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EXPLORIFY
RENTALS & TOURS



TERMS & CONDITIONS for Explorify Tours llc. (FL Corporation No. XXXXXXXXXXXX , EIN XXXXXXXXXXXX)

These terms and conditions (the "Terms and Conditions") govern all purchases and sales of tours, travel, services and products between Explorify Tours llc, 46 N Orange Blossom Trail, Orlando, FL 32805, a Florida corporation (entity number: XXXXXXXXXXXX, EIN XXXXXXXXXXXX), hereafter referred to as "Explorify" "We" or "Us", and Customer, hereafter referred to as "You" or "Your". These Terms and Conditions, along with Your order, confirmed by a written order confirmation and/or payment confirmation and/or specified invoice and payment plan, constitute the entire contract between You and Explorify. By placing an order with Explorify through our website www.explorify.com and/or www.explorifytours.com (also referred to as "Web Shop") You agree to be bound by these Terms and Conditions as well as the terms and conditions of Explorify Rentals LLC, Explorify INC/LLC/AS/AB and all companies' and/or partners that will be used to deliver the services and products included in Your order. These Terms and Conditions affect Your legal rights and obligations. If You do not agree to be bound by the Terms and Conditions, do not place an order with Explorify on our website; www.explorify.com and/or www.explorifytours.com.

Our "Guided Tours", "Self-drive Tours", "Road Trips", "Custom Tours" and "Rentals", all have specific terms and conditions covered under separate sections in Terms and Conditions. No agent, employee or representative of Explorify is authorized to waive our Terms and Conditions, or requirements stipulated by the laws and regulations under which Explorify operate.

These Terms and Conditions and other information on www.explorify.com and www.explorifytours.com are only available in English. We reserve the right, in our sole discretion, to change these Terms and Conditions from time to time without notice. It is Your responsibility to review the most current version of our Terms and Conditions on our website www.explorify.com and/or www.explorifytours.com before placing Your order. Any changes to the Terms and Conditions will be effective as of the time of posting on our website and will apply to any order placed from the date of posting forward. We store information about the version of the Terms and Conditions that applies to Your order. While we strive to ensure that all information on our website is updated and accurate, Explorify disclaims any liability for any loss, direct or indirect, arising from the use of, or reliance on, such information.

All tours and services provided by Explorify are subject to changes in travel dates and times. Customers will be notified about all changes in tour dates and times via the e-mail address given in the reservation, or phone number added to the reservation. Thus, it is Your responsibility to ensure that You provide Us with Your most current email address and phone number. It is also Your responsibility to "whitewash" our e-mail address info@explorifytours.com from your spam filter, since it will be used to send you all necessary info regarding your order. Since departure dates and flight times change on occasion, **You should check Your departure/return flight between 24 and 72 hours before departure.**

GENERAL TERMS

To make a purchase on www.explorify.com and/or www.explorifytours.com you must be 21 years old, have at least one year of driving experience on a heavy motorcycle/car, as applicable, a valid driver's license for the operation of the subject vehicle and a credit card from a major card company (Visa, MasterCard, Diners, American Express etc.). No debit and/or pre-paid cards are accepted.

By placing an order on www.explorify.com and/or www.explorifytours.com You accept our Terms and Conditions as set forth on Our web shop, and any other document that you sign; You acknowledge that you had an opportunity to read the entire Agreement before signing. You authorize us to process a separate credit/debit card voucher in your name for all Charges, including Tolls and Violations; and authorize us to release your billing/rental information to third parties for billing/processing purposes. All Charges are subject to final audit. You declare that You have a valid driver's license authorizing you to operate the vehicle you are renting for the entire rental period. Explorify shall not be liable for losses resulting from refusal to approve/accept your driver's license. You covenant and declare that you carry appropriate levels of travel and medical insurance coverage for the entire rental period.

Consumer purchases are regulated by Consumer law, Marketing law, the Personal Data Act, E-Commerce Act, Credit Act and the Package Tour Law.

Where these Terms and Conditions require authorization in writing, that requirement is fulfilled when such authorization is conveyed via email or other digital media.

1. Parties' Contact Information

Vendor: Explorify Tours Inc, 46 N Orange Blossom Trail, Orlando, FL 32805, Tel: +1 (800) 284-8482, Email: info@explorifytours.com.

Customer: The person(s) identified as the customer on the order is/are responsible for providing correct personalia, valid email addresses and telephone numbers, and whitewash Our e-mail address.

2. Reservations and Purchases on Our Website: www.explorify.com and/or www.explorifytours.com

Reservations can be made by:

Tel: +1 (800) 284-8482 or (310) 956-6321

Email: info@explorifytours.com

Internet: www.explorify.com and/or www.explorifytours.com

To ensure a safe and secure customer experience when ordering/shopping on our Web Shop, we have developed the following process:

- * Choose your package tour, self-drive tour, vehicle rental, road trip, custom tour, service or product
- * Choose number of tur participants/packages
- * Choose room type/accomodation
- * Choose vehicle/attractions/add-ons
- * Place your order / Check-out
- * Choose method of payment
- * Order confirmation & Payment receipt (will be sent you)

Most of our tours are ticketless. When booking a tour, rental, product or service, You must provide Your email address and (mobile) phone number. **It is important that Your contact information is accurate and up-to-date as it is our only way to get in contact with You and notify You of any important changes to Your order.**

3.1 Responsibility, Order and Contract Process

Your order becomes binding when the order is registered in our Web Shop on our server (and Your order does not deviate from the terms offered on our Web shop) and We issue written confirmation of Your order. Read the order confirmation carefully when You receive it to ensure that the confirmation follows your order. Please keep the confirmation for Your records.

If our order confirmation includes products and/or services not stated in Your order or otherwise set forth on our Web Shop, you should consider our confirmation a new offer which You may decline or accept. If you want to accept this offer, so indicate by return email. If the new terms proposed are not acceptable to You, please also so indicate by return email. In that instance we will make every effort to satisfy the terms of Your original order, which again, must be confirmed by Explorify in writing. If you do not send us a return mail withing 3 business days, we will consider it a confirmation of your acceptance of the new offer.

Remember that Your username with Us is the email address you provided when ordering.

