

SXT ADVENTURES

Travel Services Agreement

Including Terms & Conditions

Professional Guidance. Extraordinary Adventures. Clear Expectations.

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Scuba X Travel, Inc. dba SXT Adventures

California Seller of Travel Registration CST #2096404

Member, Travel Consumer Restitution Corporation (TCRC)

Maintains IATA professional credentials and Travel Leaders Network affiliation

Professional accreditation and supplier credential numbers are maintained internally and are not publicly distributed.

WELCOME TO SXT ADVENTURES

Thank you for choosing SXT Adventures. We are honored that you have entrusted us with helping create your next adventure. Whether you are joining us on an African safari, exploring the world's oceans, embarking on an expedition cruise, celebrating a honeymoon, traveling with family, or designing the trip of a lifetime, our mission is to provide thoughtful guidance, exceptional service, and unforgettable travel experiences while helping you explore the world - one adventure at a time.

Travel, particularly international, expedition, and adventure travel, involves many moving parts, independent suppliers, changing regulations, and circumstances beyond anyone's control. This Agreement establishes clear expectations, explains our mutual responsibilities, and protects both our Clients and SXT Adventures so that every journey begins with a shared understanding. We believe informed travelers are confident travelers, and we encourage you to ask questions at any time.

OUR PHILOSOPHY

At SXT Adventures, we believe travel has the power to educate, inspire, connect cultures, support conservation, strengthen communities, and create lifelong memories. Our goal is not simply to book travel. We thoughtfully design meaningful experiences that are professionally planned, responsibly coordinated, and tailored to the interests and needs of each traveler. Whether your journey takes you beneath the ocean's surface, across the African savanna, through ancient archaeological landscapes, or to remote corners of the world, we are committed to knowledgeable guidance, transparent communication, and exceptional service throughout every step of the journey.

OUR COMMITMENT TO STEWARDSHIP

SXT Adventures is committed to responsible tourism, environmental stewardship, wildlife conservation, and respectful engagement with local communities and cultural resources. Clients are expected to support these principles throughout their travels and to comply with applicable local laws, supplier standards, conservation rules, and cultural expectations.

Before You Continue

This Agreement is intended to create clear expectations, not confusion. If you have questions regarding these policies or how they apply to your trip, contact your SXT Adventures Travel Advisor before signing. We are always happy to explain our process and help you make informed travel decisions.

DOCUMENT PURPOSE

This Agreement establishes the legal and operational relationship between SXT Adventures and its Clients by defining the rights, responsibilities, expectations, and procedures governing professional travel planning, coordination, booking, concierge, and related services.

RELATED DOCUMENTS

- 3002 - Group Travel & Expedition Addendum (when applicable)
- 3003 - Custom FIT Travel Addendum (when applicable)
- 3004 - Professional Planning Services Agreement
- 3005 - Booking & Payment Authorization Agreement
- 3006 - Travel Insurance Acceptance / Declination Form
- Applicable itinerary-specific terms, supplier terms, waivers, and authorizations

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ARTICLE 1 - INTRODUCTION & DEFINITIONS

Why This Matters. This Article identifies the parties, defines the language used throughout the Agreement, and explains how and when the Agreement becomes binding.

1.1 Agency Definition

These Travel Services Agreement & Terms and Conditions (the “Agreement”) govern all travel planning, booking, coordination, advisory, administrative, concierge, educational, hosting, escorting, and related services provided by Scuba X Travel, Inc. dba SXT Adventures, including its affiliated brands, divisions, employees, independent contractors, advisors, hosts, destination specialists, representatives, and authorized agents (collectively, “SXT Adventures,” “SXT,” “the Agency,” “we,” “us,” or “our”).

1.2 Client Definition

The terms “Client,” “Guest,” “Traveler,” “Participant,” or “you” refer to any individual whose Travel Services are requested, designed, booked, coordinated, managed, or otherwise facilitated by the Agency. These terms also include any person communicating with the Agency, authorizing services, submitting payment, or arranging travel on behalf of another traveler.

1.3 Travel Services Definition

“Travel Services,” “Travel Arrangements,” “Itinerary,” “Tour,” “Package,” “Expedition,” or “Trip” include any travel-related proposal, itinerary, booking, reservation, consultation, event, group departure, hosted experience, custom travel arrangement, supplier service, documentation assistance, or other travel-related offering coordinated by or through the Agency.

1.4 Supplier Definition

“Supplier” means any independent third-party provider of travel or travel-related services, including airlines, hotels, resorts, cruise lines, liveaboards, safari operators, dive operators, transportation companies, guides, destination management companies, tour operators, excursion providers, insurance providers, government agencies, park and conservation authorities, permit-issuing organizations, and other vendors.

1.5 Acceptance of Agreement

By signing any Agency document, electronically accepting an Agency agreement, approving an itinerary, authorizing work to begin, paying a Professional Planning Fee, submitting a deposit or other payment, or participating in Travel Services coordinated by the Agency, the Client acknowledges that they have read, understood, and agreed to be legally bound by this Agreement.

