Please speak with our representatives about Trip variety and options before you book.
- c. If you or another person in your booking party have any conditions or limitations that may impact or restrict that person's ability to participate in the Trip, it is important that you inform us at the time of booking. That way, we can talk with you about that person's needs, consider any potential reasonable modifications, inquire of suppliers and provide additional information to assist the Client in determining whether the chosen Trip is an appropriate match for them. We reserve the right to decline or cancel the booking in appropriate cases. Please review the SB Release Agreement, the TI Agreement and all Trip details for additional information regarding the activities, risks and Client responsibilities.
- d. Client acknowledges and agrees that Trips may take place in remote areas where medical care may be delayed and medical services and facilities may be primitive or inadequate. Certain health conditions or medications taken may react negatively with the level of exertion, type of activity or



environment, including activities undertaken at altitude, in places with poor air quality, humid or dry climates, extremely cold or hot weather, or other factors. In addition, some health conditions - including but not limited to diabetes, asthma, allergies (including a potential anaphylactic reaction), seizure disorder or cardiovascular issues - including high blood pressure or pregnancy - can deteriorate quickly under certain conditions and distance from definitive care can be a factor. Clients should consider these issues carefully, and, as they deem appropriate, discuss these or other issues with their medical provider, well in advance of the Trip.

10. **Special Requests:** If you have a special request after the execution of your TI Agreement for anything that is not a part of your Trip, please check with us and we will make our best effort to meet your request.. We do not guarantee that we, or the relevant supplier, can meet your request although most often they will endeavor to assist. Any Trip alterations resulting from a special request will be subject to additional fees, pursuant to Section 4 of this Agreement. Note: our staff's verbal confirmation of your special requests is not a guarantee that those requests will be met. We will not pay compensation for failing to meet a special request that we have not confirmed separately in writing.
11. **Other Bookings/Tours:** Other tours that you may choose to book or pay for while you are on your Trip are not part of your package with us. Other bookings or tours are supplied by "Third Party Providers" and are subject to their own terms and conditions. Your agreement is with the supplier or operator of that booking or tour, and not with us, and Stoke Broker is not responsible for any aspect of these other bookings or tours you (including those in your Trip booking party) may choose to participate in.
12. **Client Ability/Behavior:** Client hereby agrees that in the event Stoke Broker or its staff, in their sole and absolute discretion, (i) deem Client unfit to continue a trip due to their skill level, physical fitness, ethical or legal issues, safety issues, disobey of rules, or any other reason that may reasonably constitute cause for Stoke Broker, Stoke Broker or its staff may immediately terminate Client's Trip at any time without any refund (or a portion thereof), and without any other liability to Client. Client agrees that it is solely responsible for any costs incurred by Stoke Broker, its vendors or other participants as a result of such behavior and the cost of Client's return travel in such event.
13. **Privacy:** Stoke Broker may be required to furnish Client information, such as name, date of birth, and passport information, to comply with national and international security requirements or rules of governing bodies. It may also be necessary for Stoke Broker to provide names of persons to Third Party Providers providing services, and to governmental authorities. For further information regarding Stoke Broker's processing of your data and information, please reference Stoke Broker's Privacy Policy which is available on Stoke Broker's website at [www.StokeBroker.com/legal](http://www.StokeBroker.com/legal).
14. **Client Account/Access:** Stoke Broker may provide access to its software, including applications, websites, social media, marketplaces, and integrated communication tools which form part of the Stoker Brokers' services, and are designed to enhance the user experience, communications, service optimization, functionality and logistics of Stoke Broker's services ("Software"). Clients can access and utilize the Software





only as stipulated and limited under the terms and conditions of these Terms and any other Stoke Broker documents agreed to by Client. Client represents that all information provided to Stoke Broker account is true, accurate, current, and complete. Client agrees to provide all security information requested by the Stoke Broker. Client further agrees that she or he will notify Stoke Broker of any substantive changes to the Client's name, contact, payment, or other applicable information.

