Terms of Service

SOJOURN TRAVEL LLC

Terms of Service Agreement

Effective Date: October 31, 2026

Last Updated (Version): October 31, 2026

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INTRODUCTION

BY ACCESSING OR USING SOJOURN TRAVEL LLC'S APPLICATION AND SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE SOJOURN APPLICATION OR ANY APPLICATIONS AND SERVICES PROVIDED BY SOJOURN TRAVEL LLC.

These Terms of Service ("Terms") constitute a legally binding agreement between you and SOJOURN TRAVEL LLC. ("SOJOURN," "we," "us," or "our") governing your access to and use of the SOJOURN mobile application, website, and related services (collectively, the "App" or "Services"). These Terms incorporate by reference our Privacy Policy.

Read our Privacy Policy.

DISPUTE RESOLUTION, FOREWARNING AND CALL TO REVIEW MEDIATION AND ARBITRATION AGREEMENT

KINDLY, REVIEW THE DISPUTE RESOLUTION, MEDIATION, AND ARBITRATION AGREEMENT WITHIN THESE TERMS AS THESE SECTIONS ADMINISTER AND OUTLINE THE MANNER IN WHICH DISPUTES WILL BE RESOLVED BETWEEN YOU AND SOJOURN TRAVEL LLC. WITH FEW EXCEPTIONS, THESE SECTIONS MANDATE A MULTI-STEP PROCESS: FIRST, A REQUIRED INFORMAL RESOLUTION STEP; SECOND, NON-BINDING MEDIATION; AND THIRD, FINAL, BINDING INDIVIDUAL ARBITRATION RATHER THAN COURT. EACH STEP MUST BE COMPLETED BEFORE THE NEXT MAY BEGIN, INCLUDING BEFORE ANY CLAIM IS FILED IN SMALL CLAIMS COURT. THE ARBITRATION REQUIREMENT INCLUDES QUESTIONS ABOUT WHETHER A GIVEN DISPUTE IS EVEN SUBJECT TO ARBITRATION, SUBJECT TO CERTAIN MATTERS RESERVED FOR A COURT AS DESCRIBED IN THE AGREEMENT. COURT PROCEEDINGS ARE AVAILABLE ONLY IN LIMITED CIRCUMSTANCES, SUCH AS IF YOU VALIDLY OPT OUT OF THE ARBITRATION REQUIREMENT OR IF THE MEDIATION AND ARBITRATION AGREEMENT IS FOUND TO BE UNENFORCEABLE. THESE SECTIONS ALSO SET OUT THE OPTION TO PURSUE QUALIFYING CLAIMS IN SMALL CLAIMS COURT AFTER COMPLETING THE REQUIRED STEPS, WAIVERS OF YOUR ABILITY TO JOIN A CLASS ACTION OR REQUEST A JURY, SPECIAL RULES GOVERNING SITUATIONS WHERE MANY ARBITRATION CLAIMS ARE FILED TOGETHER, AND THE TOLLING OF CERTAIN TIME LIMITS WHILE THESE PROCESSES ARE PENDING — ALL OF WHICH LIMIT

YOUR LEGAL OPTIONS. YOU MAY OPT OUT OF THE MEDIATION REQUIREMENT, THE ARBITRATION REQUIREMENT, OR BOTH BY SENDING WRITTEN NOTICE WITHIN THIRTY (30) DAYS OF FIRST ACCEPTING THESE TERMS. YOUR NOTICE MUST EXPLICITLY STATE WHICH REQUIREMENT OR REQUIREMENTS YOU ARE OPTING OUT OF, AND ANY UNCLEAR NOTICE WILL BE REJECTED, AS DESCRIBED IN THE OPT-OUT RIGHT SECTION. COMPARED TO LITIGATING IN COURT, ARBITRATION GENERALLY OFFERS REDUCED OPPORTUNITIES FOR EVIDENCE GATHERING AND APPEALING A DECISION.

Terms of service may change from time to time, consistently check this document over to review changes or the most up to date terms.

When examining the terms of service provided within, please do so with care and attention to ensure your complete understanding of the terms and policies laid forth related to the agreement between you and SOJOURN TRAVEL LLC.

ACCOUNT ELIGIBILITY

ELIGIBILITY

To create an account and use the Services, you must: (a) be at least 18 years of age; (b) be legally permitted to use the Services under the laws of your territory or jurisdiction; (c) not have been previously suspended or removed from the Services; and (d) not have more than one active account at any time. By creating an account, you represent and warrant that you meet all eligibility requirements stated herein.

YOUR RESPONSIBILITIES

You are solely responsible for maintaining the confidentiality of your account credentials. You agree to: (a) provide accurate, current, and complete information during registration; (b) update your information to keep it accurate and current; (c) notify SOJOURN TRAVEL LLC immediately of any unauthorized use of your account; and (d) accept all responsibility for activities that occur under your account, whether or not authorized by you. SOJOURN TRAVEL LLC is not liable for any loss arising from unauthorized use of your account.

PROHIBITED ACTIONS

You agree not to, and will not assist, encourage, or enable others to:

- Use the Services for any unlawful purpose or in violation of any applicable law or regulation;
- Impersonate any person or entity or misrepresent your affiliation with any person or entity;
- Engage in unauthorized data collection, scraping, crawling, or harvesting of any content from the App;
- Reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the App;
- Interfere with, disrupt, or create an undue burden on the App or its servers or networks;
- Use automated scripts, bots, or other automated methods to access, interact with, or collect data from the App;
- Transmit viruses, malware, or other destructive code;
- Attempt to gain unauthorized access to any portion of the App or any related systems;

- Probe, scan, or test the vulnerability of the App or any related system;
- Circumvent or manipulate any security or authentication features of the App;
- Use the Services to solicit passwords or personal information from other users;
- Commercially exploit the App without SOJOURN TRAVEL LLC's prior written consent.