1.6 Authority for Additional Travelers

The person signing, approving, or submitting payment represents that they are at least eighteen (18) years old and have authority to act for all travelers included in the reservation, including minor travelers where applicable. That person accepts responsibility for communicating the terms of this Agreement and all applicable travel requirements to each traveler in the party.

1.7 Applicability

This Agreement applies to all services provided by SXT Adventures unless modified by a more specific written agreement, itinerary-specific term, Supplier term, addendum, waiver, or written notice issued by the Agency.

ARTICLE 2 - PROFESSIONAL PLANNING SERVICES

Why This Matters. Professional travel planning is a distinct service requiring expertise, research, judgment, supplier relationships, and substantial advisor time. This Article explains how those services and fees are treated.

2.1 Professional Planning Services

SXT Adventures provides professional travel planning, consultation, itinerary design, supplier sourcing, destination research, logistical coordination, travel advisory services, and related professional services.

2.2 Professional Planning Fees

Professional Planning Fees compensate the Agency and assigned Travel Advisor for expertise, research, consultation, itinerary development, supplier coordination, recommendations, destination knowledge, revisions, and related professional work.

2.3 Separate From Travel Costs

Professional Planning Fees are separate from travel costs, Supplier charges, taxes, permits, government fees, conservation fees, park fees, airfare, accommodations, excursions, and other trip-related expenses. They are not automatically applied toward Travel Services.

2.4 Earned and Non-Refundable

Professional Planning Fees are earned as services are performed and become non-refundable once work has commenced, regardless of whether the Client ultimately books or travels.

2.5 Discretionary Courtesies

At the sole discretion of SXT Adventures or the assigned Travel Advisor, a booking credit, upgrade, onboard credit, enhancement, or other courtesy may be extended to a Client who proceeds with a reservation. Prior discretionary courtesies do not create an obligation, entitlement, or precedent for future bookings.

2.6 No Guarantee of Availability

Payment of a Professional Planning Fee does not guarantee Supplier availability, pricing, permit issuance, visa approval, or confirmation of any Travel Service.

2.7 Intellectual Property

All itineraries, proposals, destination research, supplier recommendations, pricing analyses, routing suggestions, travel designs, written recommendations, and related work product created by SXT Adventures remain the intellectual property of the Agency unless otherwise agreed in writing.

2.8 Restrictions on Use

Agency-created materials may not be copied, reproduced, distributed, published, forwarded, modified, used to make independent bookings, or used through another advisor, agency, Supplier, online platform, or third party without prior written consent. The Client further agrees not to use Agency-created materials to solicit competing prices or booking assistance from another party.

ARTICLE 3 - TRAVEL DOCUMENTATION & CONCIERGE SERVICES

Why This Matters. SXT may provide time-intensive visa, permit, entry, and documentation assistance. This Article distinguishes that professional assistance from the decisions and authority of governments and issuing organizations.

3.1 Documentation Assistance

SXT Adventures may assist Clients with preparing, reviewing, coordinating, submitting, tracking, or facilitating travel-related documentation, permits, visas, government registrations, health declarations, entry applications, park and conservation permits, diving or trekking permits, immigration documentation, and other travel requirements.

3.2 Concierge Service Fees

Fees charged for documentation assistance, permit coordination, visa support, administrative services, research, review, communication, submission, or concierge support compensate the Agency for professional services and are separate from government, permit, visa, and Supplier fees.

3.3 No Guarantee of Approval

SXT Adventures does not issue visas, grant permits, approve applications, control government agencies, guarantee processing times, or guarantee admission to any country, park, marine reserve, protected area, dive destination, or regulated location.

3.4 Non-Refundable Service Fees

Documentation and concierge service fees are earned as services are performed and remain non-refundable regardless of any application outcome, government decision, Supplier decision, or entry determination.

3.5 Client Responsibility

The Client must provide complete, accurate, and timely information and review submitted documentation for accuracy. SXT is not responsible for denied applications or entry, processing delays, fines, missed travel, or other losses arising from inaccurate, incomplete, late, or omitted information provided by the Client.

ARTICLE 4 - RESERVATIONS, PAYMENTS & FINANCIAL RESPONSIBILITY

Why This Matters. Travel reservations often require immediate commitments to Suppliers. This Article explains when reservations become confirmed and who bears responsibility for authorized costs.

4.1 Reservation Confirmation

Reservations are not confirmed until the required deposit, payment, or other consideration identified by the Agency has been received and accepted and the applicable Supplier has confirmed the reservation.

4.2 Financial Responsibility

The Client assumes full financial responsibility for all Travel Services, Professional Planning Fees, permits, Supplier charges, administrative fees, documentation fees, taxes, and related expenses authorized directly or indirectly through the Agency.

4.3 Authority to Incur Commitments

Upon authorization to proceed, SXT may secure inventory, reserve space, purchase permits, issue tickets, enter into Supplier agreements, or otherwise incur obligations on the Client's behalf. The Client remains responsible for all resulting charges and obligations.

4.4 Failure to Pay

If required payments are not received by established deadlines, SXT may suspend services, withhold travel documents, cancel reservations, release inventory, remove a Client from a group departure, or decline future bookings.

