



Booking Terms & Conditions

Please carefully read all the booking terms and conditions of this contract detailed below before booking with Due Adventures, LLC (hereinafter, "Due Adventures"). For and in consideration for being permitted in the trip ("Meet-Ups or Personalized Trips") you have selected with Company (the "Getaway"), you agree to accept and be bound by the terms and conditions set forth herein.

Access to and use of the services of Due Adventures and our website is subject to acceptance of these terms and conditions ("Booking Terms and Conditions"). By accessing, using or obtaining any content, products, or services through our website, you, the purchaser and/or traveler ("Customer/Client" and "traveler" and "you/your") agree to be bound by these terms. PLEASE READ THE TERMS BEFORE BOOKING OR USING THIS WEBSITE. These terms and conditions govern the relationship between Due Adventures and you, the Customer. These terms restrict your rights and remedies and provide protection to Due Adventures. These also include warranty disclaimers and liability exclusions.

By using this booking any services through this website, you acknowledge and agree (i) have read and understand these Terms, and ii) indicate your express acceptance of and agree to be bound by these Terms. If you have confirmed a booking on any Service(s) with more than one traveler named and booked on such booking, you shall be deemed to have accepted these Terms on behalf of all travelers named in the booking (including minors and those deemed your responsible party) and traveling on or otherwise participating in any services (hereinafter "you", the "Traveler(s)"), and by such travel or participation all passengers indicate their assent to these Terms. These Terms constitute the entire agreement between the Client and Due Adventures with respect to the subject matter thereof and supersedes all prior agreements, representations and understandings of the parties, written or oral.

So, if anything is in these Terms and Conditions, including warranty disclaimers and liability exclusions, that you disagree with or are not willing to be bound by, or if something is missing from these Terms and Conditions that you consider essential,

then you must not use this website. IF THERE IS ANY PART OF THESE TERMS AND CONDITIONS YOU DO NOT AGREE WITH, PLEASE DO NOT USE THIS WEBSITE OR DUE ADVENTURES SERVICES. No alterations to these terms and conditions may be made by any member of DUE ADVENTURES team, authorized representative or agent, unless in writing by an authorized officer (Roslie Similien) of DUE ADVENTURES.

THE BOOKING CONTRACT.

A booking is confirmed and these Terms shall apply when Due Adventures, or an authorized host acting on Due Adventure's behalf, have received the applicable deposit from the Client and the Client has received written confirmation from Due Adventures, the Client's chosen accommodations regarding the booking. The Client confirming the booking must be at least 18 years of age and agrees to provide full, complete and accurate information as requested by Due Adventures to confirm such booking. Any Client confirming a booking on any Service(s) with more than one Client named and booked on such booking represents and warrants to Due Adventures that: i) they have all requisite consents and authority to make such booking on behalf of all other Clients named on the booking, and have communicated all necessary information to the other Clients in order for them to give free and fully informed authorization to do so; ii) the information that they are providing regarding all clients is complete and accurate, and they have obtained all necessary consents and permissions to share such information with Due Adventures for the purposes of completing the booking; and iii) they will inform all other named Clients on the relevant booking of the applicability of these Terms to the booking and the Clients' relationship with Due Adventures.

At any time before a booking is confirmed, Due Adventures reserves the right to increase or decrease brochure prices of any Products or Services. Due Adventures reserves the right to decline any booking, in their sole discretion.

PAYMENTS.

a) Total Payment. The Total Payment is due 45 days prior to the start date of the Meetup or Personalized Trip (the "Payment Due Date"). Please note the Payment Due Date may vary according to your Meetup or Personalized Trip. If applicable, you will be notified of the payment schedule upon booking. If the company does not receive your total payment on or before the payment due date, the company may cancel your reservation and you will forfeit your deposit and the amount paid thus far. The full payment is non-refundable and non-transferable to a different Meet-up or Personalized Trip.

b) Deposit. Your Deposit is non-refundable and non-transferable to a different Meet-Up or Personalized Trip. You may request to have your deposit applied to another participant's registration for the same Meet-Up or Personalized Trip prior to the Payment Due Date, however it will be your responsibility to find this participant.

c) Late Payment. Failure to make a payment seven days of the agreed upon date is a breach of contract and may result in the cancellation of your experience if multiple payments are missed. Due Adventures maintains the right to assign your spot to the next eligible client on which will result in a spot cancellation on your behalf with no refunds. All late invoices incur a \$25 late fee after the seventh day.

(d) Credit Card Charges. Due Adventures, LLC is not responsible for any charges levied or charged by third parties and/or financial institutions and payable by the Client as a result of credit card or other payment transactions in connection with the purchase of Products or Services and will not refund or return any fees charged by such third parties in connection with payments made by Clients to Due Adventures.