Please note it is Your responsibility to submit your name exactly as it is written/registered in your passport; all names and letters included and in the correct sequence. We normally purchase airline tickets for your travel 7-9 months before the departure date of your tour purchase, based on the info you have provided in your booking. You will be responsible for any costs related to changes of your airline tickets because you did/have not submitted your complete personalia info exactly as it is written in your passport.

3.2 YOUR REPRESENTATIONS

By placing an order on www.explorify.com and/or www.explorifytours.com, You accept our Terms and Conditions, and represent that (i) You are at least 21 years of age and in sound medical condition; (ii) You understand that unique risks are involved in motorcycle riding; (iii) You possess the skill, knowledge, confidence and experience on motorcycles, both size & models, to operate the rental motorcycle/vehicle in a safe manner; (iv) You will not operate the motorcycle without wearing a D.O.T. certified helmet; (v) You possess a valid driver's license (including an international driver's license if applicable) authorizing you to operate the vehicle you are renting for the entire rental period, (VI) You represent that Your license qualifies You to operate a motorcycle in the state or country of Your permanent residence with the same rating as the Motorcycle; and (VII) You are not under the influence of an alcoholic beverage or a controlled substance or any prescription or non-prescription drug which could impair my ability to operate the motorcycle, (VIII) You possess a valid credit card with the necessary coverage for your insurance and/or LDW deposit or similar (\$100-\$2.500) (No Debit or Pre-paid cards are accepted). (VIII) You declare that Explorify shall not be liable for any losses

resulting from the Rental Agency's (vehicle owner's) refusal to approve/accept your driver's license and/or your credit card/method of payment. (X) You covenant and declare that you carry appropriate levels of travel and medical insurance coverage for the entire rental period. (XI) You covenant and declare that you are responsible for obtaining all necessary travel documents, including visas (e.g., Esta for the United States) and passports that apply to travel in all countries you want to contact and/or stay in during your travel and/or any related travel.

3.3 Guided/Package Tours Include:

- Car or motorcycle rental, standard model (including unlimited mileage, all taxes, one-way fees and surcharges, if not otherwise specified).
- First choice of car/motorcycle.
- SLI insurance (state minimum required by law)
- Loss Damage Waiver (LDW), see Section 3.15
- Helmet rental (open half shell helmet)
- Accommodation in shared double room (2 persons / 2 beds) at +3/4 star motels, according to tour program
- Breakfast on all riding days
- Pick-up and transport between motel and motorcycle rental company location
- Free Entrance to national parks
- Professional multi-lingual tour leader in front of cortege
- Support vehicle with additional/local guide, luggage, trailer, spare bike, first aid, tools and equipment, with door-to-door luggage service (depends on the number of participants on the tour)
- Gasoline and oil for guided driving (only for motorcycle)
- Tour book (pdf) with detailed route description, attractions and daily programs
- T-shirt, buff, and tour certificate
- Welcome Reception
- Farewell BBQ
- Pictures from the tour

* Special rates and conditions apply for tours with Trikes and/or car

Not Included:

- Airfare round trip from main national airport in Your country of residence
- Vehicle (car or mc) insurance and LDW upgrades (rates vary according to choice of vehicle)
- Deposit for vehicle rental (\$100-\$2.500 dependent on choice of vehicle)
- Optional tour specific attractions (e.g. Helicopter tour & Imax movie in Grand Canyon) and entrance to clubs/bars
- Transportation to/from airport/hotel
- Food and beverages
- Travel and cancellation insurance
- Visa, Passport, travel docs
- Tips & personal expenses
- All other items/products/services not specified in "Included"

3.4 Self-drive Tours Include:

- Car or motorcycle rental, standard model (including unlimited mileage, all taxes, one-way fees and surcharges, if not otherwise specified).
- First choice of car/motorcycle.
- SLI insurance (state minimum required by law)
- Loss Damage Waiver (LDW), see Section 3.15
- Helmet rental (open half shell helmet)
- Accommodation in shared double room (2 persons / 2 beds) at +3/4 star motels, according to tour program
- Breakfast on all riding days
- Pick-up and transport between motel and motorcycle rental company location
- Tour book (pdf) with detailed route description, attractions and daily programs

* Special rates and conditions apply for tours with Trikes and/or car

Not Included:

- Airfare round trip from main national airport in Your country of residence
- Vehicle (car or mc) insurance and LDW upgrades (rates vary according to choice of vehicle)
- Deposit for vehicle rental (\$100-\$2.500 dependent on choice of vehicle)
- Optional tour specific attractions (e.g. Helicopter tour & Imax movie in Grand Canyon) and entrance to clubs/bars
- Transportation to/from airport/hotel
- Professional multi-lingual tour leader in front of cortege
- Support vehicle with additional/local guide, luggage trailer, spare bike, first aid, tools, equipment and drinks

- Gasoline and oil
- Entrance to national parks and clubs/bars
- T-shirt and pictures from the tour
- Food and beverages
- Travel and cancellation insurance
- Visa, Passport, travel docs
- Tips & personal expenses
- All other items/products/services not specified in "Included"

3.5 Vehicle Rentals (see www.explorify.com and/or www.explorifyrentals.com)

- Car or motorcycle rental for 24 hours, rates vary according to model choice & seasonality.
- Maximum 350 miles per rental day.
- SLI insurance (state minimum required by law)
- Helmet rental (open half shell helmet). We encourage You to bring Your own helmet for comfort and style.
- Storage of Your luggage, airline tickets, and other valuables free of charge; at Your own risk

Not Included:

- Sales Tax & Government fees/Taxes
- First choice of motorcycle model
- One-way fees
- Loss Damage Waiver (LDW). Deposit for vehicle rental (\$100-\$2.500 dependent on choice of vehicle)
- Vehicle (car or mc) insurance and LDW upgrades (rates vary according to choice of vehicle)
- Pick-up and transport between motel and motorcycle rental location
- Roadside assistance
- Pre-paid fuel
- Travel and cancellation insurance
- All other items/products/services not specified in "Included"

3.6 Payment

Payment of Your purchase can be made using a major credit card or by bank wire transfer payment (Please note: No Debit Cards and/or Pre-paid cards are accepted). By clicking "Place order/Confirm Reservation" at checkout, you give US permission to charge your card(s) according to the specified payment plan below. You also authorize US to re-initiate any charge(s) to your card(s) that is dishonored for any reason. When Your booking is confirmed, Your card account will be charged as provided below, or, if paying by wire transfer, payment is due on the schedule provided below. If Your credit card company rejects the subject charges, We reserve the right to cancel Your order.