4.5 Supplier Charges and Client-Requested Changes

Supplier-imposed penalties, taxes, fees, cancellation costs, change or rebooking fees, and other expenses caused by Client requests, actions, delays, omissions, or modifications remain the Client's responsibility.

4.6 Errors and Corrections

SXT may correct typographical, pricing, Supplier, system, or clerical errors appearing in proposals, quotations, invoices, websites, marketing materials, or communications. No manifest error will bind the Agency or Supplier.

ARTICLE 5 - PAYMENT PLANS, LATE PAYMENTS & PAYMENT SCHEDULES

Why This Matters. SXT may extend interest-free installment plans as a valuable courtesy. Maintaining the agreed schedule protects Supplier reservations, pricing, and group inventory.

5.1 Courtesy Payment Plans

SXT Adventures may offer interest-free installment payment plans for select trips. These plans are a convenience and do not constitute a loan, line of credit, or financing agreement.

5.2 Payment Deadlines

The Client agrees to make each scheduled payment on or before the due date communicated by the Agency.

5.3 Grace Period and Late Status

A payment is considered late if it has not been received within three (3) calendar days after the stated due date.

5.4 Administrative Late Fee

SXT may waive a first late-payment occurrence at its sole discretion. Subsequent late-payment occurrences may incur a Fifty Dollar (\$50.00) administrative fee per occurrence.

5.5 Loss of Payment Plan Privileges

Repeated late payments may result in one or more of the following:

- Loss of installment payment privileges
- Acceleration of the remaining balance
- Suspension of planning or booking services
- Cancellation or release of reservations and inventory
- Removal from a group departure
- Denial of future payment-plan eligibility

5.6 Impact of Late Payments

Late payments may result in:

- Loss of promotional pricing or early-booking incentives
- Loss of preferred rooms, cabins, tents, or accommodation categories
- Loss of airfare, permits, excursions, or limited inventory
- Additional Supplier deposits, penalties, or fare increases
- Increased package or occupancy costs

SXT is not responsible for losses, increases, or Supplier consequences arising from late payment. Any resulting cost remains the Client's responsibility.

5.7 Returned or Failed Payments

The Client is responsible for charges arising from declined cards, returned checks, failed ACH transactions, insufficient funds, payment reversals, or other failed payment methods, including related banking, Supplier, administrative, collection, and legal costs where permitted by law.

Questions?

Your SXT Adventures Travel Advisor is happy to explain any policy in Articles 1-5. Please ask questions before signing; we are committed to transparency and want you to feel informed and confident.

ARTICLE 6 - PRICING, AVAILABILITY & CURRENCY FLUCTUATIONS

Why This Matters. Travel pricing is influenced by availability, foreign exchange, fuel, taxes, government charges, and Supplier decisions. This Article explains when pricing is final and how changes are handled.

6.1 Availability and Confirmation

All quotations, estimates, proposals, itineraries, package costs, and travel arrangements are subject to availability and may change until confirmed by the applicable Supplier and required deposits have been received.

6.2 Foreign Currency and Market Factors

Travel Services may be priced in foreign currencies or influenced by exchange rates, fuel costs, taxes, park and conservation fees, permit costs, Supplier operating expenses, and market conditions.

6.3 Supplier and Government Increases

SXT may adjust pricing before final confirmation to reflect increases imposed by Suppliers, governments, transportation providers, conservation authorities, or regulatory agencies. The Client is responsible for resulting increases.

6.4 Promotions and Limited Offers

Promotions, discounts, early-booking incentives, group prices, and special offers may be changed, withdrawn, or become unavailable before confirmation. SXT is not responsible for unavailable promotions, sold-out inventory, or Supplier pricing changes.

ARTICLE 7 - GOVERNMENT FEES, PERMITS & REGULATORY CHARGES

Why This Matters. Specialty travel frequently requires permits and regulatory charges that may be limited, non-transferable, and immediately non-refundable.

7.1 Regulatory Charges

Travel Services may require park, marine reserve, conservation, trekking, diving, wildlife, archaeological or cultural-site permits; tourism levies; visas; entry authorizations; government registrations; and other regulatory charges.

7.2 Control by Issuing Authorities

These fees and requirements are established and controlled by governments, conservation authorities, park agencies, tourism boards, and other issuing entities. SXT does not control their amount, availability, timing, or rules.

7.3 Immediate Non-Refundability

Certain permits and fees become non-refundable immediately upon purchase, regardless of cancellation date, medical circumstances, weather, transportation disruptions, nonuse, or any other reason.

7.4 Limited Availability

Availability may be restricted by quotas, lotteries, conservation policies, seasonal closures, wildlife management decisions, security concerns, or regulatory changes.

7.5 Agency Disclaimer

SXT is not responsible for permit denials or shortages, fee increases, regulatory changes, quota reductions, park or marine-reserve closures, conservation restrictions, or issuance delays. The Client remains responsible for resulting costs.

ARTICLE 8 - AIRFARE

Why This Matters. Airline tickets and operations are governed by carrier rules and may change without notice. This Article clarifies SXT's role and the Client's responsibilities.