PROHIBITED CONTENT

You may not post, upload, or transmit content that:

- Is illegal, harmful, fraudulent, threatening, abusive, harassing, defamatory, or obscene;
- Infringes or misappropriates any third-party intellectual property rights;
- Contains nudity, sexually explicit material, or graphic violence;
- Promotes discrimination, bigotry, racism, hatred, or harm against any individual or group;
- Utilizes foul or explicit language, especially between you and other users;
- Contains private information of any third party without their consent;
- Constitutes spam, unsolicited advertising, or promotional materials;
- Depicts or promotes illegal activities or dangerous behavior;
- Is false, misleading, or deceptive.

SOJOURN TRAVEL LLC Reserves the right to delete a user’s account who is found responsible for engaging in any of the above mentioned prohibited actions and prohibited content. Please reference the Account Termination section within these terms for more details.

CONTENT

YOUR CONTENT

You are solely responsible for all content, data, information, and materials ("Your Content") that you submit, post, or display on or through the App. By submitting Your Content, you represent and warrant that: (a) you own or have all necessary rights and permissions to submit such content; (b) the submission of Your Content does not violate any third-party rights or applicable laws; and (c) Your Content complies with these Terms.

MEMBER CONTENT

The App may display content submitted by other users ("Member Content"). SOJOURN TRAVEL LLC does not guarantee the accuracy, integrity, or quality of Member Content and does not endorse any views expressed therein. Your interaction with Member Content is at your own risk. SOJOURN TRAVEL LLC reserves the right to remove any Member Content that violates these Terms or that SOJOURN TRAVEL LLC otherwise finds objectionable, in its sole discretion.

OUR CONTENT

All content provided by SOJOURN TRAVEL LLC, including but not limited to text, graphics, logos, button icons, images, audio clips, and software ("Our Content"), is the property of SOJOURN TRAVEL LLC or its licensors and is protected by applicable intellectual property laws. You may not reproduce, distribute, display, sell, lease, transmit, create derivative works from, translate, modify, reverse engineer, disassemble, decompile, or otherwise exploit Our Content without SOJOURN TRAVEL LLC's prior written consent.

PRIVACY

SOJOURN TRAVEL LLC's collection, use, and disclosure of your personal information is governed by our Privacy Policy, which is incorporated into these Terms by reference. By using the App, you consent to the collection and use of your information as described in the Privacy Policy. You may access our Privacy Policy here: https://getsojourn.app/privacy-policy/v2 or through the App. SOJOURN TRAVEL LLC reserves the right to modify the Privacy Policy at any time, and such modifications will be effective upon posting.

ADS AND THIRD-PARTY CONTENT

The App may contain advertisements and links to third-party websites, services, or content that are not owned or controlled by SOJOURN TRAVEL LLC. SOJOURN TRAVEL LLC has no control over and assumes no responsibility for the content, privacy policies, terms of use, or practices of any third-party websites or services. SOJOURN TRAVEL LLC does not endorse or make any representations about third-party websites or services. Your interactions with advertisers and third parties found through the App are solely between you and such third parties. SOJOURN TRAVEL LLC is not responsible or liable for any loss or damage of any kind incurred as the result of any such interactions.

INAPPROPRIATE CONTENT AND MISCONDUCT: REPORTING

SOJOURN TRAVEL LLC encourages users to report content or conduct that violates these Terms or that is otherwise objectionable. If you encounter inappropriate content or conduct, please use the in-app reporting feature, navigate to the Help & support tab within the app and select: Contact support or by emailing us at support@getsojourn.app. SOJOURN TRAVEL LLC will review reports and take appropriate action at its sole discretion, which may include removal of content, suspension, or termination of the offending account. SOJOURN TRAVEL LLC cannot guarantee the removal of any particular content and is not liable for any failure to act on a report.

Please reference the Prohibited Actions section within Account Eligibility within these terms for more details.

SOJOURN TRAVEL LLC APPLICATIONS AND SERVICES - ESTABLISHED FOR INFORMATION PURPOSES ONLY

SOJOURN TRAVEL LLC and its applications and services are established and exist with the sole intention for information purposes. No information or content accessible within SOJOURN TRAVEL LLC's applications and services should be interpreted or deduced as financial, legal, investment or tax advice, or any other proprietary or professional advice.

In relation to the Acceptance of Terms section within these terms, by utilizing SOJOURN TRAVEL LLC's applications and services, you consent to not hold SOJOURN TRAVEL LLC liable for all decisions made by you, the user, in relation to the information and content made accessible on SOJOURN TRAVEL LLC's applications and services

RIGHTS YOU ARE GRANTED BY SOJOURN TRAVEL LLC

Subject to your compliance with these Terms, SOJOURN TRAVEL LLC grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to: (a) download and install the App on a device that you own or control; and (b) access and use the App for your personal, non-commercial purposes. This license does not include any resale or commercial use of the App or its contents. All rights not expressly granted herein are reserved by SOJOURN TRAVEL LLC.

RIGHTS YOU GRANT SOJOURN TRAVEL LLC

By submitting Your Content to the App, you grant SOJOURN TRAVEL LLC a worldwide, royalty-free, sublicensable, and transferable license to use, host, store, reproduce, modify, create derivative works from, communicate, publish, publicly display, and distribute Your Content in connection with operating and improving the Services. This license continues even if you stop using the Services, except as described in our Privacy Policy. You represent and warrant that you have all rights necessary to grant this license.

