

These terms and conditions ("Terms and Conditions") govern the relationship between Refined by Fire and/or "we/us/our") and you, the purchaser or attendee ("Guest" and "you/your"). By traveling with Refined by Fire, you agree to be bound by these terms and acknowledge that Refined by Fire acts solely as a host for disclosed principal accommodations and is not the source or provider of the travel services. These terms include warranties and disclaimers and exclusions of liability and may restrict your rights and remedies and provide protection to Refined by Fire.

#### 1. USE OF REFINED BY FIRE SERVICES, AND INFORMATION FOR TRAVEL

You warrant that you are at least 18 years of age and possess the legal authority to enter into this Agreement and to make travel bookings with Refined by Fire. You agree to be financially responsible for all retreats or travel you make with us, whether made on behalf of yourself or for other members of your traveling party. You warrant that all information supplied by you on behalf of yourself, members of your household, or others for whom you are authorized to transact business with us is true and accurate. You agree that you will only make legitimate reservations or purchases with Refined by Fire, and you acknowledge that, without limitation, any speculative, false, or fraudulent reservation is prohibited.

Refined by Fire accepts all attendees solely as the host(s) for the travel Suppliers on your itinerary. Separate terms and conditions will apply to your reservation and purchase of travel-related goods and services that you select, and you understand and agree that by attending retreats through Refined by Fire, you are also agreeing to the booking terms of each Accommodation partner you have selected for your itinerary. You agree that you will abide by the terms and conditions of purchase imposed by any Accommodation that you have selected as a service provider on an itinerary you have approved.

Refined by Fire is not liable or responsible for any arrangements made independently of Refined by Fire. Refined by Fire assumes no responsibility for costs or fees you incur for independent arrangements not booked through Refined by Fire, inclusive of, but not limited to, airline, hotel, excursion, and travel protection related charges. If you make your own flight arrangements, Refined by Fire is not responsible for any loss resulting from cancellation or changes in international gateways, itineraries, or travel dates, and cannot assist you with any schedule changes or delays related to air reservations you have made on your own arrangement.

#### 2. PAYMENTS, CANCELLATIONS, AND CHANGES TO BOOKINGS

You shall be completely responsible for all charges, fees, duties, taxes, and assessments arising out of your travel bookings through DMT. By submitting payment, you agree to allow Refined By Fire to use your payment to purchase travel accommodations and other necessities deemed necessary by Refined By Fire and/or its host(s). EXCEPTING IN CASES OF FRAUD, YOU AGREE NOT TO FILE ANY DISPUTE WITH YOUR BANK OR CREDIT CARD COMPANY TO AVOID OR VIOLATE ANY BOOKING TERMS AND CONDITIONS OF DMT OR ITS SUPPLIERS, INCLUDING CANCELLATIONS OR CHANGES OF ITINERARY OR ARRANGEMENTS FOR REASONS BEYOND THE CONTROL OF DMT OR ITS SUPPLIERS. IF YOU ATTEMPT TO CHARGEBACK, REVERSE OR RECOLLECT A PREVIOUSLY

AUTHORIZED TRIP PAYMENT, REFINED BY FIRE RESERVES THE RIGHT TO COLLECT ALL ADDITIONAL COSTS, FEES AND EXPENSES ASSOCIATED WITH SUCH CHARGEBACK, REVERSAL OR RECOLLECTION, INCLUDING, WITHOUT LIMITATION, ATTORNEY FEES.

All payments for travel are due prior to departure according to each retreats terms and conditions at time of application. You understand that failure to make final payment or any violation of a Host's or Accommodations conditions of purchase may result in cancellation of your reservations, in your being denied access to any flights, tours, hotels, cruises, or other travel services, or in your forfeiting any monies paid for your reservations. In some cases, there is NO REFUND once a booking is made and under deposit. You may not be entitled to a refund if you change or cancel your travel plans after confirmation of a booking. All cancellation requests must be sent to Refined by Fire in writing. As a result of cancellation or changes to confirmed bookings, third-party Supplier's cancellation penalties will apply. Cancellation fees will be charged to the credit card or other payment method you authorized to pay for travel services or deducted from the Supplier's refund.

### 3. RISKS AND SAFETY

Travel to certain destinations may involve greater risk than others. Refined by Fire urges attendees to remain informed on a daily basis as to current news events, as well as to review travel prohibitions, warnings, announcements and advisories issued by the United States Government prior to booking travel to international destinations. 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 <http://www.state.gov>, <http://www.tsa.gov>, <http://www.dot.gov>, <http://www.faa.gov>, <http://www.cdc.gov>, and <http://www.cbp.gov>. The Smart Traveler Enrollment Program (STEP) is a free service provided by the U.S. Government to U.S. citizens who are traveling to, or living in, a foreign country. STEP allows you to enter information about your upcoming trip abroad so that the Department of State can better assist you in an emergency. Registration is recommended and provided by going to <https://step.state.gov/step/>

BY OFFERING TRAVEL TO PARTICULAR DESTINATIONS, REFINED BY FIRE DOES NOT REPRESENT OR WARRANT THAT TRAVEL TO SUCH POINTS IS ADVISABLE OR WITHOUT RISK, AND SHALL NOT BE LIABLE FOR COSTS, DAMAGES, OR LOSSES THAT MAY RESULT FROM TRAVEL TO SUCH DESTINATIONS. CLIENT'S PARTICIPATION CONSTITUTES ACCEPTANCE OF SUCH EVENTS AT CLIENT'S OWN RISK.