Deposit USD 500 - per traveler shall be paid when we confirm your order on our web site (ref. sect 2). If you are paying by invoice and/or bank transfer deposit shall be paid within two days of receiving the confirmation.

The first installment in the amount of 50% of the remaining total purchase price ("First Installment") shall be paid no later than 100 days before departure.

The second installment in the amount of the full remaining total (approx. 50%) outstanding purchase price ("Second Installment") shall be paid no later than 45 days before departure.

If You order additional products or services after Your payment of the second installment, You will receive an additional payment or invoice for this order, which should be paid no later than 45 days before departure.

Payment by Wire Transfer

All wire transfer fees are to be paid by customer.

Company Name: Explorify Tours llc.
Bank Name: Wells Fargo Bank, N.A
Bank Address: 420 Montgomery, San Francisco, CA 94104, USA

Domestic Routing Number: 121000248	Account Number: XXXXXXXXXX
International SWIFT/ BIC code: WFBIUS6S	

Please send a payment notification email to info@explorifytours.com after completing payment.

A transaction fee will be added to your payment:

- bank transaction \$40
- credit cards 3.0% of your total purchase price.

NB: Please note that we will not send You receipts or payment confirmation for wire transfer payments, but we will update Your booking/account on “My Page”. We will notify You if we are missing payments from You.

Note: Only for Guided tours with airfare purchase: Airfare/Ticketing USD 910 - per traveler shall be paid within nine months before departure date for your tour. Please note that we normally purchase airline tickets 6-8 months before your tour start and that we will not purchase your airfare without this payment. Failure to comply with the specified payment plan, may result in you having to take responsibility for higher than normal airfare expenses.

3.7 Cancellation and No-show

Deposit of USD 500- is non-refundable. The deposit covers administration costs, fees and expenses associated with the fulfillment of Your booking (airfare, vehicles, accommodations, attractions, etc.). In case of illness where You obtain a doctor’s verification, Your travel insurance may cover non-refundable fees (less any applicable deductible).

For tours, travel and rentals which are cancelled by You no later than 100 days prior to departure date, the First Installment will be refunded (if already paid) and the obligation to pay the Second Installment will be waived.

For tours, travel and rentals which are cancelled by You between 99 and 46 days before the departure date, only the Second Installment will be refunded (if already paid), or we will waive your obligation for payment thereof. The first installment will be forfeited.

For tours, travel and rentals which are cancelled by You 45 days or later before the departure date, You are obliged to pay the total sum according to Your order confirmation.

Refunds, if applicable, will be issued in a form of store credit that can be redeemed within 1 year from the date it was issued. We strongly recommend that You obtain travel and cancellation insurance, which may cover Your loss in case of unexpected cancellations.

Please note: If the full amount of Your order is not paid 45 days before departure, Your trip is considered as not paid and Your order will be cancelled and removed from our systems. Any amount already paid will not be refunded, and we reserve the right to charge a cancellation fee

Please note: In any case of cancellation by You, if We have already purchased Your airfare, normally 6-9 months before departure date, USD 935 per traveler will be deducted from Your card or refund to cover these costs. Airfare/Ticketing USD 910 - per traveler will be refunded (if already paid) in case you cancel your tour no later than 9 months prior to departure date, and the obligation to pay the First and Second Installment will be waived.

3.8 Customer’s Acknowledgement

By ordering one of our tours, travel and/or rentals, You acknowledge that You understand that riding or driving a motorized vehicle (e.g. motorcycle or car) involves risks, and that everyone travels, drives or rides at their own risk and that the organizers and their partners cannot be sued or otherwise held liable for any accident, loss or damage during the associated travel or tour. You also expressly accept and submit to Explorify’ Participant Statement and Release Form, **see Section 14**. Explorify cannot accept tour participants or travelers who do not fully comply with our rental vehicle provider’s “Rental Agreement” and/or Explorify “Participant Statement and Release Form”.

3.9 Rental of Vehicles and Deposit

It will be specified in Your order confirmation whether rental vehicles are included in Your tour package. Explorify rental partners will make available the vehicle class you have booked, but the model may vary. Explorify reserves the right to provide a substitute vehicle for the one which is confirmed in Your order. This may be necessary due to unexpected and/or unpredictable events. In such case, Explorify Tours will provide an equivalent or better model than the one that is requested in Your order.

When You pick up your rental vehicle a security deposit must be paid or reserved on your credit card before You get the vehicle assigned for Your order. The amount of the deposit will vary depending on the coverage you choose, but will normally be in the range of \$100 to \$2.500 (per vehicle). Deposits will be refunded and/or released in full if you return the vehicle undamaged. **Please note:** The rental company does not accept any Debit or Pre-paid cards.

One-way fees for rental cars: if You are renting a car which will be returned on a different location than You picked up the car, a one-way fee will apply (sum charged will vary dependent on location & distance). Due to the car rental agency’s terms, we will unfortunately not be able to pre-pay this fee (which is included in your rental price from Us). Thus, when renting a car, please make sure you bring a credit card which holds a minimum of \$1.000, to cover your payment of the one-way fee, which must be paid when picking up your vehicle. Once you give Us a copy of the receipt, we will immediately refund the amount to your bank account/card.

3.10 Changes in Tour Programs and Cancellations

Tours are organized on a seasonal basis and where seasonal variances and/or weather conditions and/or government regulations and/or travel restrictions require changes in the tour dates, routes and accommodations, the itinerary will be adjusted accordingly with alternate hotels, restaurants and roads being selected.

Within 45 days of Your departure date, You run the risk that the travel dates you have booked in Your order will be cancelled or moved up to 1-2 weeks forward or backwards, depending on availability of airline tickets, vehicles or accommodation. Further, in the event there are an insufficient number of participants on Your tour to make it economically feasible, Explorify reserves the right to cancel, reschedule or merge Your tour with another scheduled tour. In the event of such action, if you are unable to participate based on the new tour dates, Your order will be regarded as cancelled, in which event You will be refunded any installment payments and deposits made.