ACCOUNT TERMINATION

SOJOURN TRAVEL LLC may, in its sole discretion, suspend or terminate your account and access to the Services at any time, with or without notice, for any reason, including but not limited to a violation of these Terms. You may terminate your account at any time by following the account deletion instructions in the App. Upon termination: (a) the license granted herein will terminate; (b) you must cease all use of the App; and (c) SOJOURN TRAVEL LLC may delete your account data in accordance with our Privacy Policy. Any provision of these Terms that, by its nature or express terms, is intended to apply, be performed, or remain in effect after termination shall survive termination, including but not limited to provisions relating to intellectual property rights, disclaimers of warranties, limitations of liability, indemnification, and dispute resolution.

DISCLAIMER OF WARRANTIES

SOJOURN TRAVEL LLC AND ANY OF ITS APPS AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. SOJOURN TRAVEL LLC MAKES NO PROMISE THAT: (A) THE SERVICES WILL OPERATE CONTINUOUSLY, WITHOUT MISTAKES, OR SECURELY; (B) ANY FLAWS OR MALFUNCTIONS WILL BE FIXED; (C) THE APP CONTAINS NO VIRUSES OR OTHER DAMAGING ELEMENTS; OR (D) ANY DATA OR CONTENT ACCESSED THROUGH THE APP WILL BE CORRECT OR TRUSTWORTHY. USE OF SOJOURN TRAVEL LLC APPS ARE ENTIRELY AT YOUR OWN RISK.

NO CRIMINAL BACKGROUND OR IDENTITY VERIFICATION CHECKS

SOJOURN TRAVEL LLC DOES NOT CONDUCT CRIMINAL BACKGROUND CHECKS OR IDENTITY VERIFICATION ON ITS USERS. SOJOURN TRAVEL LLC MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT, IDENTITY, INTENTIONS, OR LEGITIMACY OF ITS USERS. YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH OTHER USERS. IN NO EVENT SHALL SOJOURN TRAVEL LLC BE LIABLE FOR ANY CLAIMS, INJURIES, LOSSES, OR DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH TRANSACTIONS OR INTERACTIONS BETWEEN USERS.

LIABILITY FOR MEETING IN PERSON THROUGH APP

SOJOURN TRAVEL LLC and its applications and services help to provide a multitude of services for its users, including aiding in fostering relationships between users.

SOJOURN TRAVEL LLC does not undertake any liability in relation to damages (including economic, non-economic and punitive), personal-injury or harm that could arise through meeting another user directly outside of SOJOURN TRAVEL LLC's applications and services, that was facilitated through SOJOURN TRAVEL LLC's applications and services.

In relation to the Acceptance of Terms section within these terms, by utilizing SOJOURN TRAVEL LLC's applications and services to directly engage with other users, you consent to the below terms:

- SOJOURN TRAVEL LLC Undertakes Zero Liability: SOJOURN TRAVEL LLC, in relation to its resources, employees, directors, members and partners are prohibited from being liable, in totality, for all damages (including economic, non-economic and punitive), demands, losses, expenses, claims that are a result both directly and indirectly of engaging with another user outside of SOJOURN TRAVEL LLC's applications and services that were facilitated through SOJOURN TRAVEL LLC's applications and services.
- Assumption of Risk: As a user of SOJOURN TRAVEL LLC's applications and services, engaging directly with another user outside of SOJOURN TRAVEL LLC's applications and services is done so at your sole discretion and risk. SOJOURN TRAVEL LLC does not undertake any liability in relation to damages (including economic, non-economic and punitive), personal-injury or harm that could arise through these engagements.
- Responsibility as the User: As a user of SOJOURN TRAVEL LLC's applications and services, you are wholly and exclusively responsible for your own safety and overall wellness when engaging directly with another user outside of SOJOURN TRAVEL LLC's applications and services. As a disclosure, SOJOURN TRAVEL LLC does not engage in utilizing background checks for our users, therefore, SOJOURN TRAVEL LLC is unable to certify the conduct, actions, manner or objectives of our users.

SAFETY RECOMMENDATIONS AND TIPS

As a general recommendation for all users of SOJOURN TRAVEL LLC's applications and services, users should exercise overall caution when engaging with another user outside of SOJOURN TRAVEL LLC's applications and services. SOJOURN TRAVEL LLC recommends the following:

- Always tell a family or friend of your whereabouts and where you are going to engage with other users
- Follow all safety guides and rules in accordance with federal, city, state, and county laws and guidelines unique to the activity that you and/or other users may be engaging in
- When possible, elect to meet other users in public places that are surrounded by others, well-lit, and that provide security measures that work to ensure your safety
- Limit personal details when engaging with other users, as to ensure not to share private and confidential information

DIGITAL MILLENNIUM COPYRIGHT ACT (DMCA)

COPYRIGHT POLICY

SOJOURN TRAVEL LLC respects the intellectual property rights of others and expects its users to do the same. SOJOURN TRAVEL LLC has adopted a policy of terminating, in appropriate circumstances, the accounts of users who are repeat infringers, in accordance with the Digital Millennium Copyright Act ("DMCA"), 17 U.S.C. § 512.