8.1 Airline Rules

Airfare is governed by the rules, restrictions, conditions, and contracts imposed by the applicable airline, consolidator, or ticketing authority.

8.2 Ticket Restrictions

Unless expressly confirmed otherwise in writing, airline tickets are generally non-refundable, non-transferable, and subject to penalties or complete loss of value once issued.

8.3 Airline Changes

Airlines may change schedules, routes, equipment, operating carriers, baggage rules, seats, and fare conditions without notice.

8.4 Airline Operations

SXT is not responsible for flight delays or cancellations, missed connections, schedule changes, denied boarding, equipment substitutions, baggage loss or delay, seat changes, labor actions, operational disruptions, or airline insolvency.

8.5 Client Responsibilities

The Client must comply with airline check-in, identification, passport, documentation, baggage, and timing requirements. Failure to appear, cancel before departure, or meet carrier requirements may result in complete forfeiture of ticket value.

8.6 Agency Advocacy

SXT may make reasonable efforts to assist or advocate with an airline or ticketing provider, but cannot compel any Supplier to issue a refund, credit, exception, seat assignment, upgrade, or other accommodation.

ARTICLE 9 - CANCELLATIONS & REFUNDS

Why This Matters. Cancellations trigger Agency and Supplier rules that may create immediate financial consequences. This Article explains how cancellation requests are received and what recovery can and cannot be promised.

9.1 Written Cancellation Required

All Client-initiated cancellations must be submitted using the Agency's designated written Cancellation Request Form. A cancellation is not received until the completed form is acknowledged by SXT.

9.2 Effective Date

The effective cancellation date is the date on which the properly completed request is received and acknowledged by the Agency during business operating hours.

9.3 Non-Refundable Professional Fees

Professional Planning Fees, consultation, documentation, concierge, administrative, and other professional service fees remain non-refundable once services have commenced.

9.4 Supplier Penalties

Suppliers may impose penalties immediately upon booking. Actual cancellation charges are determined by applicable Supplier contracts and may include forfeiture of deposits, ticket costs, permits, or all amounts paid.

9.5 Group, Custom and Specialty Travel

Group departures, hosted travel, custom FIT itineraries, safaris, dive expeditions, affinity groups, cruises, and specialty travel may be subject to substantial penalties, including one hundred percent (100%) forfeiture within the applicable penalty period.

9.6 Reasonable Assistance; No Guarantee of Recovery

SXT may assist Clients in pursuing available refunds, credits, vouchers, transfers, insurance benefits, or other remedies, but cannot compel a Supplier and makes no guarantee of recovery, timing, or outcome.

9.7 Reservation Transfers

A transfer to another traveler is permitted only when approved by SXT and all applicable Suppliers and remains subject to availability, qualification requirements, permit restrictions, name-change rules, administrative charges, and Supplier fees.

9.8 Duty to Mitigate and Cooperate

The Client agrees to make reasonable efforts to limit or mitigate losses; cooperate with SXT, Suppliers, insurers, financial institutions, and government authorities; and promptly communicate any circumstance that may affect Travel Services, claims, or recovery efforts.

ARTICLE 10 - TRAVEL INSURANCE

Why This Matters. Travel insurance may be the only practical source of reimbursement for covered losses. This Article explains SXT's recommendation and the limits of the Agency's role.

10.1 Strong Recommendation and Possible Requirement

Travel insurance is strongly recommended for every Client and may be required for certain destinations, activities, Suppliers, group departures, or expeditions.

10.2 Potential Source of Recovery

Insurance may be the sole source of reimbursement for covered cancellation, interruption, delay, missed connection, baggage, medical, evacuation, political evacuation, Supplier default, or other travel-related losses.

10.3 Agency Role

SXT may provide information or facilitate access to quotes as a courtesy. The Agency does not underwrite policies, determine coverage, interpret policy language, approve or process claims, or guarantee benefits or reimbursement.

10.4 Client Responsibility

The Client must review policy documents, deadlines, exclusions, pre-existing-condition provisions, covered reasons, limits, and claims requirements and select coverage appropriate to their needs.

10.5 Declining or Delaying Coverage

The Client accepts responsibility for losses not covered because insurance was declined, purchased late, insufficient, or otherwise unavailable. SXT assumes no responsibility for losses that might have been recoverable under suitable coverage.

10.6 Separate Acknowledgment

The Client's insurance election must be documented through the Travel Insurance Acceptance / Declination Form or another written acknowledgment approved by SXT.

ARTICLE 11 - SUPPLIER RESPONSIBILITY

Why This Matters. SXT provides substantial planning, hosting, coordination, educational, and concierge value, while most underlying travel services are performed by independent Suppliers. This Article preserves that important distinction.

11.1 Agency Role

SXT Adventures primarily acts as an intermediary between Clients and independent third-party Suppliers and may also provide planning, advisory, concierge, educational, hosting, coordinating, escorting, destination-specialist, group-leadership, and related professional travel services. The Agency's role may include itinerary design, supplier sourcing, destination expertise, consultation, documentation assistance, educational programming, hosted experiences, and trip coordination.