Final dates for all tours will normally be available by the end of March/April of the same year of Your travel. When we obtain final information on travel dates, time schedules and flight numbers for tours, this information will be forwarded to all participants. Therefore, We strongly recommend You do not book any connecting flights before the flight schedule to the U.S. or other countries is determined. **Any bookings or accommodations that You make before the travel schedule for Your tour is finalized are at Your own risk.** Furthermore, We are not liable for any delays, re-bookings and/or cancellations of flights.

3.11 Tour cancellations

In the case We have to cancel the tour you have booked, You and all tour participants will be notified by Us, and will either be offered the tour as a Self-Drive Tour (vehicle rental & hotel package) or be offered an alternative guided tour and/or tour dates. In case you do not accept this offer, We will refund You payment in full, which will constitute the full settlement and Explorify will be absolved of all liability associated with Your booking. We are not liable for any additional costs or losses incurred by the tour participant due to a tour cancellation. This includes, but is not limited to, the cost of pre-paid airline tickets, hotel reservations or automobile rentals. Situations may arise out of our control which make it necessary for us to cancel, advance or postpone a scheduled tour, change itineraries or make substitutions regarding hotels, cities, tour guides and other travel arrangements. In that event, Explorify does not assume responsibility or liability for any resulting losses, expenses or inconvenience.

3.12 Policies concerning Airfare

Our main policy is that all tours, products and/or services are sold without airfare, which however, can be purchased as an additional product for a service fee (\$55). If you order us to purchase airline tickets for you, Our policy is that all flights depart to/from the main national airport of the country where You reside. Airfare from/to local airports can normally be booked for an extra fee (\$295 per person).

If You are in a group of at least 15 persons who want to depart together, and/or have an own dedicated tour, You will be defined as a special group. In such instances, We may be able to arrange flights for Your group from the destinations of your choice. If You so wish, You need to appoint a group leader responsible for providing Us with all necessary information no later than six months prior to departure.

NB: Please note that we normally do not book larger groups on the same flight, but divide these into 2-4 smaller groups, which fly independent routes/flight schedules. You will normally depart & return from/to Your destination at approximately the same time.

3.13 Luggage

Luggage is limited to one medium-sized suitcase/bag and a travel bag/backpack (carry-on) per person (20-22 kg, 44-48 lbs.), depending on the airline serving the tour You have ordered. Explorify takes no responsibility for any loss, damage or delay regarding the delivery of luggage to travelers. Insurance for Your luggage is recommended.

3.14 Insurance and Protection

Beyond the insurance provided through your rental agreement, you are responsible for any damage or loss you cause to the vehicle and others. **With your rental vehicle will be provided an insurance policy ("Policy") that covers motorcycle/automobile liability coverage for bodily injury and property damage to third parties with limits no higher than the minimum amounts stated in the financial responsibility insurance laws of the state whose laws apply to the loss.** Coverage under the Policy is void if you give the Vehicle to an unauthorized driver or otherwise materially breach this Agreement; or if you fail to cooperate in a loss investigation or to file a timely and accurate incident report. As an example, reservations in California include the following liability insurance:

- \$15,000 for injury/death to one person.
- \$30,000 for injury/death to more than one person.
- \$5,000 for damage to property.

You understand that insurance coverage does not apply when the vehicle is operated by persons other than the Renter or if the Renter operates the vehicle while under the influence of drugs or alcohol and Renter will be personally responsible for all claims and damages resulting from such operation.

You are not insured for vehicle Damage or Theft. We offer several options from upgrading your Liability coverage or Damage Waiver (sect. 3.15 and 3.16). Please carefully check your insurance coverage with your insurance provider and/or from your credit card company. Because motorcycle rentals are considered an exotic rental most credit cards and insurance do not provide the same coverage as they do with normal car rentals.

3.15 SUPPLEMENT LIABILITY INSURANCE (SLI)

Supplemental Liability Insurance (SLI) provides supplemental third-party liability insurance at limits excess of state-required minimum financial responsibility limits. Note: SLI is supplemental and secondary to all other available insurance where permitted by law. **NB:** SLI does not cover damage to other Explorify vehicles. **NB:** SLI is only available at participating license US locations. We offer an SLI \$300,000 Upgrade Coverage.

3.16 Loss/Theft Damage Waiver Coverage (LDW)

All Loss/Theft Damage Waivers (LDW) and Supplemental Liability Insurance options are subject to the specified terms and conditions of the rental contract and do not include coverage for injury, personal property, or damage as the result of negligence such as illegal use or use of rental while under the influence of drugs or alcohol. A Police Report is required for all accidents resulting in damage or injury. All damage to a rented motorcycle or car without a police report will be considered to be the responsibility of the Renter.

All tour packages with a rental vehicle included have LDW included. Specified below are the upgrade options:

	NO Coverage purchased	Loss/Theft & Damage Waiver (included)	Zero Loss/Theft & Damage Waiver (optional upgrade)
Daily Rate		\$25/Day	\$35/Day
Theft (Covers Theft of Motorcycle and motorcycle accessories provided motorcycle was locked with all locks supplied from us. Does NOT include personal belongings left on motorcycle or in saddlebags.)	Renter pays Full Retail Value of Motorcycle	\$2,500 deductible Renter pays Up to \$5,000 per occurrence.	\$1,000 deductible Renter pays Up to \$1,000 per occurrence.
Damage (covers any and all accidental; non-negligent, damage to motorcycle and motorcycle accessories)	Renter pays Full Retail Value of ALL damages	\$2,500 deductible Renter pays Up to \$2,500 per occurrence.	\$0 deductible Renter pays \$0
Personal Property Loss Protection (In the event of theft or damage to personal property and belongings.)	Not included	Not included	Not included
Additional Driver Renters are fully covered when exchanging rental motorcycles within your riding group.	Not included	Not included	Not included
Flat Tire Coverage	Not included	Not included	Covers tire repair/labor. Towing is covered up to an amount of \$100 per occurrence
Security Deposit	\$5,000,-	\$2,000,-	\$250,-

Note: New Zealand tours do not include LDW due to. public laws / regulations.