FILING A DMCA TAKEDOWN NOTICE

If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement, please submit a written notice to our Designated Agent containing the following information:

- A physical or electronic signature of the copyright owner or authorized agent;
- Identification of the copyrighted work claimed to have been infringed;
- Identification of the material claimed to be infringing and its location on the App, with sufficient detail to permit SOJOURN TRAVEL LLC to locate it;
- Your contact information, including name, address, telephone number, and email address;
- A statement that you have a good faith belief that the use is not authorized by the copyright owner, its agent, or the law;
- A statement, under penalty of perjury, that the information in the notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

DESIGNATED AGENT

DMCA notices should be sent to SOJOURN TRAVEL LLC's Designated Agent by email to: support@getsojourn.app. SOJOURN TRAVEL LLC's Designated Agent is registered with the U.S. Copyright Office in accordance with 17 U.S.C. § 512(c)(2):

Designated Agent Information

Sojourn Copyright Compliance

SOJOURN TRAVEL LLC

1924 Maple Drive NW

Kennesaw, GA 30144

Phone: 6784773027

Email: connect@getsojourn.app

Alternate Names

SOJOURN TRAVEL LLC

Sojourn

getsojourn.app

COUNTER-NOTIFICATION

If you believe that material you posted was removed or disabled by mistake or misidentification, you may submit a counter-notification to SOJOURN TRAVEL LLC's Designated Agent containing the following information:

- Your physical or electronic signature;
- Identification of the material that has been removed or disabled and the location at which it appeared before it was removed or disabled;
- A statement, under penalty of perjury, that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled;
- Your name, address, telephone number, and email address, and a statement that you consent to the jurisdiction of the federal district court for the judicial district in which your address is located, or if outside the United States, for any judicial district in which SOJOURN TRAVEL LLC may be found, and that you will accept service of process from the person who provided the original DMCA notice or an agent of such person.

Upon receipt of a valid counter-notification, SOJOURN TRAVEL LLC may, in its discretion and as required by law, restore the removed material within ten (10) to fourteen (14) business days, unless SOJOURN TRAVEL LLC first receives notice from the original complaining party that such party has filed a court action to restrain the alleged infringer from engaging in infringing activity relating to the material.

MISREPRESENTATIONS

Any person who knowingly materially misrepresents that material is infringing, or that material was removed or disabled by mistake or misidentification, may be liable for damages, including costs and attorneys' fees, under 17 U.S.C. § 512(f).

REPEAT INFRINGERS

SOJOURN TRAVEL LLC will process valid DMCA notices in accordance with applicable law and will, in appropriate circumstances and at its sole discretion, terminate the accounts of users determined to be repeat infringers.

LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SOJOURN TRAVEL LLC, ITS AFFILIATES, MEMBERS, DIRECTORS, EMPLOYEES, AGENTS, OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, GOODWILL, DATA, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR IN CONNECTION WITH: (A) YOUR USE OR INABILITY TO USE THE SERVICES; (B) ANY CONTENT OBTAINED FROM THE SERVICES; (C) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (D) ANY OTHER MATTER RELATING TO THE SERVICES.

IN NO EVENT SHALL SOJOURN TRAVEL LLC'S AGGREGATE LIABILITY TO YOU EXCEED THE GREATER OF: (I) THE AMOUNT YOU PAID TO SOJOURN TRAVEL LLC IN THE SIX (6) MONTHS PRIOR TO THE EVENT GIVING RISE TO THE CLAIM; OR (II) FIFTY DOLLARS ($50.00). UNDER THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO STOP USING THE SERVICES.

ANY LIABILITY ARISING UNDER THIS AGREEMENT SHALL APPLY ON A CUMULATIVE BASIS RATHER THAN SEPARATELY FOR EACH INCIDENT.

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE THAT ARISES FROM OR RELATES TO THIS AGREEMENT OR YOUR USE OF THE SERVICES MUST BE BROUGHT WITHIN ONE (1) YEAR OF THE DATE THE CAUSE OF ACTION ACCRUES. IF NOT FILED WITHIN THAT TIME, THE CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN ADDITION, CONTRACTUALLY SHORTENED LIMITATION PERIODS, LIKE MENTIONED ABOVE, DO NOT APPLY TO ALL STATES AND JURISDICTIONS. IN THIS CASE, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

DISPUTE RESOLUTION, MEDIATION, AND ARBITRATION AGREEMENT

PLEASE READ THE FOLLOWING SECTION(S) CAREFULLY AS THE TERMS AFFECT YOUR RIGHTS

PLEASE NOTE: YOU ACKNOWLEDGE THAT YOU ARE KNOWINGLY AND VOLUNTARILY WAIVING THESE RIGHTS, AND THAT YOU HAVE HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL OF YOUR CHOOSING BEFORE AGREEING TO THESE TERMS

TIERED DISPUTE RESOLUTION STRUCTURE

You and SOJOURN TRAVEL LLC agree that any Dispute (as defined below) shall be resolved through the following sequential process: (1) informal dispute resolution; (2) non-binding mediation; (3) binding individual arbitration; and (4) judicial proceedings, but only in the limited circumstances described in these Terms. Except as expressly provided in the sections titled “Opt-Out Right” and “Severability and Survival,” neither party may skip or begin a later step until the preceding step has been completed. Your right to opt out of the mediation requirement, the arbitration requirement, or both is described in the “Opt-Out Right” section.

For purposes of this Dispute Resolution, Mediation, and Arbitration Agreement (this “Agreement”), “Dispute” means any dispute, claim, or controversy arising out of or relating to these Terms or the Services, including disputes regarding the applicability, validity, or scope of this Agreement, whether based in contract, tort, statute, or any other legal theory, subject to the allocation of decision-making authority set out in the “Dispute Resolution Through Arbitration or Small Claims Court” section.

INFORMAL DISPUTE RESOLUTION REQUIREMENT AND PROCESS

Before initiating mediation, arbitration, small claims court, or any other formal dispute resolution proceeding, you and SOJOURN TRAVEL LLC agree to first attempt to resolve any Dispute informally. The party asserting a claim shall send the other party written notice describing the nature of the Dispute, the specific relief sought, and (if you are the claimant) your contact information (“Notice of Dispute”). Notice to SOJOURN TRAVEL LLC must be sent to support@getsojourn.app. The parties shall have sixty (60) days from the date of receipt of the Notice of Dispute to attempt to resolve the Dispute informally (the “Informal Resolution Period”). If the Dispute is not resolved within the Informal Resolution Period, either party may proceed to mediation as described below. Completion of this informal resolution process is a condition precedent to initiating mediation, filing any arbitration demand, filing any claim in small claims

court, or initiating any other formal proceeding, and neither party may commence any such proceeding until this process has been completed.

