



Terms and Conditions

In consideration of booking or participating in a tour, adventure, or expedition and any related products or services (“Tour”) with Furthest Frontiers Expeditions, LLC (also referred to herein as “Furthest Frontiers,” “FFX,” “us,” or “we”), you, the participant in or the person booking a Tour (referred to herein as “You” or “you”), agree to these Terms and Conditions (“Terms”). By booking a Tour through any means (e.g., online booking, phone), You acknowledge that you have read, understand, and agree to be bound by these Terms. If You book a Tour on behalf of other participants, You guarantee that You have the authority to accept these Terms on behalf of such other participants.

BOOKING CONTRACT

Your booking is confirmed and a contract is formed between You and FFX when FFX issues a written confirmation after all applicable deposits are received.

By booking on behalf of other travelers, You represent and warrant that You have obtained all required consents.

Please check Your confirmation and report any incorrect or incomplete information to FFX immediately. Please ensure that names are spelled exactly as in the relevant passport. You are responsible for verifying that all information You provide on behalf of other travelers are complete and accurate. You agree to provide full, complete, and accurate information to FFX.

You must be at least 18 years of age to book a Tour.

THIRD PARTY SUPPLIERS/RESPONSIBILITY

FFX does not own, manage or operate any hotels, restaurants or inns, air, land and water transportation (airlines, trains, cable cars, buses, taxis, etc.) used for services during the Tour. As a result, FFX is not liable for any negligent or willful act or failure to act of any such third person, or of any other third party.

SINGLE TRAVELER ROOM SHARING OPTION/SINGLE SUPPLEMENT

Single travelers must pay a single supplement for an individual room. The Single Supplement varies by trip. On certain Tours, FFX offers single travelers the option to lower costs by pairing up with another traveler of the same sex to share a room. If You choose the room sharing option, FFX will do its best to accommodate You. If room sharing is not available, FFX will inform You about the Single Supplement, and You may decide to either pay it or cancel Your Tour subject to FFX's cancellation policy. There are no exceptions to the cancellation policy based on the unavailability of a room sharing option.

If no roommate is available, a single supplement is due with your final payment, which we must receive no later than 100 days before departure.

SPECIAL ACCOMMODATIONS

If you have a physical condition, dietary restrictions, food allergies or sensitivities, or other conditions (pre-existing medical) that will require special attention during the trip, you must inform us in writing when the booking is made. We may require in our sole discretion that you complete a medical questionnaire and/or medical certification if you have a pre-existing medical condition.

MEDICAL INFORMATION

Our tours are physically active, with varying levels of demands and fitness requirements depending on the specific itinerary. Some tours are very physically demanding. You represent that You do not have any condition, physical or mental, that would create a hazard for you or other participants or affect other people's enjoyment of the tour. You understand that you are solely responsible for determining your emotional and medical suitability for the tour and will consult with Your doctor and/or a travel medicine expert, regarding medical and health safety precautions appropriate for the Tour. You represent and warrant that You have answered fully and truthfully the questions posed to You on any medical certification and questionnaire that You submit to us (collectively, "Medical Forms"), and that You will notify FFX immediately if those answers require amendment or supplementation.

It is your responsibility to assess the risks and requirements of each aspect of the Tour based on Your own unique circumstances, limitations, fitness level, and medical requirements. The Tour may involve visiting remote or developing regions where medical care may not be easily accessible and medical facilities may not meet the standards of those found where You live. FFX does not guarantee the availability of adequate medical care or medical facilities in those regions.

For certain Tours that have a physical rating of 4 or 5, we require that all travelers complete our medical questionnaire and/or obtain a Medical Certificate. Consult Your Tour itinerary, contact us, or review Your booking documents to see if these documents are required for Your Tour.

FFX will keep Your medical information confidential and only use and share it to the extent necessary to evaluate fitness for travel, provide special accommodation, or arrange necessary emergency medical care. This may include transmitting Your medical information to tour on the ground suppliers (e.g., guides, lodging, etc.), medical facilities, to FFX's regional management office, or FFX's local partners in the countries You are visiting. See our Privacy Policy for further information on the collection, use, and disclosure of Your medical information.