3.17 Roadside assistance

Roadside Assistance Coverage provides towing and roadside assistance by an approved vendor if your motorcycle becomes inoperable. Your benefits include emergency road service towing (within 30 miles of occurrence), emergency fuel delivery (up to 2 gallons) and jump start services. If you purchase Roadside Assistance, we will waive the cost of any approved tow or roadside assistance service up to the amount of \$250 USD per incident.

3.18 Personal & Medical Insurance

To participate on our tours, You must have a valid travel and/or medical insurance. Because of the risks associated with motorized vehicle driving, we recommend that You buy adequate travel, health and accident insurance with extended coverage for Your tour, as well as Trip Cancellation coverage. Always carry the insurance card with You. All claims should be directed to Your individual insurance companies, not to Explorify.

3.19 Proof of Identity

Your order at Explorify is personal and cannot be transferred to another person. On request, You must be able to present a valid Photo ID. You are also responsible for obtaining all required travel documents, including visas and passports, and to follow all laws, regulations and other regulatory provisions related to travel in all countries with which you have contact during your tour and any related travel. Explorify is not liable for the consequences to travelers who have failed to obtain such necessary documents or visas or to comply with such rules, laws and regulations.

Explorify Tours reserves the right to refuse to take on customers who, on demand, cannot produce a valid Photo ID or necessary travel documents such as passport or visa.

If children under 18 years old will be travelling with adults other than their parents/guardians, please note that certain destinations require written parental consent. For further info, You can contact the embassy of the country concerned.

3.20 Tour Guides

Your Tour Guides are there to assist You while on tour and will do their best to ensure that every participant gets the most out of their Explorify tour experience. It is extremely important for all riders to listen carefully to the Tour Guide's safety and travel instructions to help ensure the best possible group riding conditions. Should You desire to travel independently of the group for any length of time, Tour Guides may be able to assist You in planning a suitable route.

3.21 Weather Conditions

Explorify strives to schedule its tours at a time of the year when the weather in the touring area is typically pleasant for motorcycling. Many tours pass through areas where weather conditions can change very rapidly. Explorify cannot be held liable for unpleasant and/or unsuitable weather conditions, no refunds shall be granted due to such conditions.

3.22 Support vehicle

For tours which have a support vehicle, we offer space for Your luggage (one suitcase plus one medium size bag per person) and option to purchase cold drinks. The vehicle also carries tools, first aid kit(s) and in some cases a spare motorcycle. It will be available to transport tour customers in an emergency such as serious illness or bike break down only. It is not meant to be a transport vehicle for temporarily reluctant or tired riders or passengers.

3.23 Alcohol & Drugs

Explorify follows a strict "**No alcohol and/or drug policy**" during the driving parts of our tours. Furthermore, we encourage responsible drinking when participants are not driving. When participating in one of our tours You accept that tour leaders have the right to demand You submit to performing a breathalyzer and/or drug test before riding. Furthermore, if You test positive, tour leaders have the right to exclude you from driving with the tour group. In such instances, You will be informed of where to later meet up with the tour group.

3.24 Failure to Comply with Traffic Rules and Explorify' Rules and Regulations

Anyone participating on our tours must accept that the tour guide has the authority to exclude participants who are a danger to themselves or others. If You do not follow the traffic rules and/or Explorify' rules and regulations, We have the right to cancel Your tour and secure Your rental vehicle, and You have no rights to claim compensation of any kind

3.25 Helmet (included)

Open half (shell) helmets are provided with motorcycle rentals and tours. We encourage You to bring Your own helmet(s) to ensure comfort and proper fit. Helmets may be purchased at many locations where the bikes are rented.

3.26 Storage

For mc tour/rental customers, Explorify will provide storage for additional luggage at the pick-up location while on tour. You store your luggage at your own risk. Explorify does not take any responsibility for lost or stolen items.

3.27 Fuel & Oil

Fuel and oil costs are included on all Guided Tour riding days. However, Explorify reserves the right to charge an additional fee if fuel costs significantly exceed the average price per gallon at time of order confirmation.

3.28 Responsibility for Vehicle Damage or Loss; Reporting to Police.

If you are involved in an accident you are obliged to contact the tour leader immediately. In case of personal injury, call the local emergency phone number 911 (US), 111 (New Zealand). Ensure that all persons involved receive the help and/or supervision they need, and make sure to get Police report of the incident. Secure documentation and take photos from the accident, people involved, vehicles, etc. **NOTE:** All damage to motorcycles/vehicles is automatically considered as the renter's responsibility if a "Police Report" is not obtained from the accident/incident.

3.29 Your rights if you damage your rental bike/vehicle

If you are hit by another person or vehicle and the incident is not your responsibility, the rental company will provide you with a new vehicle as soon as possible. If you are at fault, your lease and insurance are immediately terminated and the rental company will secure the vehicle for inspection, repair etc. If you are at fault, you are responsible for all damage you incur to third party bicycles and your own motorcycle/vehicle, provided you have not purchased insurance with adequate coverage (LDW Zero, SLI 300K, SLI \$1 mill). If you are at fault, and the rental company can quickly prepare your vehicle for safe and secure driving, you can request to continue the tour on the same vehicle (this is not a right and must be clarified with the tour leader). If your vehicle is no longer drivable, and you want to continue the tour, you will have to rent a new vehicle and buy new insurance, given that the rental company gives you the opportunity to do so. Both the rental company and Explorify will prioritize safety and a good tour experience for you and the others in your tour group.

3.30 Condition and Return of Vehicle.

You must return the vehicle to the rental office or other location we specify, on the date and time specified in the rental agreement, and in the same condition that you received it, except for ordinary wear. The rental company may charge you extra if you have not removed the following when returning the rental bike:

- Flags, stickers, tape marks, glue residues, etc
- Rubber marks after shoes etc. on mufflers
- Garbage, foods etc. in the saddle bags and top box. These must be completely empty.

3.31 Special Needs

If You have any special needs/requests regarding Your travel, please contact Explorify' customer service, Tel.: +1-(800) 284-8482, to book your tour so that Explorify can try to accommodate Your specific needs.