MEDIATION

PLEASE READ THE FOLLOWING SECTION(S) CAREFULLY AS THE TERMS AFFECT YOUR RIGHTS

(a) Mediation Required. If a Dispute is not resolved during the Informal Resolution Period, and unless you have opted out of the mediation requirement as described in the "Opt-Out Right" section, you and SOJOURN TRAVEL LLC agree to submit the Dispute to non-binding mediation before initiating arbitration, filing a claim in small claims court, or initiating any other formal proceeding. Either party may commence mediation by submitting a written request for mediation to the other party and to the mediation administrator identified below ("Request for Mediation"). The Request for Mediation must include a copy of the Notice of Dispute, a brief statement of the Dispute, and the relief sought.

(b) Mediation Administrator and Mediator. The mediation shall be administered by the American Arbitration Association ("AAA") under its mediation procedures in effect at the time the Request for Mediation is submitted, or by another mutually agreed mediation provider. The mediation shall be conducted by a single neutral mediator selected in accordance with those procedures, or as otherwise mutually agreed in writing by the parties.

(c) Location and Format. The mediation shall be conducted in English. Unless both parties agree otherwise in writing, the mediation shall be conducted by videoconference, telephone, or other remote means.

(d) Mediation Period and Session. The parties shall participate in good faith in the mediation for a period of sixty (60) days from the date the mediator is appointed, or such longer period as the parties may agree in writing (the "Mediation Period"). Good faith participation requires attendance at one (1) mediation session of no more than four (4) hours, excluding breaks (the "Session Limit"), but does not require either party to settle or to agree to any particular resolution. If the Dispute is not resolved by the conclusion of the mediation session (including any extension agreed in writing as described below), by the end of the Mediation Period, or if the mediator declares an impasse in writing, whichever occurs first, either party may proceed to binding arbitration or, where applicable, small claims court, as described below. If the other party fails to participate in mediation within thirty (30) days after a Request for Mediation is submitted, the requesting party may proceed to the next step in the process.

(e) Costs and Session Limits. SOJOURN TRAVEL LLC shall pay the mediator's compensation and the mediation provider's administrative fees in accordance with the AAA's Consumer Mediation Procedures and fee schedule in effect at the time the Request for Mediation is submitted, except that you shall be responsible only for the individual filing fee, if any, that such fee schedule allocates to the consumer. The parties' obligation to participate in mediation under this Agreement is limited to one (1) mediation session that does not exceed the Session Limit, conducted by videoconference, telephone, or other remote means unless both parties agree otherwise in writing. Additional sessions or additional time shall occur only by written agreement of both parties, and SOJOURN TRAVEL LLC shall not be obligated to pay mediator compensation for time beyond the Session Limit unless it agrees in writing. To the extent permitted by the AAA's Consumer Mediation Procedures and applicable law, if a party fails to attend a scheduled mediation session, or cancels within forty-eight (48) hours of the session, that party shall be responsible for any resulting cancellation or no-show fee charged by the mediator or the mediation provider, provided that your responsibility for any such fee shall not exceed one hundred fifty dollars ($150). Each party shall bear its own attorneys' fees, expert fees, and other costs of participating in the mediation, unless the parties agree otherwise in writing.

(f) Non-Binding and Confidential. Mediation is non-binding, and no party shall be bound by any resolution unless the parties sign a written settlement agreement. To the fullest extent permitted by law, all statements made, documents prepared, and offers exchanged during the Informal Resolution Period

and the mediation are confidential, are settlement communications, and may not be disclosed to or used in any arbitration or judicial proceeding for any purpose, except to enforce a signed settlement agreement or as otherwise required by law. Nothing in this subsection prevents you from disclosing the existence of a Dispute to a government agency or from consulting with your attorney.

(g) Tolling. Any statute of limitations, statute of repose, or contractual time limit applicable to a Dispute shall be tolled from the date SOJOURN TRAVEL LLC receives the Notice of Dispute (or, if you are the recipient, from the date you receive it) until the date that is thirty (30) days after the end of the Mediation Period, to the extent permitted by applicable law. No claim shall be deemed abandoned, waived, or time-barred solely as a result of participation in the informal resolution or mediation process.

(h) Condition Precedent. Unless you have opted out of the mediation requirement, completion of mediation, or the expiration of the Mediation Period as provided above, is a condition precedent to filing any arbitration demand, filing any claim in small claims court, or initiating any judicial proceeding. Any question regarding whether this condition has been satisfied shall be decided by the arbitrator or, if no arbitration is pending or available, by the court in which the proceeding is filed.

(i) Interim and Emergency Relief. Nothing in this Mediation section prevents either party from seeking temporary, provisional, or injunctive relief from a court of competent jurisdiction, solely to the extent necessary to preserve the status quo or prevent irreparable harm pending completion of the mediation and arbitration process.

INDIVIDUAL RELIEF: CLASS ACTION WAIVER AND JURY TRIAL WAIVER

PLEASE READ THE FOLLOWING SECTION(S) CAREFULLY AS THE TERMS AFFECT YOUR RIGHTS

YOU AND SOJOURN TRAVEL LLC EACH KNOWINGLY AND VOLUNTARILY WAIVE THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION, CLASS ARBITRATION, CLASS MEDIATION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING, AND ACKNOWLEDGE HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL OF YOUR CHOOSING BEFORE AGREEING TO THESE TERMS. ALL CLAIMS MUST BE BROUGHT IN YOUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF, CLAIMANT, OR MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, OR REPRESENTATIVE PROCEEDING. THE MEDIATOR AND THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.

