

TRIPS WITH FIZZ AGREEMENT | TERMS & CONDITIONS

This Agreement ("Agreement") is made effective as of the date signed below between Fizz, LLC, a California limited liability company ("Company"), and the undersigned individual ("Participant") for participation in Company-organized trips and excursions.

1. DEFINITIONS

For purposes of this Agreement:

- "Trip" means any excursion, vacation, or travel experience organized by Company
- "Trip Date" means the scheduled departure date of the Trip
- "Deposit" means the initial non-refundable payment required to secure a Trip reservation
- "Payment Plan" means an installment arrangement for paying the Trip cost
- "Full Payment" means complete payment of the Trip cost in one transaction
- "Trip Cost" means total Trip cost for one person

2. PAYMENT TERMS

2.1 Trip Payment Plan Option

- a) Participants enrolled in a trip payment plan acknowledge and agree that all deposits and payments are non-refundable.
- b) Company will send invoices one (1) week prior to each scheduled payment date and payment method can be updated during that time.
- c) Trip payments will automatically be drafted on payment date using the card on file (payment used for deposit)
- d) If a payment method is declined, Participant must provide an alternative payment method within one (1) week of the decline notification.
- e) Failure to provide valid payment within forty-eight (48) hours may result in Trip cancellation at Company's sole discretion.
- f) Company will automatically charge the payment method on file on the scheduled payment date.
- g) Payment Plan terms, including payment amounts and frequency, will be specified in a separate Payment Schedule provided to Participant via their trip portal.

TRIPS WITH FIZZ AGREEMENT | TERMS & CONDITIONS

h) A processing fee of 2.9% is assessed for all payments.

2.2 Full Payment Option

- a) Participants who elect to pay the full Trip cost upfront are subject to the refund schedule outlined in Section 3.
- b) All deposits, regardless of payment method chosen, are non-refundable.
- c) A processing fee of 2.9% is assessed for all payments.

3. REFUND SCHEDULE FOR FULL-PAYMENT PARTICIPANTS

3.1 Deposits

All deposits are non-refundable under any circumstances, as they are used to secure Trip arrangements and cover administrative costs.

3.2 Refund Timeline

- a) Cancellation more than one (1) year before Trip Date: 100% refund of payments made (excluding deposit)
- b) Cancellation between one (1) year and nine (9) months before Trip Date: 50% refund of payments made (excluding deposit)
- c) Cancellation at exactly nine (9) months before Trip Date: 25% refund of payments made (excluding deposit)
- d) Cancellation less than nine (9) months before Trip Date: 0% refund

3.3 Refund Process

- a) All cancellations must be submitted in writing to info@fizzinsac.com.
- b) Refunds will be processed within thirty (30) business days of approved cancellation.
- c) Refunds will be issued to the original payment method used.

4. COMPANY RIGHTS AND RESPONSIBILITIES

TRIPS WITH FIZZ AGREEMENT | TERMS & CONDITIONS

Company reserves the right to:

- a) Modify Trip itineraries when reasonably necessary
- b) Substitute services or accommodations of similar quality
- c) Cancel Trips at any time due to insufficient participation or low attendance
- d) Cancel Trips due to force majeure events

4.2 Trip Cancellation by Company

If Company cancels a Trip for any reason other than Participant's breach of this Agreement:

- a) Full refund of all payments made, including deposits, will be issued
- b) Company's maximum liability shall be limited to refunding amounts paid by Participant
- c) Company shall not be responsible for any additional expenses incurred by Participant in preparation for the Trip, including but not limited to: airline tickets, travel insurance, visa fees, or equipment purchases

5. TRAVEL INSURANCE

5.1 Insurance Recommendation

Company strongly encourages all Participants to purchase comprehensive travel insurance from a third-party provider to protect against:

- a) Trip cancellation and interruption
- b) Medical expenses and emergency evacuation
- c) Lost or delayed baggage
- d) Other travel-related risks

5.2 Insurance Disclaimer

- a) Company does not provide travel insurance and is not affiliated with any insurance providers
- b) Participant acknowledges that purchasing travel insurance is their sole responsibility
- c) Failure to obtain travel insurance may result in significant financial loss to Participant in the event of Trip cancellation, interruption, or other travel-related incidents

TRIPS WITH FIZZ AGREEMENT | TERMS & CONDITIONS

d) Company's refund policies apply regardless of Participant's decision to purchase or not purchase travel insurance

6. FORCE MAJEURE

Neither party shall be liable for failure to perform due to events beyond reasonable control, including but not limited to: natural disasters, acts of government, terrorism, pandemics, or civil unrest. In such cases, Company will attempt to reschedule the Trip or provide a refund for payments made.

6. DISPUTE RESOLUTION

6.1 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

6.2 Mandatory Mediation

Before filing any legal action, parties agree to submit any dispute to mediation in California.

7. ACKNOWLEDGMENT

By submitting trip registration and making initial payment, the Participant acknowledges that they have read, understood, and agree to be bound by all terms and conditions outlined in this Agreement.