4. Information provided on the web shop

We strive to provide our customers with as accurate information about our tours, travel services and products as possible. We do, however, disclaim any typographical or technical errors in text, prices and images that may occur, which may result in a situation where we cannot deliver according to the information available on our Web Shop, advertisements, marketing or otherwise.

5. Pricing

Prices include all taxes and fees. The total cost of Your purchase will appear on your order confirmation, subject to the below provisions.

Please see Sections 3.3, 3.4 and 3.5 for the specifics of what is included in each travel or tour package.

Price adjustments may occur due to changes in currency exchange rates or increases in airfare, taxes, fees or prices in the country where Your tour or travel service will take place. We reserve the right to increase the price of your travel or tour package up to a maximum of 10% at any time prior to departure based on market changes.

6. Late Fees

Payments not made when due will accrue interest at the rate of 1.5% per month, or at the maximum applicable legal rate, if different.

7. Delivery and Changes

The travel, services and products will be delivered in the manner, at the place and at the time specified in your order confirmation, subject to any changes as specified in Section 3.9 above.

8. Examination of Products

After you receive any products included in Your tour package, you should, as soon as possible, but no later than three business days after delivery, inspect the products to determine that they conform with the order confirmation, or if the products have been damaged during transport or are otherwise defective.

9. Your Rights with Respect to Non-conforming Products

If the products delivered do not materially conform with Your order confirmation or are otherwise defective, You may be entitled to a repair of the defect, a price reduction or product replacement, and Explorify, if responsible as provided below, will in its sole discretion determine which remedy to provide. Explorify is responsible for remedying defective or non-conforming products to the extent such defect or non-conformity is attributable to Explorify, and such products are returned to Explorify in suitable packaging and only to the extent Explorify, in its sole discretion, confirms the existence of the alleged defects or non-compliance. In the event Explorify determines that the returned products are neither defective nor non-conforming, Explorify is entitled to charge the customer any costs which Explorify incurs on account of the unfounded allegations of defect or non-conformance by the customer. The liability, if any, of Explorify for

damages arising from defective or non-conforming products is limited to an amount not exceeding the purchase price attributable to the specific product.

The customer shall submit any complaint in writing to Explorify as soon as any defect or non-conformity has been observed or should have been observed, but in no event later than 15 days after the product has been delivered to the customer. In the event the time limit allowed for complaints passes, the customer's right to hold Explorify liable because of the defect or non-conformity shall lapse.

We will confirm receipt of all complaints. We will also confirm receipt of the goods returned to us or our customer center for inspection or repair.

10. Withdraw

The right of cancellation does not apply to fixed-term/dates benefits, such as tours and travel. For conditions regarding cancellation, see section 3.6 and 3.9.

11. Personal Information

We collect, process and use only the personal information You provide to Us which is necessary for us to fulfill our obligations to You. In cases where we process personal information for other purposes, for example, to send you details of special offers, this is done only when you have agreed to it. Before you agree, you will be informed of what information is used and by whom.

We reserve the right to run a credit check on You. You authorize Us to run a credit check and You agree to provide us with such information as is necessary to do so, including Your passport number, CPR, CVR or Social Security number, or equivalent and date of birth to verify that our customers are over 18 years, and that those who shall participate as vehicle drivers are above 21 years of age.

Your personal information will only be disclosed to others when:

- * You have consented to such disclosure, or
- * When it is necessary for Us to fulfill our agreement to You, or
- * When required by law.

If You have questions about personal data relating to You, or wish to exercise Your right to block or delete such data under the Personal Data Act, please contact Us via mail info@explorifytours.com

12. Force majeure

If the execution of Your booked tour is hindered or prevented (or in the opinion of Explorify and Partners is likely to be hindered or prevented) by war, hostilities, blockage, ice, weather conditions, labor conflicts, strikes, restraint of Princes, Rulers or People, seizure under legal process, breakdown of vehicles, illness, pandemic, congestion, local and/or national government regulations and/or restrictions, travel regulations and/or restrictions or any other cause whatsoever, Explorify may cancel Your proposed tour without liability to refund any payments or fares paid in advance

13. Disputes

The parties shall attempt to resolve any disputes amicably.

Provided the Parties are not able to agree upon an amicable settlement within a reasonable time and no later than thirty (30) calendar days after initiation of settlement discussions, the dispute, controversy or claim arising out of or in relation to these Terms and Conditions, and including disputes regarding the validity of this Article concerning venue, shall be resolved through the procedures of the American Arbitration Association (the "AAA"). The place of Arbitration shall be within Orlando County, Florida, USA, unless the parties mutually agree otherwise. Provided the dispute in question amounts to Two Hundred and Fifty Thousand US Dollars (US \$250,000) or less, the Arbitration Panel shall consist of one (1) arbitrator. Provided the dispute in question exceeds Two Hundred and Fifty Thousand US Dollars (US \$250,000), the Arbitration Panel shall consist of three (3) arbitrators. The Arbitration Panel shall award the prevailing Party compensation for reasonable attorneys' fees and costs. In agreeing to this arbitration provision, the Parties understand and acknowledge, and willingly agree, that they are waiving any right they may have to a court or jury trial. Despite the arbitration procedure agreed upon above, the Parties shall not be precluded from seeking preliminary injunctions or other equitable relief via the appropriate judicial authority, where warranted.

Claims that are statutorily barred from being resolved by arbitration shall be resolved by the Florida Court in Orlando County having venue over the dispute. The prevailing Party shall be entitled to reasonable attorney's fees and costs.

14. Participant Statement and Release Form

By confirming an order to Explorify on www.explorify.com and/or www.explorifytours.com, You accept our Terms and Conditions, and declare that You fully commit to the below "Participant Statement and Release of liability" form:

I ACKNOWLEDGE THAT BY CONFIRMING A PURCHASE TO EXPLORIFY, I AM RELEASING EXPLORIFY TOURS LLC/INC. ("EXPLORIFY"), AND ITS RESPECTIVE AGENTS, OFFICERS, EMPLOYEES, MEMBERS, SPONSORS, PROMOTERS AND AFFILIATES, INCLUDING BUT NOT LIMITED TO EXPLORIFY RENTALS LLC, EXPLORIFY INC/LLC, EXPLORIFY A/S, EXPLORIFY AS/AB/INC, JOYRIDES TOURS INC, JOYRIDES AS, WCF HD Group & affiliated dealerships (COLLECTIVELY "RELEASEES") FROM LIABILITY. THIS PARTICIPANT STATEMENT AND RELEASE FORM IS A CONTRACT WITH LEGAL CONSEQUENCES. I HAVE BEEN ADVISED TO READ IT CAREFULLY BEFORE CONFIRMING.