15. **Confidential Information; Trade Secret; Non-Disparagement.** Client agrees to take no action which is intended, or would reasonably be expected, to harm Stoke Broker, its general business, or its reputation including but not limited to writing, creating, and/or posting (or causing or enticing another to do the same) any form of negative or disparaging comment or review with or on any form of media, including the internet, related to Stoke Broker in any manner or these Terms. Further, Client waives the right and agrees not to file or pursue any form of complaint or filing with the Better Business Bureau or a similar organization. Client agrees that any violation of the obligations contained in this Section by Client would cause irreparable harm to Stoke Broker and that it would be difficult to accurately calculate the value of the damages suffered by Stoke Broker for such a violation and the Parties intend to liquidate such damages in advance. Accordingly, Client agrees to pay to Stoke Broker an amount of Five Thousand and 0/100 Dollars (\$5000.00) per breach of this Section 15 by Client, which Client agrees is a reasonable estimate of the potential damage such a breach would cause. Stoke Broker may, in its sole discretion, elect to pursue other damages in lieu of such liquidated damages.
  - a. Confidential Information/Trade Secret. Client acknowledges and agrees that Stoke Broker and its staff will disclose, provide and/or show to Client various confidential information or trade secrets developed by Stoke Broker at great expense through years of adventure travel and planning. Client agrees that such information is trade secret or confidential information of Stoke Broker and to the fullest extent permitted under Colorado law, Client agrees to not (i) use such information for the benefit of itself or any other party, or (ii) disclose any such information to any other party, including without limitation, posting any such information online or on social media. This paragraph shall survive termination or expiration of this agreement in perpetuity and/or may be reformed to be in effect to the maximum extent permitted under applicable law.
16. **Lost, Stolen or Damaged Property:** Stoke Broker is not responsible for a Client's lost, stolen or damaged personal belongings, whether incurred during travel or while on Trip. In addition, a Client may be held responsible for damage to, or loss of a Third Party Provider's property or equipment, subject to the specific supplier's policies and Client agrees to indemnify, defend and hold harmless Stoke Broker as may be required.
17. **Equal Opportunity – No Discrimination:** Stoke Broker provides equal opportunities to all, and does not discriminate on the basis of race, color, gender, religion, national or ethnic origin, sexual orientation, age or disability. However, as stated above, Stoke Broker does reserve the right to deny admission or ongoing participation on medical, health or other grounds, in appropriate cases.



**18. Trip Release and Waiver.** You affirm that you and each other Client has read and agreed to the SB Release Agreement. Further, you affirm that you HAVE READ THESE TERMS AND FULLY UNDERSTAND THE ASSUMPTION OF RISK, RELEASE, WAIVER, AND CONSENT CONTAINED IN IT AS WELL AS STOKE BROKER'S LIMITATIONS OF LIABILITY AND DISCLAIMERS OF WARRANTY. YOU FURTHER UNDERSTAND THAT YOU HAVE GIVEN UP RIGHTS BY AGREEING TO THESE TERMS AND HAVE DONE SO FREELY AND VOLUNTARILY AND WITHOUT INDUCEMENT.

- a. **Assumption of Risk.** Third Party Providers are neither agents nor employees of Stoke Broker. Client agrees that Stoke Broker and its respective affiliated companies and subsidiaries, and all of their respective members, managers, officers, directors, shareholders, employees, insurance companies, successors in interest, commercial and corporate sponsors, representatives, and assignees (the "Stoke Broker Parties") are not liable for the acts, errors, omissions, representations, warranties, breaches, or negligence of any Third Party Provider or for any personal injuries, death, property damage or the damages or expense resulting therefrom. Specifically, Client understands and agrees that the Stoke Broker Parties are not liable for any injury, damage, loss, expense, special or consequential damages, or any other irregularity caused by the defect of any aircraft, vehicle or conveyance, or the negligence of any company or person engaged in conveying the passenger, or carrying out the arrangements for any Trip or providing any partner benefits or by accident, delay, flight schedule, change, cancellation, sickness, weather, strikes, war, quarantine or any similar cause. Furthermore, policies of insurance are provided and administered by the respective Third Party Providers. It is the sole responsibility of a Third Party Provider to maintain liability insurance coverage. Stoke Broker assumes no liability for and makes no guarantees or warranties regarding Third Party Providers or effectiveness of their services and Client acknowledges that such services may change or end without notice to Client.
- b. **Limitation of Liability.** To the fullest extent permitted under applicable law, Client understands and agrees that Stoke Broker's and the Stoke Broker Parties' liability shall in any case be limited to the amount paid by Client to Stoke Broker. To the fullest extent permitted under applicable law, no claim will be recognized by Stoke Broker unless written notice of such claim is presented to Stoke Broker within thirty (30) days after the occurrence of the event giving rise to the claim. No legal action on any claim described above may be maintained against the Stoke Broker Parties unless commenced within the earlier of six (6) months of Stoke Broker's written denial of a claim, in whole or in part, or seven (7) months after the occurrence of the event giving rise to the claim. IN ALL CASES AND UNDER ALL CIRCUMSTANCES, THE STOKE BROKER PARTIES SHALL NOT IN ANY EVENT BE LIABLE TO PARTICIPANT FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND OR NATURE INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, USE, VALUE, REVENUE, BUSINESS OPPORTUNITIES, AND THE LIKE, UNDER ANY CIRCUMSTANCES OR FOR ANY REASON, INCLUDING, WITHOUT LIMITATION, OCCASIONED BY THE PERFORMANCE OR NON-PERFORMANCE OF ANY OBLIGATIONS OF A THIRD PARTY PROVIDER (REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT OR TORT OR ANY OTHER LEGAL OR EQUITABLE THEORY),