THE ENFORCEABILITY OF THIS WAIVER, INCLUDING THE CONSEQUENCES IF ANY PORTION IS FOUND UNENFORCEABLE, IS GOVERNED BY SUBSECTION (B) OF THE SEVERABILITY AND SURVIVAL PROVISION BELOW.

DISPUTE RESOLUTION THROUGH ARBITRATION OR SMALL CLAIMS COURT

PLEASE READ THE FOLLOWING SECTION(S) CAREFULLY AS THE TERMS AFFECT YOUR RIGHTS

This arbitration agreement is governed by the Federal Arbitration Act (FAA), 9 U.S.C. §§ 1–16, which shall apply notwithstanding any state law to the contrary. Subject to the "Opt-Out Right" section, and subject to the completion of the informal dispute resolution and mediation processes described above, you and SOJOURN TRAVEL LLC agree that any Dispute shall be resolved exclusively through binding individual arbitration administered by the AAA under its Consumer Arbitration Rules, except for claims brought in small claims court as described below. The arbitration shall be conducted in English in Kennesaw,

Georgia, unless the parties agree to a remote format. The arbitrator's decision shall be final and binding and may be entered as a judgment in any court of competent jurisdiction.

Allocation of Decision-Making Authority. The parties agree that the arbitrator, and not any court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, scope, or enforceability of this arbitration agreement, including any claim that all or part of this arbitration agreement is void or voidable, except that a court of competent jurisdiction, and not the arbitrator, shall decide (i) whether you have validly opted out of the mediation requirement, the arbitration requirement, or both, as described in the "Opt-Out Right" section; (ii) whether the Class and Representative Action Waiver is enforceable; and (iii) any challenge directed specifically to this Allocation of Decision-Making Authority provision. If the arbitrator determines that all or part of this arbitration agreement is void, voidable, or unenforceable, the "Severability and Survival" section shall govern the consequences of that determination.

Binding Effect of Arbitration. You and SOJOURN TRAVEL LLC agree that, unless you have validly opted out of the arbitration requirement, arbitration under this Agreement is final and binding on both parties. The arbitrator's award shall be final, shall not be subject to appeal on the merits, and may be reviewed by a court only to the limited extent permitted by the Federal Arbitration Act. Neither party may commence or continue a judicial proceeding on a Dispute that has been decided by the arbitrator, except to compel arbitration, or to confirm, vacate, modify, or enforce an arbitration award, as described in the "Venue / Forum Selection" section.

Arbitration Fees and Costs. SOJOURN TRAVEL LLC shall pay all filing, administrative, hearing, and arbitrator fees and expenses in excess of the portion allocated to the consumer under the AAA Consumer Arbitration Rules and the AAA Consumer Fee Schedule in effect at the time the arbitration demand is filed (the "Consumer Fee Schedule"). You shall be responsible only for the minimum filing fee that the Consumer Fee Schedule allocates to the consumer. Each party shall bear its own attorneys' fees, expert fees, and other costs of arbitration, except as the arbitrator may award as permitted by applicable law or the AAA Consumer Arbitration Rules.

Small Claims Court. Either party may bring a claim in small claims court in lieu of arbitration, provided that (i) the informal dispute resolution process and, unless you have opted out of the mediation requirement, the mediation process described above have been completed before the claim is filed; and (ii) the claim remains in small claims court and is pursued on an individual, non-class basis.

CLASS AND REPRESENTATIVE ACTION WAIVER

The parties agree that any mediation or arbitration shall be conducted only on an individual basis and not as a class, collective, consolidated, or representative action, and neither the mediator nor the arbitrator shall have any authority to conduct any mediation or arbitration on a class, collective, consolidated, or representative basis or to award relief to any person or entity not a party to the mediation or arbitration.

INDIVIDUAL ARBITRATION AND MASS ARBITRATION PROTOCOLS

If twenty-five (25) or more similar claims are filed against SOJOURN TRAVEL LLC by the same or coordinated counsel within a 180-day period ("Mass Arbitration"), SOJOURN TRAVEL LLC and claimants' counsel agree to coordinate a staged process: (a) the first stage shall involve resolution of ten (10) representative cases by arbitration, selected through a mutually agreed or AAA-administered selection process; (b) the results of the first stage shall be used to facilitate global resolution of remaining claims; and (c) if no global resolution is reached after the first stage, the parties shall negotiate in good faith regarding further proceedings, including potential additional staged proceedings. The parties may agree to conduct a global mediation of the remaining claims, which shall satisfy the mediation requirement above as to those claims. Each individual case shall continue to be arbitrated on an individual basis. Filing fees and AAA administrative costs shall be allocated as provided in the AAA Consumer Arbitration Rules and the Consumer Fee Schedule. No claim subject to this Mass Arbitration

provision shall be deemed abandoned, waived, or time-barred solely as a result of the staged process outlined herein.

OPT-OUT RIGHT

You may opt out of the mediation requirement, the arbitration requirement, or both, by sending written notice of your decision to opt out to SOJOURN TRAVEL LLC's designated address within thirty (30) days of first accepting these Terms. Please reference the Contact Us section of these terms to locate SOJOURN TRAVEL LLC's emails and physical addresses. Your notice must include your name, address, and an explicit statement identifying which of the following you are opting out of: (i) the mediation requirement only; (ii) the arbitration requirement only; or (iii) both the mediation and arbitration requirements. **A notice that does not explicitly identify the requirement or requirements you are opting out of, or that is otherwise unclear, incomplete, or ambiguous, is invalid and will be rejected, and you will remain bound by the mediation and arbitration requirements of this Agreement.** If your notice is rejected, you may submit a corrected notice, provided that the corrected notice is sent within the original thirty (30) day period. The effect of a valid opt-out is as follows:

(a) **Opt-out of mediation only.** The mediation requirement will not apply to you, and any Dispute will proceed from the informal dispute resolution process directly to binding individual arbitration (or small claims court, where applicable), in accordance with this Agreement.