FFX is neither a medical facility nor a medical provider and, therefore, has no responsibility to provide You with any type of medical advice. Further, we assume no responsibility for any medical care provided to You. You agree to assume all costs of medical care and related transportation that are provided to You during the tour.

You must submit Your Medical Forms at least 70 days before departure. If You book a trip with FFX between 70 to 21 days before departure, submit Your Medical Forms as soon as possible, but no later than 21 days before departure. You agree to complete the Medical Forms honestly, accurately, and fully. FFX reserves the right to request additional medical information or professional medical opinions.

AGE REQUIREMENTS

Unless otherwise indicated in the Tour description, You must be at least 18 years old to participate in any Tour operated by FFX.

MANDATORY INSURANCE

BEFORE YOUR TOUR, YOU MUST OBTAIN TRAVEL INSURANCE WITH A PROVIDER OF YOUR CHOICE. SUCH INSURANCE MUST PROVIDE A MINIMUM MEDICAL, EVACUATION, AND REPATRIATION COVERAGE OF AT LEAST US\$200,000 covering all dates of travel with FFX. This insurance must cover personal

injury and emergency medical expenses. FFX strongly recommends that You extend Your coverage to include cancellation, curtailment, and all other expenses that may arise because of loss, damage, injury, delay, or inconvenience while traveling. You acknowledge that insurance coverage is not included in the cost of any Tour offered by FFX, and You must obtain Your own travel insurance coverage at an additional cost. You must also ensure that You have sufficient insurance coverage and comply with the terms of Your insurance policy. You will be required to verify Your insurance coverage prior to departure and on the first day of your Tour. As such, you must bring proof of insurance coverage with you on your Tour.

VALIDITY

All dates, itineraries, and prices of Tours are subject to change at any time. Current Tour prices will be quoted and confirmed at the time of booking. The price is subject to any surcharges in accordance with these Terms.

You acknowledge that You are responsible for keeping up to date on the specific details of Your Tour and any other products or services by checking FFX's website prior to departure as minor changes may have been made after the time of booking. You will be notified of significant changes prior to departure by phone or email.

DEPOSITS

At the time of booking, a nonrefundable deposit of US\$200 per person per Tour is due to FFX. If the booking is made 100 days or less before the specified tour departure date, full payment for the Tour is due at the time of booking.

PRICE ADJUSTMENTS

Published trip prices are set far in advance of departure based on our projections of fuel, exchange rates, inflation, tariffs, taxes, government fees, airfares and other costs using available information. The price at booking is guaranteed under normal conditions. In the rare event that current costs create an unsustainable financial situation if we were to fully absorb the increases, we reserve the right to pass on these unexpected costs to You in whole or in part. If we do so and Your trip price increases by more than 10% of the original tour cost excluding any insurance premiums, You may accept the price adjustment or cancel the booking within 10 days' notice of the surcharge and obtain a full refund less any non-refundable deposits to our suppliers. We will work with our suppliers to try and obtain any non-refundable deposits so that we can give You a full refund. We cannot guarantee such a result, though. We will give You advance written notice of any price increase and the reason for it.

From time to time, FFX may in its sole discretion offer reduced pricing on certain Tours and products or services. Reduced pricing applies only to new bookings. Bookings where payment of at least a deposit has been received by FFX are not eligible to reduced pricing.

DETAILS REQUIRED FOR BOOKING

As a condition of booking, You must provide the information and documents required by FFX, along with final payment in accordance with the payment schedule. The information required by FFX will vary by Tour and will be communicated to You during the booking process.

If You fail to supply information required by FFX for air tickets, permits, or other inclusions in a timely fashion, You will be liable for any costs, fees, or losses including failure to obtain or provide that inclusion. FFX is not responsible for any fees You incur as a result of errors, omissions, inaccuracies, or late or misplaced or otherwise incomplete information You have provided.

AIRFARE

Tour prices do not include international or other airfare unless expressly stated in the Tour's descriptions.

FFX does not sell airfare directly. FFX has a partnership with a company that handles airfare. You have the option to choose how and where You purchase Your airfare tickets, or You may use the partnership established between FFX and the airfare company. FFX recommends that You buy refundable airline tickets. FFX requires air ticket information at least 55 days before departure, so FFX can arrange Your airport transfers.