EVEN IF ANY SUCH PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITIES OF SUCH DAMAGES.

- c. **Disclaimer of Warranties.** PARTICIPANT ACKNOWLEDGES AND AGREES THAT, EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS AGREEMENT AND IN THE TERMS AND CONDITIONS, IN EACH CASE AS AMENDED FROM TIME TO TIME: (I) NEITHER STOKE BROKER NOR ANY OTHER PERSON ON STOKE BROKER'S BEHALF HAS MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY, EITHER ORAL OR WRITTEN, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, TRADE, OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED; (II) ALL TRIPS, EXPERIENCES AND SERVICES ARE PROVIDED "AS IS"; AND (III) EACH PARTICIPANT ACKNOWLEDGES AND AGREES THAT, IN DECIDING TO USE STOKE BROKER SERVICES, HE, SHE, OR IT HAS NOT RELIED UPON ANY REPRESENTATION, WARRANTY OR DISCLOSURE MADE BY STOKE BROKER OR ANY OTHER PERSON ON STOKE BROKER'S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED IN THESE TERMS AND CONDITIONS, IN EACH CASE AS AMENDED FROM TIME TO TIME. WITHOUT LIMITING THE FOREGOING AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, STOKE BROKER EXPRESSLY DISCLAIMS ANY WARRANTIES OF SAFETY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, AND AS TO THE ADEQUACY OF THE DIRECTIONS AND WARNINGS PROVIDED TO YOU.
  - d. **Indemnification.** You agree that if, despite this Trip Release and Waiver, you or anyone on your behalf make a claim against the Stoke Broker Parties relating to a Trip and/or the Services, you will indemnify and hold the Stoke Broker Parties harmless from any liability, demand, loss, damage, or costs which the Stoke Broker Parties may incur as the result of such claim.
  - e. Client acknowledges and agrees that Stoke Broker shall also require each individual Client (that is not an entity or organization) to execute the SB Release Agreement prior to the commencement of any such trip and that the SB Release is directed primarily toward "Activities" as defined therein during a Trip in which an individual Client may take part. To the extent that there is any material conflict between this Section 18 of the Terms and the SB Release Agreement related to injury of an individual Client's participation in the Activities (as defined therein) or travel to and from them during the Trip, the terms of the SB Release Agreement shall control.
19. **Choice of Law; Arbitration.** These Terms, your involvement in any Trip, and any other policies, terms, conditions or agreements set forth by Stoke Broker will be governed in all respects by the laws of the State of Colorado, exclusive of its conflicts of laws rules. Any dispute, controversy or claim arising under, out of, or in connection with the Stoke Broker website, these Terms, a Trip, and any other policies, terms, conditions or agreements, where such dispute has not been settled within thirty (30) days after written notice from either party to the other of the existence of the dispute, shall be resolved in its entirety by individual (not class wide or collective) binding arbitration in accordance with the following procedures, except that Stoke Broker, in its discretion, may take claims to small claims court if they qualify for hearing before such court. You and Stoke Broker agree to waive the right to trial by jury. This agreement to arbitrate extends to claims that you assert against