(e) Incidental Charges. Due Adventures, LLC is not responsible for any damages while on any Meet-Ups or a Personalized Trip curated by us, Due Adventures, that results in charges levied or charged or billed by third parties and/or financial institutions that was caused by the traveler (room damage charges, third party property damages, etc.). If incidentals occur while on a trip and charged to the company, the traveler will be responsible for paying the fee(s).

CANCELLATION BY THE CLIENT

Any cancellation of a booking and/or a Product or Service by a Client must be delivered to Due Adventures in writing and be acknowledged by Due Adventures in writing. Products and Services are NON-REFUNDABLE and NON-TRANSFERABLE between persons. Transfers are allowed only when approved by DA and will result in a \$150 transfer fee. All installment payments are non-refundable 7 days after the payments are made. It is recommended that clients PURCHASE trip cancellation coverage or purchase comprehensive cancel for any reason insurance, to the extent such insurance is available under the laws governing each client's country of origin. COMPREHENSIVE CANCEL FOR ANY REASON INSURANCE MAY ONLY BE AVAILABLE TO CITIZENS OF THE UNITED STATES OF AMERICA AND CANADA. Trip cancellation insurance is the only means of receiving reimbursement for flights and other non-refundable expenses should you cancel your trip for any reason, whether voluntarily or as a result of Due Adventures actions.

The ONLY exception to this policy is if the trip must be cancelled in its entirety for any reason in which case Due Adventures will notify all parties via email and provide refund or transfer instructions.

UNUSED SERVICES

Due Adventures shall not offer or pay any discounts or refunds for missed or unused services which were missed or unused by the Client due to no fault of Due Adventures or its Experience Designers, which shall include any termination of the Client's participation in the tour Product due to the Client's own fault, negligence or breach of these Terms.

AUTOMATIC BILLING PLAN

You are automatically enrolled in our automatic billing plan when you select monthly payment plans. You can relax knowing that your future payments will be made automatically. When you book, we'll calculate an evenly divided automatic billing plan for you, and you will know in advance the day of every month that your payment will be processed. Your initial deposit is due at the time of booking, and your future payments

will be charged once you make your first monthly payment and will reflect the schedule you see on the trip page. Automatic billing is available at no charge. You can opt-out of automatic billing by sending an email to us after you make your reservations. Please send email to dueadventures@gmail.com.

MODIFICATIONS & CHANGES.

The prices of Products and Services advertised on Due Adventures website are based on costs in effect at the time of posting to the website. Due Adventures reserves the right to alter prices of any Product at any time prior to receipt of payment in full for such Product. All dates, itineraries and prices are indicative only and the price quoted at the time of Booking shall be the applicable price. Changes, revisions, or other amendments may be made to the particulars contained on Due Adventures website before a contract is concluded, and such changes, revisions or amendments shall be incorporated herein as of the date of such amendment.

After the company receives your deposit you will receive a confirmation email. Please contact us if you do not receive a confirmation email within two (2) business days of submitting your Deposit. Thereafter, we may send you, and you consent to receive, correspondence related to the Meet-Up or your Personalized Trip and the Company, including the itinerary for the Meet Up or your Personalized Trip. Such itinerary is subject to change and Company expressly reserves the right to modify any aspect of the itinerary at any time due to availability of third party vendors, weather conditions, local conditions, or other circumstances out of our control.

CHANGES & CANCELLATIONS

Due Adventures reserves the right to make changes to any and all aspects of the Meet-Up or your Personalized Trip (which may include without limitation changes to the types and/or timing of activities available during the Meet-Up or your Personalized Trip, the hosts, items and/or services included with the Meet-Up or your Personalized Trip, accommodations, the itinerary, and/or the nature of your Trip Classes) if, in Company's sole discretion, Company deems it necessary to do so due to conditions that may be hazardous, dangerous, or otherwise adverse or threatening, if an act or omission of a third party prevents any such aspects of the Meet-Up or your Personalized Trip or any portion of the trip, or for any other reason considered commercially necessary by Company. You will not be eligible for any refunds of any amounts based on any such changes to the Getaway.

FLEXIBILITY

The Client acknowledges by booking a Product and/or agreeing to travel using Due Adventures services that the nature of this type of travel requires considerable flexibility and acknowledges that they will permit reasonable alterations to the Product and/or itinerary by Due Adventures. The Client acknowledges their understanding that the route, schedules, itineraries, amenities and mode of transport may be subject to change without prior notice due to circumstances or events, which may include sickness or mechanical breakdown, incidents in the location where the Product will be operated, flight cancellations, strikes, events emanating from political disputes, entry or border difficulties, extreme weather and other unpredictable or unforeseeable circumstances which are beyond the reasonable control of Due Adventures.