FFX is not responsible for changes in air itineraries or flight times and does not provide advice or alerts regarding air tickets, flight status, or delays.

FINAL PAYMENT & ACCEPTANCE OF BOOKING

The confirmation sent by FFX will contain details of final payment required for booking. Payment of the balance of the price for the Tour and any products or services booked is due 100 days before departure.

If full payment is not received by the due date, FFX may change the rate payable for the booking, or treat the booking as canceled and retain the deposit and any cancellation fees.

If a booking is made 100 days or less before departure, the full amount must be paid at the time of booking.

If You book a Tour more than 100 days before departure, FFX will collect Your deposit and then send an email reminder to pay Your remaining balance.

If the payment terms for any Tour differ from those outlined in this section, the applicable terms will be communicated to You before booking and will be also detailed on the applicable invoice. FFX is not responsible for and will not refund in case of cancellation any charges levied by third parties or financial institutions on You for credit card or other payment transactions.

CANCELLATION BY THE PARTICIPANT

You may cancel Your booking by sending an email to shawnm@furthestfrontiers.com. Cancellation fees are based on the date we receive Your written cancellation, not when you send the notification. Voicemail and telephone cancellations will not be accepted.

If You cancel Your Tour more than 100 days prior to departure, FFX will keep your US\$200 per person nonrefundable deposit, which You may apply towards a future tour with FFX. If you wish to apply your nonrefundable deposit towards a future tour, the tour must take place within 12 months of the written cancellation date, otherwise you will forfeit your deposit to us. Upon cancellation, Your cancellation fee will be determined based on the date FFX receives your written cancellation. Cancellation fees will be applied per person according to the following schedule, based on the date we receive your written notification, not when You send it or notify us by phone:

Cancellation fee schedule*

- More than 100 days before departure: \$200 per person nonrefundable deposit
 - 100-89 days before departure: 25% of the trip price
 - 88-78 days before departure: 50% of the trip price
 - 77-70 days before departure: 75% of the trip price
 - 69-0 days prior to departure: 100% of the trip price
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For certain services or products, such as insurance products, FFX might have alternative cancellation terms. FFX will advise You of any such requirements before confirmation of the applicable booking.

Cancelling a trip can be costly. **To protect yourself in the event that you have to cancel, trip cancellation and interruption is highly recommended.**

***Note:** Any non-refundable deposits made to third party suppliers and third party cancellation fees will be subtracted from any refunds due under this section. Cancellation and transfer schedules for cruises, safaris, custom trips, and certain special events are often more strict. These exceptions are clearly indicated in the detailed itineraries for each of these trips. Internal airfare purchased on your behalf by is subject to the airline's cancellation policies.

GUARANTEED DEPARTURES, MINIMUM BOOKING REQUIREMENTS

Guaranteed Departures are Tour dates that are 100% certain to run at the time of booking subject, however, to the cancellation/change terms of this agreement (e.g., cancellation for Force Majeure). Non-Guaranteed Departures are Tour dates that require a minimum number of people booked with fully paid valid deposits in order to run. If a Tour does not meet the minimum numbers of persons booked on the 70th day before departure, FFX will notify You that the Tour has been cancelled and refund 100% of Your deposits, including the \$200 per person nonrefundable deposit. You will be informed during the booking process whether a Tour is a Guaranteed Departure or requires a minimum number of bookings to depart.

Guaranteed Departures booked and secured with a valid deposit, as well as Non-Guaranteed Departures that meet the minimum number of bookings with valid deposits on the 70th day before departure, will depart as indicated on the applicable confirmation, subject to the change and cancellation terms set forth in this agreement. Up to date Tour and itinerary information is available on FFX's website or by contacting FFX. Printed materials displaying Tour information and departure dates are subject to change and may not be relied upon for purposes of this guarantee.