the Stoke Broker Parties. This agreement to arbitrate shall survive termination of this Agreement. Notwithstanding anything to the contrary, if any part of this agreement to arbitrate is deemed invalid or inapplicable, the remainder of the agreement to arbitrate shall still be considered valid and enforceable. If any part of this agreement to arbitrate is deemed invalid or inapplicable, you and Stoke Broker both waive, to the fullest extent allowed by law, any claims to recover punitive or exemplary damages and any right to pursue any claims on a class, mass, consolidated, or combined basis. Arbitration shall be conducted in accordance with and subject to the Commercial Arbitration Rules of the American Arbitration Association ("AAA") then applicable. One arbitrator will be selected by the parties' mutual agreement or, failing that, by the AAA, and the arbitrator will allow such discovery as is appropriate, consistent with the purposes of arbitration in accomplishing fair, speedy and cost effective resolution of disputes.

- a. To begin an arbitration proceeding, you must serve Stoke Broker at 3858 Walnut St Ste 159, Denver, CO 80205, United States. Any arbitration will take place in Denver, Colorado and will be determined by a single arbitrator; provided, however, that upon request by either party, the arbitration may be conducted via telephone (or other electronic means) to the extent permitted. Payment of all filing, administration and arbitrator fees will be governed by the AAA rules. Reasonable attorneys' fees and expenses will be awarded to the prevailing party to the extent such allocation or award is available under applicable law. The arbitration may award on an individual basis the same damages and relief as a court (including injunctive relief). Judgment on the award may be entered in any court of competent jurisdiction. The proceeding will be closed except to the parties, their attorneys, representatives, witnesses, and experts, all of whom must agree or have a duty to maintain the confidentiality of the dispute and its result, except as needed to implement the ruling.

## 20. General Provisions.

- a. **Notice; Contact Information.** Stoke Broker may give notice by means of a general notice through Stoke Broker's website, email to Client's email address on record or by written communication sent to Client's address on record. Such notice shall be deemed to have been given upon the expiration of two (2) business days after mailing (if sent by first class mail) or twenty-four (24) hours after posting or sending it via email or other means of electronic transmission. Client may give notice to Stoke Broker (such notice shall be deemed given when received by Stoke Broker) at any time by any of the following: letter delivered by nationally recognized overnight delivery service or first class mail postage prepaid with delivery confirmation to Stoke Broker at the following address: Stoke Broker, 3858 Walnut St Ste 159, Denver, CO 80205, addressed to the attention of: Chief Operating Officer.
- b. **Amendment; Entire Agreement.** Stoke Broker may amend or modify these Terms from time to time. Amendments will be effective upon Stoke Broker's publishing of such amended or modified terms and conditions on its website and mobile device applications, or via email communication to Client. A Client's continued access or involvement in a Trip after such posting constitutes Client's consent to be bound by these Terms, as amended or modified. No agent or representative of Stoke Broker has authority to change



or waive any provision of these Terms unless authorized in writing by a corporate officer of Stoke Broker. The provisions of these Terms shall survive termination of your Trip. Stoke Broker's website, these Terms and any other rules set forth by Stoke Broker in connection with your Trip constitute the entire the entire agreement between Stoke Broker and Clients pertaining to the subject matter hereof.

- c. **Severability.** If, for any reason, any portion of these Terms is determined by a competent authority to be void or unenforceable, then (i) that portion will have no effect, (ii) the balance of these Terms will remain in full force and effect, and (iii) these Terms will be performed as though the stricken portion were replaced with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- d. **Titles.** Article titles and subheadings contained in these Terms are inserted only as a matter of convenience and for reference. Such titles in no way define, limit, or describe the scope or extent of any provision of these Terms.
- e. **Assignment.** These Terms, and your rights and obligations herein or for any Trip, may not be assigned, subcontracted, delegated, or otherwise transferred by you without Stoke Broker's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. These Terms will be binding upon Member's heirs, executors, assigns, administrators, and other legal representatives, and will be for the benefit of Stoke Broker, its successors, and its assigns. There are no intended third-party beneficiaries to these Terms, except as expressly stated. Stoke Broker and its authorized agents, representatives, vendors, successors or assigns may perform Stoke Broker's obligations and exercise its rights hereunder.
- f. **Conflicts.** In the event of a conflict between these Terms and any other terms or conditions specified on Stoke Broker's website or mobile device application, precedence will be given in the order in which they are listed in this section and if there is more than one version of any that are applicable, the last in time.