CANCELLATIONS

By Company. Due Adventures (Company) reserves the right to cancel your reservation if your Total Payment is not received on or before the Payment Due Date and you will not be eligible for any refunds of any amounts paid (including the deposit). Company further reserves the right to cancel the Meet-Up or your Personalized Trip prior to the Departure Date in the event an insufficient number of registrants are confirmed for the Meet-Up or your Personalized Trip or for any other commercial reason in Company's sole discretion and, in such an event, you will receive a full refund of the amount you remitted to Company, but in no event will Company be responsible for any other amount, including preparation costs, airfare, travel documents, or any other Losses or claimed damages.

All cancellations made by you must be in writing and emailed to Company at the contact email address specified on the Website (dueadventures@gmail.com). If cancellation takes place prior to the initial Payment Due Date, any payments made by you will be refunded, except your non-refundable Deposit. If cancellation takes place after Payment Due Date, you forfeit the entire amount remitted to Company.

In the event of any change or cancellation under this , you acknowledge that you will have no right of refund of the Total Payment (whether in whole or in part, except as expressly provided in and no right to claim compensation for any Liabilities incurred and/or sustained by virtue of any change or cancellation.

IMAGES AND MARKETING.

The Client agrees that while participating in any Meetups and Personalized Trips, product images, photos or videos may be taken by other Clients and/or Due Adventures representatives or Experience Designers that may contain or feature the Client in part or in whole. The Client acknowledges that they consent to any such pictures being taken and agree that Client hereby grants a perpetual, royalty-free, worldwide, irrevocable license to Due Adventures, its affiliates and assigns, to reproduce for any purpose whatsoever (including marketing and promotions), in any medium whatsoever, whether currently known or hereinafter devised, without any further obligation to the Client or compensation payable to such Client.

PHOTOS, VIDEO, OTHER MEDIA RELEASE

By and in consideration for being permitted to participate in any Meet-Ups and your Personalized Trips, you irrevocably grant Company and its agents and representatives all rights to use, reproduce, display, exhibit, publish, distribute, and/or produce derivative works based on your image, likeness, and voice as recorded by any camera and/or on any video, audio, and/or other media (collectively, "Likeness") worldwide, in perpetuity, without compensation, payment, or other additional consideration of any kind, for any lawful purpose, including without limitation for marketing and trade purposes. You agree that your Likeness may be used, reproduced, displayed, exhibited, published, edited, or distributed by Company at its sole discretion. You understand that your Likeness may be used in various publications, promotional or marketing materials, and/or social media, unrestricted by time or geographic area and consent to such uses. You further understand and grant permission to Company and its agents and representatives to electronically display any Likeness of you on the Internet or in other public settings. You hereby waive the right to inspect or approve any and all materials in which your Likeness may appear. You further waive any right to royalties or other compensation arising or related to the use of your Likeness. This release applies to all photographic, audio, and/or video recordings collected as part of, in connection with, and/or during the Meetups and your Personalized Trips (by

Company or any third party). There is no time limit on the validity of this release nor is there any geographic limitation on where materials including your Likeness may be used, reproduced, displayed, exhibited, published, and/or distributed by or on behalf of Company.

HEALTH CONCERNS.

You acknowledge that you are voluntarily participating in the Meet-Up or your Personalized Trip with Company, which may include strenuous physical activities for adventurous purposes including without limitation walking, running, hiking, dancing, climbing, swimming, jumping, surfing, yoga, Getaway Classes, and various other exercises or physical activity ("Physical Activity"). You acknowledge that you are fully aware of the risks and hazards connected with participation in the Meet-Ups or your Personalized Trips and/or engaging in Physical Activity, which may include the risk of serious injury (e.g., heart attacks, muscle strains, pulls, tears, broken bones, shin splints, and other illnesses) or death, and you hereby elect to voluntarily participate in such Physical Activities as part of the trip. All activities are optional and if you do not want to participate in an activity you are not required to. The Company is not responsible for providing an alternative activity for you if you choose not to participate. You are responsible for obtaining personal travel insurance to cover the activities of the getaway.

You hereby assume all risk of injury or liability and waive any right of recovery from or to bring suit against, Due Adventures, its host(s) or contractors, for any personal injury, death, or other consequences arising out of participation in any activity while on a trip. You also agree to release Due Adventures of any responsibility for damage to or loss of the participant's property occurring during or by reason of participation in an activity. IN NO EVENT WILL COMPANY BE LIABLE FOR ANY LIABILITIES ARISING FROM OR IN CONNECTION WITH YOUR PARTICIPATION IN THE MEET-UP AND YOUR PERSONALIZED TRIP.

We reserve the right in our sole discretion to refuse your participation in the section of the trip, any Classes, Physical Activities, and/or any other activities, due to medical, fitness, or other grounds. Company also reserves the right to deny participation in the Meet-Up and your Personalized Trips or any related activities at any time to individuals demonstrating behavior that may result in injury to themselves or others.