11.2 Independent Suppliers

Suppliers may include, but are not limited to:

- Airlines
- Hotels and resorts
- Safari operators and camps
- Dive operators and liveaboards
- Cruise lines and expedition vessels
- Transportation companies
- Guides and tour operators
- Excursion and activity providers
- Restaurants and event venues
- Destination management companies
- Insurance providers
- Government, park, permit, and conservation authorities
- Other travel-related vendors

11.3 No Operational Control

Except where expressly stated in writing, SXT does not own, operate, manage, supervise, control, employ, direct, or assume operational responsibility for a Supplier or its aircraft, vessels, vehicles,

accommodations, restaurants, guides, activities, excursions, facilities, government processes, or other services.

11.4 Supplier Liability

SXT is not responsible for a Supplier's acts, omissions, negligence, errors, breaches, failures, service deficiencies, injuries, illnesses, delays, cancellations, schedule changes, property damage, financial losses, or other conduct. Each Supplier maintains its own terms, cancellation rules, liability limitations, safety standards, operating procedures, and participation requirements, which may apply in addition to this Agreement.

11.5 Hosted Experiences and Agency-Sponsored Activities

SXT may organize, host, coordinate, escort, facilitate, sponsor, participate in, or provide educational content for receptions, meals, conservation programs, presentations, workshops, affinity activities, social gatherings, excursions, destination experiences, and other events. Unless expressly stated otherwise in writing, these experiences are conducted with independent venues, operators, accommodations, transportation providers, guides, restaurants, activity providers, or other Suppliers. SXT's hosting or coordination does not convert the Agency into the owner or operator of the underlying third-party service.

11.6 No Warranty of Supplier Performance

SXT makes no warranty or guarantee concerning a Supplier's performance, safety, quality, availability, suitability, financial condition, or future operation. The Agency may reasonably advocate for a Client but cannot compel any Supplier to provide a refund, credit, exception, upgrade, replacement, or other accommodation.

ARTICLE 12 - SUPPLIER FINANCIAL FAILURE

Why This Matters. Suppliers are independent businesses whose financial condition is outside SXT's control.

12.1 Independent Businesses

Suppliers operate independently, and SXT does not control or guarantee their financial health, continued operation, or solvency.

12.2 No Agency Liability

SXT is not responsible for losses resulting from Supplier bankruptcy, insolvency, liquidation, reorganization, closure, cessation of operations, or inability to perform.

12.3 Potential Remedies

Any recovery is governed by applicable Supplier policies, insurance, payment-processor or financial-institution protections, and law. SXT may assist with available remedies but cannot guarantee recovery.

ARTICLE 13 - FORCE MAJEURE

Why This Matters. Travel can be affected by events that neither SXT nor the Client can control. This Article explains how those events may affect Travel Services and remedies.

13.1 Events Beyond Reasonable Control

SXT is not responsible for losses, delays, cancellations, interruptions, substitutions, modifications, or expenses caused by events beyond its reasonable control.

13.2 Examples

Examples include, without limitation:

- Natural disasters, severe weather, wildfire, volcanic activity, flood, earthquake, tsunami, or drought
- Pandemic, epidemic, disease outbreak, or public-health emergency
- Government action, border closure, visa suspension, quarantine, or travel restriction
- Civil unrest, riot, terrorism, war, military action, or political instability
- Labor action, transportation disruption, utility failure, or cyberattack
- Supplier failure, park closure, wildlife-related closure, conservation restriction, or similar event

13.3 Necessary Modifications

When reasonably necessary, SXT may modify routing, schedules, accommodations, transportation, activities, or Suppliers; postpone or cancel all or part of an itinerary; or otherwise adapt Travel Services.

13.4 Remedies

Refunds, credits, vouchers, and other remedies remain governed by applicable Supplier policies, insurance, and law. SXT is not responsible for incidental or consequential expenses, lost enjoyment, or additional travel costs arising from a Force Majeure event.

13.5 Travel Advisories

Government travel advisories and notices are informational and do not automatically create a right to cancel, receive a refund, or modify Supplier penalties. The Client is responsible for reviewing advisories and deciding whether to travel, subject to applicable Supplier and Agency terms.

Questions?

Articles 6-13 address pricing, permits, air, cancellations, insurance, Suppliers, and events outside anyone's control. Your Advisor is available to explain how these provisions apply to your specific itinerary.

ARTICLE 14 - PASSPORTS, VISAS & ENTRY REQUIREMENTS

Why This Matters. Travel documents and entry requirements can change quickly and are ultimately the traveler's responsibility.

14.1 Client Responsibility

The Client is solely responsible for obtaining, maintaining, reviewing, and carrying all travel documentation necessary for participation in Travel Services.

14.2 Required Documentation

Documentation may include:

- Passports
- Visas and electronic travel authorizations
- Entry or re-entry permits
- Vaccination records and health certificates
- Customs and immigration forms
- Government registrations and travel declarations
- Diving and activity certifications
- Any other required documentation

14.3 Validity Requirements

Many destinations require a passport to remain valid for six (6) months or more beyond travel and may require blank pages, onward-travel evidence, health records, or other documentation.