(b) **Opt-out of arbitration only.** The arbitration requirement will not apply to you. Any Dispute will proceed from the informal dispute resolution process to mediation, and, if the Dispute is not resolved in mediation, to judicial proceedings as provided in the "Venue / Forum Selection" section.

(c) **Opt-out of both.** Neither the mediation requirement nor the arbitration requirement will apply to you, and any Dispute will proceed, following the informal dispute resolution process, to judicial proceedings as provided in the "Venue / Forum Selection" section.

A valid opt-out applies to SOJOURN TRAVEL LLC as well as to you, with respect to the requirement or requirements opted out of. Opting out does not affect the informal dispute resolution requirement, the class action waiver, or the jury trial waiver, to the extent enforceable, and all other provisions of these Terms shall continue to apply. Please find the address of SOJOURN TRAVEL LLC within the Contact Us section of these terms.

FUTURE CHANGES AND RETROACTIVE APPLICATION

Notwithstanding any provision in these Terms to the contrary, you and SOJOURN TRAVEL LLC agree that if SOJOURN TRAVEL LLC makes any future change to this dispute resolution section (other than a change to SOJOURN TRAVEL LLC's address for notice), you may reject any such change by sending written notice to SOJOURN TRAVEL LLC within thirty (30) days of the change. By rejecting a future change, you agree that you will mediate and arbitrate any Dispute between you and SOJOURN TRAVEL LLC in accordance with the version of this provision in effect at the time you first accepted these Terms (or accepted any subsequent changes to these Terms).

SEVERABILITY AND SURVIVAL

IF ANY PORTION OF THIS MEDIATION AND ARBITRATION AGREEMENT IS FOUND TO BE UNENFORCEABLE OR UNLAWFUL, THE FOLLOWING SHALL APPLY: (A) THE UNENFORCEABLE OR UNLAWFUL PROVISION SHALL BE SEVERED FROM THIS AGREEMENT, AND THE REMAINDER OF THE AGREEMENT SHALL CONTINUE IN FULL FORCE AND EFFECT; (B) NOTWITHSTANDING SUBSECTION (A), IF THE CLASS, COLLECTIVE, AND REPRESENTATIVE ACTION WAIVER IS FOUND UNENFORCEABLE AS TO ALL OR PART OF A PARTICULAR CLAIM, THEN ONLY THAT CLAIM (AND NOT THE REMAINDER OF THIS AGREEMENT) SHALL BE RESOLVED IN A COURT OF COMPETENT JURISDICTION RATHER THAN MEDIATION AND

ARBITRATION, WITH ALL OTHER CLAIMS REMAINING SUBJECT TO MEDIATION AND ARBITRATION AS PROVIDED HEREIN; (C) IF THE MEDIATION REQUIREMENT IS FOUND UNENFORCEABLE OR UNLAWFUL AS APPLIED TO A PARTICULAR DISPUTE, THE MEDIATION REQUIREMENT SHALL BE SEVERED AS TO THAT DISPUTE ONLY, AND THE DISPUTE SHALL PROCEED TO ARBITRATION WITHOUT MEDIATION, AFTER COMPLETION OF THE INFORMAL DISPUTE RESOLUTION PROCESS; AND (D) IF THE ARBITRATION AGREEMENT IS FOUND TO BE VOID, UNENFORCEABLE, OR UNLAWFUL IN ITS ENTIRETY AS TO A PARTICULAR DISPUTE, THEN THAT DISPUTE SHALL BE RESOLVED EXCLUSIVELY THROUGH JUDICIAL PROCEEDINGS AS PROVIDED IN THE "VENUE / FORUM SELECTION" SECTION, AND THE INFORMAL DISPUTE RESOLUTION PROCESS AND THE MEDIATION REQUIREMENT SHALL REMAIN CONDITIONS PRECEDENT TO FILING SUCH PROCEEDINGS TO THE EXTENT ENFORCEABLE AND NOT ALREADY COMPLETED. THIS MEDIATION AND ARBITRATION AGREEMENT SHALL SURVIVE TERMINATION OF YOUR RELATIONSHIP WITH SOJOURN TRAVEL LLC AND ANY TERMINATION OR EXPIRATION OF THESE TERMS.

GOVERNING LAW

These Terms and any Dispute shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to its conflict of law provisions, except to the extent such laws are preempted by or inconsistent with the Federal Arbitration Act. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act (UCITA) do not apply to these Terms.

VENUE / FORUM SELECTION

Subject to the informal dispute resolution, mediation, and arbitration provisions within these Terms, you agree that any judicial proceedings arising out of or relating to these Terms or the Services shall be brought exclusively in the state or federal courts located in Kennesaw, Georgia, and you consent to personal jurisdiction and venue in such courts. Judicial proceedings shall be available only (a) if you have validly opted out of the arbitration requirement, or of both the mediation and arbitration requirements, as described in the "Opt-Out Right" section, following completion of any process that remains required; (b) if the mediation and arbitration agreement, or any portion of it, is found to be void, unenforceable, or unlawful as to a particular Dispute, as described in the "Severability and Survival" section; (c) for claims that qualify for small claims court, following completion of the informal dispute resolution and mediation processes as described above; (d) for interim or emergency relief as described in the "Mediation" section; or (e) to compel arbitration, to confirm, vacate, modify, or enforce an arbitration award, or to enforce a mediated settlement agreement. If a portion of this mediation and arbitration agreement within these Terms is found to be unenforceable, you agree that any Dispute not otherwise subject to mediation or arbitration shall be litigated exclusively in such courts.