CANCELLATION OR CHANGES BY FFX AND FLEXIBILITY

You acknowledge that the nature of travel requires flexibility and that You will permit reasonable alterations to the Tour and any related products, services, or itineraries by FFX. The route, schedules, accommodations, activities, amenities, and modes of transportation are subject to change without notice due to unforeseeable circumstances or events outside the control of FFX (including, but not limited to Force Majeure (defined below), illness, mechanical breakdown, flight cancellations, strikes, political events, and entry or border difficulties) or for the safety, comfort and/or well-being of Tour

participants. This includes but is not limited to the right to replace or substitute guides and accommodations in the trip materials, modify the order in which places are to be visited, and make other changes in the itinerary.

FFX will make no reimbursements, discounts, or refunds for the Tour or any related products or services that are missed or unused after departure due to no fault of FFX including Your removal from a Tour because of Your negligence or breach of these Terms.

If we are required to significantly alter or cancel Your trip due to Force Majeure or for reasons other than Force Majeure and the cancellation is not caused by Your fault or negligence -- which is rare -- we will let You know as soon as possible prior to departure. In these circumstances, You can choose one of the following options:

- 1) Accept our offer of a comparable replacement trip (offered at our sole discretion and subject to availability)
- 2) Receive a refund of all monies paid for the land-portion of the Tour less any nonrefundable deposits paid to third party suppliers; or
- 3) Accept the changes and proceed with the modified Tour.

When accepting an offer for a replacement trip: 1) If the cost is lower than the price of Your original trip, You will receive a refund for the difference in cost, or 2) If the cost of the replacement trip is the same as or higher than Your original trip, You owe nothing. Any changes may require a supplemental payment from You or result in a partial or full refund. We will work with our suppliers to try and obtain any non-refundable deposits so that we can give You a full refund. We cannot guarantee such a result, though.

FFX is not responsible for any incidental expenses or consequential losses that You may incur as a result of the cancelled booking including visas, vaccinations, non-refundable flights or rail, non-refundable car parking or other fees, loss of earnings, or loss of enjoyment.

TRAVEL DOCUMENTS

You are responsible for obtaining all travel information about, and for having in Your possession all documentation required to travel to, each country or region included in the Tour. This includes Your valid passport and all travel documents required by the relevant government authorities, such as all visas, permits, certificates (including, but not limited to vaccination or medical certificates), and insurance policies. Your passport must be valid for at least six months after the last day of the Tour as set out on Your itinerary. You are solely responsible for ensuring that required travel documentation is valid and effective. You are also solely responsible for the full costs of obtaining such documentation as well as the costs incurred for missing or defective documentation.

You are solely responsible for the full amount of any loss or expense incurred by FFX for Your failure to secure or be in possession of proper travel documentation. While FFX may provide information on such matters as a courtesy to You, it is not responsible for any errors or omissions as to the information provided. FFX is not responsible for delays, changes, or cancellation costs due to incorrect, incomplete or expired traveler documents.

AUTHORITY ON TOUR

FFX has Tour Leaders that run group Tours. The decision of the Tour Leader and/or FFX is final on all matters likely to affect the safety of any traveler or staff member participating in the Tour. If You fail to comply with a decision of a Tour Leader or otherwise interfere with the wellbeing of the group, the Tour Leader may instruct You to leave the Tour immediately with no right to refund. FFX may also elect to deny You participation in any future Tours You booked. You must always comply with all the laws and regulations as well as customs of all countries visited during the Tour. You also agree to travel in accordance with FFX's travel guidelines.

DENIAL OF PARTICIPATION

We reserve the right to deny participation in the trip to any traveler at any time before or during the trip that we, in our sole discretion, judge to be incapable of meeting the rigors and requirements of the trip activities, or whose actions or deportment we judge unsuitable for group travel. Any costs resulting from being removed from a trip or being declined participation in a trip is at Your expense.

OPTIONAL EXTRAS

"Optional Extras" refers to any activity, transportation, meal, or other product or service not expressly included in the Tour itinerary or price of the Tour. You agree that any assistance given by FFX's representative(s) in arranging, selecting, or booking any Optional Extras is purely at Your request. FFX makes no representations about the safety or quality of these Optional Extras or the standard of the independent parties how provide them. You understand and agree that any assistance given by FFX or your guide to help arrange these optional activities is done in good faith. We do not sponsor or endorse these activities or events. As such, we cannot be held liable for any injury or illness resulting from your participation. If You decide to participate in these events, you do so voluntarily and should take precautions to ensure Your own safety.