14.4 Courtesy Information

SXT may provide requirement information as a courtesy, but laws and government procedures change frequently. The Client must independently verify current requirements with authoritative government sources.

14.5 Consequences

SXT is not responsible for denied boarding or entry, visa denial or delay, passport issues, immigration or customs decisions, quarantine, deportation, missed travel, or other losses caused by insufficient or inaccurate documentation.

ARTICLE 15 - HEALTH, FITNESS & PARTICIPATION REQUIREMENTS

Why This Matters. Many SXT experiences involve physical activity, environmental exposure, remote locations, and limited access to medical care.

15.1 Participation Requirements

Travel Services may involve scuba diving, snorkeling, freediving, safari activities, trekking, hiking, boat travel, liveaboard operations, wildlife encounters, high altitude, heat, uneven terrain, remote transportation, and other adventure activities.

15.2 Client Assessment

The Client is responsible for determining whether they are physically, mentally, emotionally, and medically capable of participating.

15.3 Medical Advice

SXT does not provide medical advice and makes no representation concerning a Client's ability to participate safely.

15.4 Medical Consultation and Disclosure

Clients should consult qualified medical professionals and disclose any condition, medication, mobility limitation, pregnancy-related consideration, allergy, dietary restriction, or other issue that may materially affect safe participation or arrangements.

15.5 Safety Decisions

When necessary to protect the Client, other travelers, staff, Suppliers, wildlife, or property, SXT or a Supplier may deny participation, require medical clearance, or modify arrangements.

15.6 Unused Services

No refund is due for services not used because of health, fitness, mobility, medical, certification, or participation limitations.

ARTICLE 16 - ASSUMPTION OF RISK

Why This Matters. Adventure, expedition, wildlife, marine, and international travel can involve elevated and unpredictable risks.

16.1 Inherent Risks

The Client acknowledges risks that may be known or unknown, foreseeable or unforeseeable, and controlled or uncontrolled.

16.2 Examples

Risks may include:

- Illness, injury, permanent disability, or death
- Wildlife or marine-life encounters
- Diving, boating, vehicle, or aircraft incidents
- Falls, equipment failure, remote medical care, or environmental exposure
- Weather events and natural disasters
- Political instability, crime, theft, or property loss
- Actions or omissions of third parties

16.3 Voluntary Participation

The Client voluntarily assumes the risks associated with Travel Services, activities, excursions, expeditions, and transportation coordinated by SXT.

16.4 Personal Responsibility

The Client accepts responsibility for their own decisions, conduct, safety, equipment, compliance, and participation.

16.5 Wildlife and Natural Conditions

Wildlife behavior, sightings, proximity, migration, weather, water visibility, diving conditions, environmental conditions, and photographic opportunities are unpredictable. No particular encounter, condition, or outcome is guaranteed.

ARTICLE 17 - PHOTOGRAPHY, VIDEO & MARKETING MATERIALS

Why This Matters. Photography and storytelling are integral to SXT's hosted and group travel experiences. This Article explains the media rights granted through participation.

17.1 Agency Media Use

SXT regularly captures and uses photographs, video, audio, testimonials, reviews, written comments, and social-media content during Travel Services.

17.2 Grant of Rights

By participating, the Client grants SXT and its affiliates an unrestricted, perpetual, worldwide right to photograph, record, reproduce, publish, distribute, display, edit, modify, and otherwise use the Client's likeness, image, voice, comments, testimonials, and appearance in media now known or later developed.

17.3 Permitted Uses

Uses may include:

- Websites and social media
- Brochures, newsletters, and email marketing
- Advertising and public relations
- Educational presentations and materials
- Video productions and future-trip marketing
- Internal training and operational communications

17.4 No Compensation

No compensation, royalty, approval right, or other payment is due for permitted use.

17.5 No Obligation to Remove Content

SXT is not obligated to remove, blur, crop, obscure, edit, or otherwise modify photographs, recordings, publications, or marketing materials that include the Client.

17.6 Exceptional Safety Concerns

SXT may, but is not obligated to, consider a request involving a legitimate personal-safety, legal-privacy, or similarly exceptional concern.

ARTICLE 18 - ELECTRONIC COMMUNICATIONS & SIGNATURES

Why This Matters. SXT uses modern electronic tools to provide agreements, invoices, notices, forms, and records efficiently and securely.

18.1 Electronic Delivery and Consent

The Client consents to electronic communications, records, signatures, acknowledgments, digital initials, online forms, waivers, payment authorizations, invoices, itineraries, notices, and document delivery.

18.2 Legal Equivalency

Electronic signatures, initials, checkbox acknowledgments, payment submissions, and online acceptances have the same force and effect as handwritten signatures to the fullest extent permitted by law.

18.3 Communication Timing

A communication is deemed delivered when transmitted to the email address, phone number, portal, or other electronic contact provided by the Client, unless SXT receives a system-generated notice that delivery failed.

18.4 Client Contact Information

The Client must maintain accurate contact information, monitor communications, and promptly notify SXT of any change.

18.5 Record Retention

Electronic records may be retained and used in disputes, claims, chargeback responses, administrative matters, or legal proceedings.