In consideration of the Releasees' acceptance of my application for participation in the above tour (the "Tour"), I hereby freely agree to and make the following contractual representations and agreements:

I acknowledge that the operation of cars and motorcycles is an inherently dangerous activity and fully realize the dangers of participating in a "car & motorcycle tour" and **FULLY ASSUME THE RISKS ASSOCIATED WITH SUCH PARTICIPATION INCLUDING**, by way of example, and not limitation, the following: the dangers of collision with pedestrians, vehicles, other riders, and fixed or moving objects; the dangers arising from surface hazards, equipment failure, inadequate safety equipment, **THE RELEASEES' OWN NEGLIGENCE**, and weather conditions; and the possibility of serious physical and/or mental trauma or injury associated with such activities.

For myself, my heirs, executors, administrators, legal representatives, assignees, and successors in interest (collectively "Successors") **I HEREBY WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS, AND PROMISE NOT TO SUE AND AGREE TO INDEMNIFY**, the Releasees, Explorify Inc/llc, Explorify Motorcycle Rentals llc, Explorify Travel llc, Harley-Davidson Motor Cycles, Inc., H-D Michigan, Inc., Harley-Davidson Europe Ltd., Windy City Harley Davidson Group with all associated dealerships, as well as any other sponsors of this Tour, the organizer and any promoting organizations, property owners, law enforcement agencies, all public entities, special districts and properties, and their respective agents, officials, and employees through or by which the Tour will be held, (the foregoing are also collectively deemed to be Releasees), **FROM ANY** and all rights and **CLAIMS, INCLUDING CLAIMS ARISING FROM THE RELEASEES' OWN NEGLIGENCE**, which I have or which may hereafter accrue to me, and from any and all damages which may be sustained by me directly and indirectly in connection with the Tour, or arising out of or in connection with the use of the Harley-Davidson Motorcycles or other motor vehicles provided for the Tour or arising out of my participation in, or association with, the Tour, or travel to or return from the Tour.

I agree is it my sole responsibility to be familiar with the Releasee's rules, and any special regulations for the Tour. I understand and agree that situations may arise during the Tour which may be beyond the immediate control of Tour officials or organizers, and I must ride so as to neither endanger myself or others. I agree to abide by the directions/rules given by the organizers of the Tour as well as the speed limits and all other traffic laws and regulations applicable in each country/state visited during my participation in the Tour. I certify I will wear personal protective equipment (including, but not limited to a helmet) while operating a motorcycle during the Tour, which equipment is or may be required by the laws of the country/state in which my participation occurs. I assume all responsibility and liability for the selection, condition and adequacy of my equipment. I have no physical or medical condition which, to my knowledge, would endanger myself or others if I participate in the Tour, or would interfere with my ability to participate in the Tour.

I certify that I will hold a valid heavyweight motorcycle operator's license as required by the laws of each country in which my participation occurs, or that I will only ride as a passenger with a driver that holds the appropriate license as described above.

I will hold and maintain adequate medical, motorcycle/car and travel insurance valid for each country visited during my participation in the Tour, and I will produce evidence of such insurance to Explorify prior to commencing the Tour.

I understand that my right to participate in the Tour may be revoked without refund if I am in violation of the rules set forth above, or I act or conduct myself in an unsafe manner, or any manner disruptive to the operation of the Tour.

I grant to Explorify the absolute and irrevocable right and unrestricted license to use any photographs that they have taken or may take of me or in which I may be included with others during the Tour, to use, reuse, publish, and republish the photographs in whole or in part, individually or in connection with other material, in any and all media now or hereafter known, including the internet, and for any purpose whatsoever, specifically including illustration, promotion, art, editorial, advertising, and trade, without restriction as to alteration; and to use my name in connection with any use if they so choose. I release and discharge Explorify from any and all claims and demands that may arise

out of or in connection with the use of the photographs. I grant to Explorify unrestricted permission to exchange personal information such as my name, address etc. with Harley-Davidson Europe Ltd.

I agree, for myself and my successors, that the above representations are contractually binding, and are not mere recitals, and that should I or my successors assert any claim in contravention of this agreement, the asserting party shall be liable for the expenses (including legal fees) incurred by the other party or parties in defending, unless the other party or parties are finally adjudged liable on such claim for willful and wanton negligence. This agreement may not be modified orally, and a waiver of any provisions shall not be construed as a modification of any other provision herein or as a consent to any other provision herein or as a consent to any subsequent waiver or modification.

Every term and provision of this agreement is intended to be severable. If any one or more item is found to be unenforceable or invalid, that shall not affect the other terms and provisions, which shall remain binding and enforceable.

I hereby certify that I have read this Participant Statement and Release Form in its entirety. Confirming my purchase to Explorify indicates that I fully understand it and agree to its contents.