INJURY

In the event you are injured while participating in the Meetups or your Personalized Trips you agree to assume all financial obligations for any and all medical costs you incur. You acknowledge and agree that IN NO EVENT SHALL COMPANY AND/OR ANY COMPANY PARTY BE LIABLE OR RESPONSIBLE FOR ANY LOSSES OR LIABILITIES ARISING OUT OF YOUR PARTICIPATION IN THE GETAWAY.

WAIVER OF LIABILITY AND RELEASE

In consideration for participating in the getaway, YOU VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR AND HEREBY RELEASE, WAIVE, DISCHARGE, HOLD HARMLESS, AND COVENANT NOT TO SUE COMPANY, ITS OFFICERS, MEMBERS, AGENTS, CONTRACTORS, EMPLOYEES, VOLUNTEERS, GUIDES,

AND OTHER REPRESENTATIVES (each a “company party” and collectively, the “company parties”) FOR ANY AND ALL CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, AND/OR LOSSES (including but not limited to any exemplary, direct, indirect, incidental, special, consequential, punitive, or other damages, medical expenses, lost wages/income, loss of services, lost profits, property damage, pain, illness, and death) (collectively “liabilities”) WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO YOUR TRAVEL TO AND/OR PARTICIPATION IN THE GETAWAY AND/OR ANY ACTIVITIES CONDUCTED IN CONNECTION THEREWITH, REGARDLESS OF WHETHER SUCH LIABILITIES ARE CAUSED BY THE NEGLIGENCE OF ANY COMPANY PARTY OR OTHERWISE, AND REGARDLESS OF WHETHER SUCH LIABILITY ARISES IN TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE, EVEN IF ANY COMPANY PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES, TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW.

TRAVEL DOCUMENTS.

You are responsible for obtaining and maintaining a valid passport and all appropriate visas, permits, certificates, and/or other required documentation (“Documentation”) for the countries, jurisdictions, parks, areas, etc. you will visit during the Meet-Up or your Personalized Trip. Due Adventures is not responsible if you are denied entry or exit to/from any country or location due to a lack of valid Documentation.

TRAVEL INSURANCE

You are responsible for obtaining your own travel insurance cover. Travel Insurance is optional. While we encourage you to insure your investment, insurance is not required. Travel insurance shall be put in place to cover you for the duration of the trip and to cover you in the event of any reason you are unable to attend the trip. You are responsible for making sure the coverage you choose is the right coverage for you. The best coverage is to cover any and all activities that are a part of the trip. You are responsible to have proper insurance that covers the trip in its entirety with respect to possible illness, injury, death, property damage, loss of baggage and personal items, cancellation and/or curtailment, and/or any other potential losses, damages, costs, expenses, or liabilities (collectively “Losses”). You will be solely responsible for any Losses related to your failure to procure travel insurance. Company is not responsible for any Losses you incur and/or sustain. You are responsible to ensure that your personal travel insurance covers you for any and all activities that form part of the itinerary of the getaway that you are booking.

You acknowledge that whether or not you elect to purchase or not purchase travel insurance, you will not look to any of the Company Parties for reimbursement for any Liabilities suffered or occurring during your travel and/or participation in the Meet-Ups or Personalized Trips.

INDEMNITY & BINDING EFFECT.

INDEMNITY

You further hereby agree to indemnify and hold harmless the company parties from any and all liabilities (including without limitation court costs and attorney’s fees) that one or more of the company parties may incur as a result of your participation in the Meet-Up or your Personalized Trip, whether caused by the negligence of any company party or otherwise (but excluding any gross negligence or willful misconduct of a company

party), to the fullest extent allowed by applicable law.

BINDING EFFECT

It is your express intent that this Agreement shall bind the members of your family and spouse, if you are alive, and your heirs, assigns and personal representative, if you are deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE any of the Company Parties.

DISCLAIMER.

YOU EXPRESSLY AGREE THAT BY PURCHASING A GROUP TRIP EXPERIENCE OR PERSONALIZED TRIP, YOU ACCEPT, AGREE, AND UNDERSTAND THAT TRIP DETAILS ARE SUBJECT TO CHANGE.

The itinerary is a general guide to the tour and region and any mention of specific destinations is by no means a guarantee that they will be visited or encountered, nor does it form part of the contract between the client and the operator. Although the itinerary has been curated with care and details are provided in good faith, we may make improvements that stem from weather changes, local factors, past travelers' comments, and our own research, to name a few examples. Ultimately, our goal is to provide you with the most rewarding experience. Nevertheless, to ensure the most accurate itinerary, it is strongly advised that you print a final copy of your itinerary to review a couple of days prior to travel, in case there have been changes that affect your plans. You also accept, agree and understand that there are inherent risks associated with physical activities you may participate in. Therefore, you expressly acknowledge and assume responsibility for such risk and that you alone are responsible for your decision to participate in such activities.