INDEMNITY BY YOU

You agree to indemnify, defend, and hold harmless SOJOURN TRAVEL LLC and its officers, members, directors, employees, agents, affiliates, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) your use or misuse of the App; (b) Your Content; (c) your violation of these Terms; (d) your violation of any third-party rights, including any intellectual property rights; or (e) your violation of any applicable law or regulation. SOJOURN TRAVEL LLC reserves the right to assume exclusive control of the defense of any matter subject to indemnification by you, in which event you agree to cooperate with SOJOURN TRAVEL LLC in asserting any available defenses.

ACCEPTANCE OF TERMS

BY CREATING AN ACCOUNT, ACCESSING, OR USING THE APP, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS. If you do not agree to these Terms, you must not access or use the App. SOJOURN TRAVEL LLC reserves the right to modify these Terms at any time. Changes will be effective upon posting to the App or notification to you. Your continued use of the App following notice of changes constitutes your acceptance of the revised Terms.

ENTIRE AGREEMENT

These Terms, together with the Privacy Policy and any other legal notices published by SOJOURN TRAVEL LLC through the App, constitute the entire agreement between you and SOJOURN TRAVEL LLC concerning the Services and supersede all prior and contemporaneous agreements, representations, and understandings of the parties regarding the subject matter hereof. No waiver of any provision of these Terms shall be deemed a further or continuing waiver of such provision or any other provision.

SPECIAL STATE TERMS

California

If you are a California resident, you waive California Civil Code Section 1542, which states: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party." California users are also entitled to the following: Under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (800) 952-5210. In addition, solely to the extent California law prohibits the waiver of public injunctive relief or the enforcement of a pre-dispute jury trial waiver, and only to that extent, such waiver within the Dispute Resolution, Mediation, and Arbitration Agreement shall not apply to you. Any claim for public injunctive relief that is not subject to arbitration under applicable California law shall be stayed pending the completion of mediation and arbitration of all other claims, and all remaining provisions of the Dispute Resolution, Mediation, and Arbitration Agreement shall continue in full force and effect.

New Jersey

If you are a New Jersey resident, the limitation of liability section within these terms shall not apply to the extent prohibited under the New Jersey Truth-in-Consumer Contract, Warranty and Notice Act. The Dispute Resolution, Mediation, and Arbitration Agreement shall apply to you to the fullest extent permitted by the New Jersey Truth-in-Consumer Contract, Warranty and Notice Act, and nothing in this paragraph is an admission that any provision of these Terms violates that Act.

Other States

Certain states may have additional consumer protections that may apply to you. Nothing in these Terms is intended to limit any rights you may have under applicable state law that cannot be waived or modified by agreement.

SPECIAL COUNTRY TERMS

European Economic Area (EEA) / United Kingdom

If you access the Services from the EEA or United Kingdom, you may have rights under applicable data protection laws, including the General Data Protection Regulation ("GDPR"), that are in addition to those described in our Privacy Policy. To the extent any provision of these Terms conflicts with mandatory EEA or UK consumer protection laws, such local laws will govern solely to the extent of the conflict. Nothing in these Terms affects your statutory rights that cannot be excluded by agreement. The mediation requirement, arbitration requirement, class action waiver, jury trial waiver, and venue provisions within the Dispute Resolution, Mediation, and Arbitration Agreement shall apply to you to the fullest extent permitted by the mandatory consumer protection laws of your country of residence, and shall be inapplicable to you only to the extent and for so long as such laws prohibit their application. Where permitted by such laws, the informal dispute resolution requirement shall continue to apply to you, and all other provisions of these Terms shall remain in full force and effect.

Australia

If you access the Services from Australia, certain provisions of the Australian Consumer Law ("ACL") may apply to your use of the Services. Nothing in these Terms is intended to exclude, restrict, or modify any condition, warranty, guarantee, right, or remedy that cannot be excluded under the ACL. The Dispute Resolution, Mediation, and Arbitration Agreement shall apply to you to the fullest extent permitted by the ACL, and shall be inapplicable to you only to the extent and for so long as the ACL prohibits its application.

Canada

If you access the Services from Canada, you consent to the collection, use, and disclosure of your information in accordance with applicable Canadian privacy laws, including the Personal Information Protection and Electronic Documents Act ("PIPEDA") and applicable provincial privacy legislation. If you are a consumer residing in a Canadian province or territory whose mandatory consumer protection laws prohibit mandatory pre-dispute mediation or arbitration, class action waivers, or venue selection, the affected provisions of the Dispute Resolution, Mediation, and Arbitration Agreement shall be inapplicable to you only to the extent and for so long as required by those laws, and any claim shall be brought in the court of competent jurisdiction that such laws require. The informal dispute resolution requirement and all other provisions of these Terms shall continue to apply to the fullest extent permitted by law.

General

These Terms do not limit any rights you may have under mandatory local law that cannot be waived or modified by agreement. If any provision of these Terms is invalid or unenforceable under applicable law, such provision shall be modified to the minimum extent necessary to make it enforceable, or severed, and the remaining provisions shall continue in full force and effect.

With respect to the Dispute Resolution, Mediation, and Arbitration Agreement, the Severability and Survival section of that agreement controls over this paragraph in the event of conflict. The inclusion of any jurisdiction-specific term in this section is not an admission that any particular law applies to you, to SOJOURN TRAVEL LLC, or to the Services, and does not expand any right beyond what applicable law requires.

CONTACT US

SOJOURN TRAVEL LLC
Email Notifications can be sent to support@getsojourn.app

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