15. WAIVER OF LIABILITY.

By confirming an order to Explorify on www.explorify.com and/or www.explorifytours.com, You accept our Terms and Conditions, and declare that You fully commit to the below "Waiver of Liability":

YOU RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE AND AGREE TO HOLD US, EXPLORIFY TOURS LLC/INC, EXPLORIFY AS (N), EXPLORIFY Motorcycle Rentals LLC, EXPLORIFY Inc, EXPLORIFY Travel llc AND ITS AFFILIATED COMPANIES, AND EACH OF OUR AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AFFILIATES AND ASSIGNS (COLLECTIVELY, "RELEASED PARTIES"), HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES, LIABILITIES, LEGAL PROCEEDINGS, WHETHER CIVIL OR CRIMINAL, PENALTIES, FINES, OR OTHER SANCTIONS, THAT MAY HAVE ACCRUED OR MAY ACCRUE IN THE FUTURE AGAINST ANY RELEASED PARTY DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING IN ANY RESPECT TO THE RENTAL OR PERATION OF THE MOTORCYCLE/VEHICLE BY YOU OR ANY OTHER PERSON. THIS WAIVER AND RELEASE WILL INCLUDE, BUT NOT BE LIMITED TO, ANY INJURY, DAMAGE OR LOSS TO YOUR PERSON OR PROPERTY WHICH MAY BE (A) CAUSED BY ANY ACT, OR FAILURE TO ACT, BY ANY RELEASED PARTY OR (B) SUSTAINED BY YOU BEFORE, DURING, OR AFTER THE RENTAL. THIS WAIVER AND RELEASE DOES NOT RELEASE YOU FROM ANY LIABILITY THAT IS CAUSED BY YOUR INTENTIONAL MISCONDUCT OR FROM ANY OTHER LIABILITY THAT CAN NOT BE EFFECTIVELY RELEASED BY YOU UNDER APPLICABLE LAW. THIS WAIVER AND RELEASE IS IN ADDITION TO, AND IS NOT INTENDED TO LIMIT IN ANY MANNER, THE MOTORCYCLE RENTAL RELEASE OF LIABILITY EXECUTED BY YOU ALONG WITH THIS AGREEMENT. IN THE EVENT THAT THE TERMS OF THIS WAIVER AND RELEASE AND THE MOTORCYCLE RENTAL RELEASE OF LIABILITY CONFLICT IN ANY MANNER, THE TERMS OF THE MOTORCYCLE RENTAL RELEASE OF LIABILITY WILL GOVERN.

16. By confirming an order to Explorify on www.explorify.com and/or www.explorifytours.com, You accept our Terms and Conditions, and declare that You fully commit to the below "Acknowledgement and Assumption of Risk":

ACKNOWLEDGMENTS AND ASSUMPTION OF RISK

EXPLORIFY MOTORCYCLE RENTALS, LLC ("Rental Company/Operator") has agreed to rent to me and/or has agreed to permit me to operate or ride on a motorcycle owned by Rental Company/Operator (the "Motorcycle").

I fully understand and acknowledge that operating or riding on a motorcycle is an activity which has its own unique risks and that serious injury or death could result from operating or riding on the Motorcycle through no fault of my own. **I EXPRESSLY AGREE TO ASSUME THE ENTIRE RISK OF ANY ACCIDENTS OR PERSONAL INJURY, INCLUDING DEATH, WHICH I MIGHT SUFFER AS A RESULT OF MY OPERATING OR RIDING ON THE MOTORCYCLE.** I further agree to assume the entire risk of any property damage which might occur as a result of my operating or riding on the motorcycle.

If I am the operator of the Motorcycle, I possess the skill, knowledge, confidence, and experience on motorcycles the size of the Motorcycle to operate the Motorcycle in a safe manner, and I hold a current valid motorcycle operator's license in the state in which I reside.

I am not under the influence of alcohol, drugs, other illegal substances, or any medications at this time, which may impair my judgement or ability to operate or ride on the Motorcycle. I agree that I will not operate or ride on the Motorcycle while under the influence of alcohol, drugs, other illegal substances or such medications.

I have examined the Motorcycle and have been given an opportunity to ask questions regarding the operation of or riding on the Motorcycle. I am satisfied that the Motorcycle is in good operable condition and that I fully understand how to operate or ride on the Motorcycle.

I will not allow any other person to operate or ride on the Motorcycle for any reason unless he is specifically permitted to do so by Rental Company/Operator. I agree to operate or ride on the Motorcycle safely, defensively and within the limits of the law and my abilities. I will only operate or ride on the Motorcycle on public highways and roads.

If I am the operator of the Motorcycle, I agree to personally confirm that all passengers have signed and agreed to the terms of a **Motorcycle Passenger Release of Liability and an Acknowledgements and Assumption of Risk** before I allow them to ride on the Motorcycle.

Accurate Head Measurement

I understand that, using a tape measure, I should measure around my head just above my eyebrows and ears to obtain my nominal helmet size in inches or centimeters. Use of the conversion chart below may be necessary to determine the best helmet size for me. I acknowledge that the accurate fitting of my motorcycle helmet is of utmost importance. A poorly fitting helmet will give much less protection, or may even part company with my head in the event of an accident.

Worth Remembering

I have fastened my chinstrap and ensured that the helmet does not slip from side to side. I understand that if I bend my head forward to try to remove the helmet with the chinstrap in place, and the helmet moves or slips off my head, I need a smaller size. Helmet linings almost always compress, so a new helmet on first fitting should feel a little tighter than snug.

Cm	Inches	UK	Universal	USA
53	21	6 1/2	X-Small	6 5/8
54	21 1/4	6 5/8	Small	6 3/4
55	21 3/4	6 3/4	Small	6 7/8
56	22 1/8	6 7/8	Medium	7
57	22 1/2	7	Medium	7 1/8
58	22 7/8	7 1/8	Med/Large	7 1/4
59	23 1/4	7 1/4	Large	7 3/8
60	23 3/4	7 3/8	Large	7 1/2
61	24 1/4	7 1/2	X-Large	7 5/8
62	24 1/2	7 5/8	X-Large	7 3/4
63	24 7/8	7 3/4	XX-Large	7 7/8

I acknowledge that it is my responsibility to determine which helmet size best fits my head and that the Rental Company/Operator is not responsible to determine my proper helmet size. The conversion chart provided above, and any assistance provided by the Rental Company/Operator in choosing a proper fitting helmet are not a substitute for me determining my proper helmet size by trying on helmets and feeling the fit of the helmet. If the Rental Company/Operator has provided me a helmet, I acknowledge that the Rental Company/Operator has provided me with the helmet size I requested and that the helmet fits me properly. If I am using a helmet provided by me or any person other than the Rental Company/Operator, I acknowledge that the helmet fits me properly.

I agree to wear at all times, and, if I am the operator of the Motorcycle, I will require any passengers on the Motorcycle to wear at all times, a properly fitted motorcycle helmet (my own or one provided by Rental Company/Operator) that has been approved by the D.O.T. (or, if outside the U.S.A., the appropriate local government authority).