ARTICLE 19 - CREDIT CARD DISPUTES & CHARGEBACKS

Why This Matters. Travel charges often fund immediate Supplier commitments and professional work. Improper disputes can create significant harm even when the underlying charge was authorized.

19.1 Client Acknowledgment

The Client acknowledges that travel arrangements may involve immediate Supplier deposits, permits, ticketing, professional planning, documentation, and administrative expenses that become non-refundable upon authorization.

19.2 Agreement Not to Improperly Dispute Charges

The Client agrees not to initiate a chargeback, reversal, or payment dispute for charges properly authorized and processed under this Agreement, applicable Supplier policies, or a signed or electronic authorization.

19.3 Supporting Documentation

In responding to a dispute, SXT may provide relevant records, including:

- Signed agreements and electronic acknowledgments
- Payment and authorization records
- Invoices and Supplier documents
- Reservation confirmations and itinerary approvals
- Email, text, portal, and other communications
- Waivers, cancellation forms, and insurance acknowledgments

19.4 Continuing Responsibility and Recovery

A pending or completed payment dispute does not extinguish amounts properly owed. SXT may suspend services, deny future bookings, pursue collection, and recover improperly disputed funds and related administrative, collection, legal, and Supplier costs where permitted by law.

ARTICLE 20 - PARTICIPANT CONDUCT

Why This Matters. Respectful conduct protects the safety, enjoyment, culture, wildlife, communities, and resources involved in every SXT experience.

20.1 Expected Conduct

Participants must act lawfully, safely, and respectfully toward fellow travelers, guides, crews, Suppliers, local communities, wildlife, cultural resources, protected areas, and SXT representatives.

20.2 Grounds for Removal

SXT or an applicable Supplier may restrict, suspend, or terminate participation for conduct that is:

- Unsafe, illegal, abusive, harassing, or threatening
- Intoxicated, reckless, disruptive, or detrimental to others
- Environmentally harmful or culturally disrespectful
- In violation of Supplier rules, local law, or conservation requirements

20.3 Costs of Removal

Transportation, accommodation, repatriation, legal, Supplier, or other costs arising from removal are the participant's responsibility.

20.4 No Refund

No refund is due for Travel Services lost or unused because of removal or conduct-related restrictions.

Questions?

Articles 14-20 address documents, health, participation risks, media, electronic records, payment disputes, and conduct. Please contact your Advisor before signing if any point is unclear or raises a concern.

ARTICLE 21 - LIMITATION OF LIABILITY

Why This Matters. This Article limits SXT's exposure to the extent permitted by law while preserving the Client's rights against the party actually providing the underlying service.

21.1 Maximum Liability

To the fullest extent permitted by law, SXT's aggregate liability arising from any Travel Service is limited to the amount actually paid directly to SXT for the specific Agency services giving rise to the claim.

21.2 Excluded Damages

To the fullest extent permitted by law, SXT is not liable for:

- Consequential, incidental, indirect, special, exemplary, or punitive damages
- Emotional distress, personal disappointment, or loss of enjoyment
- Lost profits, business opportunities, vacation time, or future benefits

21.3 Supplier Claims

The Client acknowledges that SXT primarily coordinates services provided by independent Suppliers and preserves any available claims directly against the responsible Supplier, subject to that Supplier's terms and applicable law.

21.4 Non-Waivable Rights

Nothing in this Agreement waives a right or remedy that cannot lawfully be waived under applicable law.

ARTICLE 22 - GOVERNING LAW & VENUE

Why This Matters. A consistent forum reduces uncertainty and allows disputes to be handled where SXT is based and regulated.

22.1 Governing Law

This Agreement is governed by the laws of the State of California, without regard to conflict-of-law principles.

22.2 Exclusive Venue

Any claim, dispute, action, or proceeding arising from this Agreement or Travel Services provided by SXT must be brought exclusively in a state or federal court located in California, subject to any non-waivable law.

22.3 Consent

The parties consent to personal jurisdiction and venue in those courts and waive objections based on forum or inconvenience to the fullest extent permitted by law.

ARTICLE 23 - PROFESSIONAL CREDENTIALS, REGULATORY COMPLIANCE & INDUSTRY MEMBERSHIPS

Why This Matters. SXT maintains professional credentials and regulatory registrations that support transparent, professional travel planning.

23.1 California Seller of Travel

Scuba X Travel, Inc. dba SXT Adventures is registered as California Seller of Travel CST #2096404. Registration as a Seller of Travel does not constitute approval by the State of California.

23.2 Travel Consumer Restitution Corporation

SXT Adventures is a member of the Travel Consumer Restitution Corporation (TCRC), subject to applicable eligibility requirements, statutes, and program terms.

23.3 Professional Credentials and Affiliations

SXT maintains IATA professional credentials, Travel Leaders Network affiliation, and may maintain additional supplier, destination, educational, conservation, and specialty-travel credentials. Professional identification and accreditation numbers are maintained internally and are not publicly distributed.

23.4 Regulatory Updates

SXT may update disclosures, registrations, memberships, and credential descriptions as legal, regulatory, or industry requirements change.