In the event of emergent health or safety concerns, once Refined By Fire has investigated the prevailing situation, Refined by Fire shall have the sole and absolute discretion whether to proceed with any Refined By Fire escorted trip or private departure, or to make alterations to the itinerary.

### 4. LIMITATIONS OF RESPONSIBILITY AND DISCLOSURE

Refined By Fire acts solely as a host for disclosed accommodations and is not the source or provider of any travel service. Each Accommodation is an independent entity with its own management and is not subject to the control of Refined by Fire. The Suppliers whose names appear in agreements and documentation are those actually responsible for providing the travel services purchased, and you consent to the use of those Suppliers.

The Supplier may determine that alterations in itinerary are necessary for any number of reasons, including but not limited to severe weather. Any alterations to an itinerary are at the sole discretion of the Supplier, and Refined By Fire bears no responsibility for any changes.

BECAUSE REFINED BY FIRE ACTS AS AGENT FOR DISCLOSED PRINCIPAL SUPPLIERS AND DOES NOT HAVE THE RIGHT TO CONTROL THE OPERATIONS OF SUCH INDEPENDENT OPERATORS AND SUPPLIERS, YOU AGREE THAT REFINED BY FIRE IS NOT LIABLE FOR ANY PERSONAL INJURY OR PROPERTY DAMAGE, WHICH MAY ARISE OUT OF THESE SERVICES. REFINED BY FIRE HEREBY DISCLAIMS ANY LIABILITY WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION LIABILITY FOR ANY DIRECT, PUNITIVE, SPECIAL CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES IN CONNECTION WITH THE GOODS OR SERVICES PROVIDED BY ANY PRINCIPAL SUPPLIER BOOKING THROUGH DMT, INCLUDING WITHOUT LIMITATION LIABILITY FOR ANY ACT, ERROR, OMISSION, INJURY, LOSS, ACCIDENT, DELAY OR IRREGULARITY WHICH MAY BE INCURRED THROUGH THE FAULT, NEGLIGENCE, WILLFUL ACTS, OMISSIONS OR OTHERWISE OF SUCH SUPPLIER, OR OF ANY SUPPLIER OR THEIR RESPECTIVE EMPLOYEES, AGENTS, SERVANTS, OR REPRESENTATIVES, INCLUDING, WITHOUT LIMITATION, THEIR FAILURE TO DELIVER OR THEIR PARTIAL OR INADEQUATE DELIVERY OF SERVICES, THEIR CANCELLATION AND REFUND POLICIES, FUEL INCREASES, BANKRUPTCY, OR CESSATION OF OPERATIONS AND OTHER MATTERS OUTSIDE OF REFINED BY FIRE'S CONTROL, AND YOU HEREBY EXONERATE REFINED BY FIRE FROM ANY LIABILITY WITH RESPECT TO THE SAME.

REFINED BY FIRE HAS SOLELY RECEIVED COMMISSION AND FEES FOR TRAVEL TRANSACTIONS AND CLIENT AGREES AND UNDERSTANDS THAT ANY RECOVERY FROM DMT WILL BE LIMITED TO THE AMOUNT OF COMMISSION AND FEES ACTUALLY RECEIVED BY DMT.

#### 5. FORCE MAJEURE

Refined By Fire will not be in breach of these terms and conditions or otherwise be liable to you, for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, including web host and internet service provider, breakdown or malfunction of equipment, destruction of or serious damage to facilities, natural catastrophes including, but not limited to extreme weather events, floods and volcanic eruptions, governmental acts or

omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy, and any other unforeseen circumstance which is beyond the control of Refined By Fire. THE PURCHASE OF TRAVEL INSURANCE IS HIGHLY RECOMMENDED ON ALL TRIPS.

In addition, each of Refined By Fire Suppliers have terms and conditions which include Force Majeure provisions. In the event that a Force Majeure event occurs, those Suppliers may be entitled to, and may in their sole and absolute discretion, vary, postpone or cancel any itinerary or arrangement in relation to the trip. Payment of any refund to you as a result of the non-performance of any obligations hereunder shall remain in the sole and absolute discretion of the Supplier pursuant to their policies, although DMT shall use its reasonable efforts to secure reimbursement for you where possible.

## 6. CLIENT CONDUCT

Each attendee in any trip escorted by Refined By Fire is expected to act responsibly and adhere to all behavior guidelines established by Refined By Fire and our Suppliers, including adhering to dress codes at religious or cultural sites, or Supplier dress codes. Refined By Fire and all local Suppliers reserve the right to remove you from any facility, hotel or resort property, tour location or means of transportation if your health or your conduct appears to endanger yourself or others, disrupts the general well-being of other attendees on any element of your trip, or interferes with the operation or security of the places you visit. In any such case, there will be no refund.

When you book with Refined By Fire, you accept responsibility for any damage or loss caused by you. Full payment for any such damage or loss (reasonably estimated if not precisely known) must be paid directly at the time to the accommodation owner or manager or other Supplier. You must indemnify Refined By Fire for the full amount of any claim (also including legal costs) made against us. We are not responsible for any costs incurred concerning a guest removed from a trip, or any portion of a trip. You agree not to hold Refined By Fire or any of its related entities liable for any actions taken under these terms and conditions. Baggage and personal effects are at all times the sole responsibility of the participant.

Any transportation, possession or use of illegal drugs will result in immediate termination of your trip and may result in prosecution by law enforcement authorities. You are responsible for knowing and observing the licensing laws for drug possession (including prescription and over the counter drugs) for all countries and states you are visiting. Laws may require you to carry a prescription from your doctor.

## 7. TRAVEL INSURANCE

REFINED BY FIRE OFFERS ACCESS TO TRAVEL INSURANCE TO PROTECT ATTENDEES AND THEIR INVESTMENT IN TRAVEL. UNLESS SPECIFICALLY NOTED, TRAVEL INSURANCE IS NOT INCLUDED IN THE COST OF CLIENT'S ITINERARY TO PROTECT AGAINST THIRD PARTY SUPPLIER DEFAULT/BANKRUPTCY PROTECTION, DELAY, INTERRUPTION, MISSED CONNECTION FOR CRUISES, CANCELLATION, MEDICAL

EMERGENCY TRANSPORTATION/EVACUATION & REPATRIATION, BAGGAGE & PERSONAL EFFECTS/LOST LUGGAGE & BAGGAGE DELAY, ILLNESS, JOB LOSS PROTECTION AND CHANGE OF PLANS, ACCIDENTAL DEATH AND DISABILITY, TRAVEL ACCIDENT/SICKNESS MEDICAL EXPENSES, AND MORE. PROPER INSURANCE MAY PROTECT YOU FROM FINANCIAL LOSS IN ALMOST ALL CIRCUMSTANCES. Without appropriate travel insurance, you understand and agree that if you cancel or interrupt your travel for any reason, portions of the trip/tour may not be refunded and Refined By Fire and travel Suppliers' cancellation penalties will apply resulting in the loss of monies up to the full cost of Attendee's travel booking and related costs. The purchase of travel insurance is not required in order to purchase any other product or service offered by Refined By Fire, however if you decline to purchase insurance, Refined By Fire may require that you execute an insurance waiver. Refined By Fire is not a licensed insurance broker, and its advisors are not qualified or authorized to answer technical questions about benefits, exclusions, and conditions of any of the insurance offered, nor evaluate the adequacy of the prospective insured's existing insurance coverage. An additional charge applies for any travel insurance selected. It is your responsibility to know what your insurance policy covers, and to put alternative coverage in place, if you wish to insure for conditions that are excluded by your policy. REFINED BY FIRE CANNOT GUARANTEE THAT ANY INSURANCE PROVIDER WILL APPROVE COVERAGE FOR A CLAIM MADE UNDER THE INSURER'S POLICY AND MAKES NO REPRESENTATIONS ABOUT THE EXTENT OF COVERAGE FOR ANY POLICY IT MAY OFFER OR QUOTE.

#### 8. RESERVATION OF RIGHTS AND CHANGES TO THESE TERMS

We reserve the right, in our sole discretion, to change these Terms and Conditions at any time. Updated versions of the Terms will be provided to Attendees, will be posted on our website and are effective immediately on posting.

#### 9. GENERAL

The laws of the State of Texas govern these Terms and Conditions. You hereby consent to the exclusive jurisdiction and venue of courts in \_\_\_\_\_ insert county\_\_\_\_\_ County, Texas in all disputes arising out of or relating to travel bookings with Refined By Fire. Any claim against Refined By Fire must be brought within 12 months after the date of the completion of the trip and not later. Refined by Fire shall not in any case be liable for damages other than compensatory damages, and you waive any right to claim punitive or exemplary damages. You agree that you may only bring claims in your individual capacity and not as plaintiffs or class members in any class action, proposed or purported class action, or other representative action, regardless of the type of proceeding. You expressly agree to waive and forego any and all rights to bring any such class actions, purported or proposed class actions, or representative actions.

If any part of these Terms and Conditions is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and agreement shall continue in effect.

These Terms and Conditions (and any other terms and conditions referenced herein) constitute the entire agreement between the Client and Refined By Fire with respect to travel bookings made with Refined By Fire by any means, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between Client and Refined By Fire with respect to communications with Refined By Fire. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.