ARTICLE 24 - SEVERABILITY

Why This Matters. If one provision is found unenforceable, the remainder of the Agreement should continue to operate.

24.1 Severability

If any provision is determined to be invalid, unlawful, or unenforceable, it will be modified to the minimum extent necessary to make it enforceable or severed if modification is not possible. The remaining provisions remain in full force and effect.

ARTICLE 25 - ENTIRE AGREEMENT, ADDENDA & ORDER OF PRECEDENCE

Why This Matters. SXT's document system includes a Master Agreement and more specific supporting documents. This Article explains how they work together.

25.1 Entire Understanding

This Agreement, together with applicable addenda, planning agreements, booking and payment authorizations, insurance acknowledgments, waivers, itinerary-specific terms, Supplier terms, cancellation or transfer forms, and related documents constitutes the complete agreement between the Client and SXT concerning the covered Travel Services.

25.2 Incorporated Addenda

Certain Travel Services are also governed by one or more itinerary-specific addenda, including the Group Travel & Expedition Addendum or Custom FIT Travel Addendum. By booking covered Travel Services, the Client agrees to applicable addenda, which are incorporated into this Agreement by reference.

25.3 Superseding Effect

The Agreement supersedes prior oral or written discussions, representations, marketing statements, understandings, or communications concerning the same subject matter, except for a later written document issued or approved by SXT.

25.4 Order of Precedence

If this Agreement conflicts with an itinerary-specific addendum, Supplier-specific term, Professional Planning Services Agreement, Booking & Payment Authorization Agreement, Travel Insurance Acknowledgment, waiver, or other Agency document, the more specific document

governs only with respect to the subject matter it specifically addresses. Mandatory Supplier terms and non-waivable law also apply.

25.5 Written Modifications Only

No oral statement, informal communication, custom, or prior course of dealing modifies this Agreement unless expressly confirmed in writing by an authorized representative of SXT.

OUR COMMITMENT

At SXT Adventures, we believe the strongest travel experiences begin with trust, communication, and shared expectations. This Agreement is intended to promote transparency, professionalism, and mutual understanding so that you and our team can focus on what matters most - creating extraordinary travel experiences together.

Questions Before You Agree?

Contact your SXT Adventures Travel Advisor before signing or submitting payment. We want every Client to understand the policies that apply to their travel arrangements and to feel informed, prepared, and confident.

ARTICLE 26 - ACKNOWLEDGMENT

Why This Matters. The acknowledgment brings the Agreement together and confirms that the Client had an opportunity to review and ask questions before accepting its terms.

26.1 Client Acknowledgment

By signing an Agency document, accepting an electronic agreement, authorizing services, paying a Professional Planning Fee, deposit, or other amount, approving an itinerary, or participating in Travel Services, the Client acknowledges that:

- They have read and understood this Agreement
- They have had an opportunity to ask questions before accepting it
- They agree to be legally bound by its terms
- They understand the cancellation and payment provisions
- They understand the recommendation to purchase suitable travel insurance
- They understand the inherent risks of travel and the limits of SXT's role
- They understand that applicable Supplier terms and addenda may also govern
- They are authorized to act for any additional travelers included in the reservation
- They voluntarily accept the provisions of this Agreement

26.2 Purpose of Agreement

The Client acknowledges that this Agreement establishes clear expectations, responsibilities, rights, and procedures relating to Travel Services provided by SXT Adventures.

THANK YOU

Thank you for choosing SXT Adventures. We know you have many options when planning your travels, and we are truly grateful for the opportunity to be part of your journey. Our team is committed to knowledgeable guidance, responsive service, thoughtful planning, and meaningful travel experiences from your first conversation through your return home.

We look forward to helping you explore the world - One Adventure at a Time!

OPTIONAL SIGNATURE ACKNOWLEDGMENT

This signature block may be used when the Agreement is signed directly. SXT may instead obtain acceptance through a Booking & Payment Authorization Agreement, electronic checkbox acknowledgment, or other approved electronic-signature workflow.

Client Full Legal Name	
Trip / Itinerary	
Client Signature	
Date	
Electronic Record / Envelope ID	

DOCUMENT CONTROL

Document ID	3001
Title	SXT Adventures Travel Services Agreement Including Terms & Conditions
Version	1.0.0
Knowledge Classification	Operational
Owner	Nicolena “Niki” Berry
Status	Internal Review / Attorney Review Draft
Next Scheduled Review	July 2027

REVISION HISTORY

Version	Date	Description	Prepared / Edited By	Approved By
1.0.0	July 2026	Initial integrated SXT Compass edition for internal and attorney review	SXT Compass Managing Editor	Pending

EDITORIAL AND LEGAL REVIEW NOTE

This document is an operational and editorial draft prepared to reflect SXT Adventures’ intended business practices. It should be reviewed by qualified California travel counsel before publication or implementation. Counsel should specifically review enforceability, consumer disclosures, Seller of Travel compliance, limitation-of-liability provisions, electronic contracting, media rights, chargeback language, and the relationship among the Master Agreement, addenda, Supplier terms, and waivers.