FORCE MAJEURE

FFX will not be deemed in breach of this agreement or otherwise liable to You, by reason of delay in performance or nonperformance of any of our obligations under this agreement to the extent that any such delay or nonperformance is due to any Force Majeure. "Force Majeure" means any circumstances beyond our reasonable control, including without limitation acts of nature, terrorist activities, insurrection, explosion, flood, tempest, forceful wind, fire or accident, war or threat of war declared or undeclared, sabotage, civil disturbance, labor strikes, requisition, sickness, quarantine, government intervention, weather conditions, and unforeseen circumstances. If we and any of our suppliers are affected by Force Majeure, we and our suppliers shall be entitled to, and may in our sole discretion, vary or cancel any itinerary or arrangement in relation to the trip.

TRAVEL ADVISORIES & WARNINGS

It is Your sole responsibility to become informed about the areas where you are about travel to including any travel advisories and warnings issued by government authorities in your country. In the U.S., consult the U.S. State Department's website at <http://www.travel.state.gov> or contact them by phone at the number specified on their website. You are responsible for protecting your own well-being and personal property before, during, and after your trip. This includes ensuring any and all vaccinations, inoculations, or prescribed medications are taken as directed by your local doctor and/or travel clinic for the areas visited.

PRE-DEPARTURE DOCUMENTATION

It is important that You carefully read all trip-related documents that You receive from FFX as soon as You receive them. It is Your responsibility to contact us if any information is incorrect. This agreement, FFX's liability waiver, and, if required, a medical questionnaire and/or certification must be signed and submitted by You in order to travel with us. If we do not receive these signed documents from You prior to departure, we reserve the right to treat Your booking as cancelled by You and impose the cancellation fees described in this agreement.

IMAGES AND MARKETING

You agree that, while participating in any Tour, images, photos, or videos may be taken by other participants, FFX, or its representatives that may contain or feature You. You consent to any such images, photos, or videos being taken and grant a perpetual, royalty-free, worldwide, irrevocable license to FFX, its contractors, sub-contractors, and assigns to reproduce for any purpose whatsoever (including marketing, promotions, and

the creation of promotional materials by or with sub-licensees), in any medium whatsoever, whether currently known or hereinafter devised, without any further obligation or compensation payable to You. If You prefer that Your likeness not be used, You must notify us in writing prior to Your trip's departure date.

EQUIPMENT AND GEAR

You are responsible for the proper care and use of any equipment and gear provided by FFX or its suppliers for the entire duration of the Tour. Equipment and gear include but is not limited to tents, sleeping pads, sleeping bags, or mattresses, folding chairs, tables, saddles, shower, toilet equipment, and trekking poles. You agree to examine equipment assigned to You and will immediately inform Your Tour Leader if any equipment appears to be damaged or is not in otherwise appropriate working condition. You are responsible for the condition of the equipment and agree to be charged for the replacement value of the equipment or costs of repair if not returned at the end of the Tour in the same condition as received, excluding normal wear and tear.

CLAIMS & COMPLAINTS

If You have a complaint about Your Tour, please inform Your Tour Leaders immediately, so they can attempt to rectify the matter. If You are not satisfied with Your Tour Leader's attempt to rectify Your complaint, submit Your complaint in writing within seven days after the end of the Tour to FFX by mailing it to 20 S Sarah St, St. Louis, MO, 63108

BINDING ARBITRATION

You agree that any dispute concerning, relating, or referring to this Agreement, FFX's tour brochures or any other materials that concern Your tour, the tour itself, or any claim for damages due to injury or death which occurs during or in connection with my tour, shall be resolved exclusively by binding arbitration by the American Arbitration Association in accordance with its Commercial Arbitration Rules. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

The arbitrator(s) must be travel industry experts. Arbitration shall take place in Clayton, Missouri, United States of America. The arbitration must be governed by the laws of the State of Missouri. Hearings will take place pursuant to the standard procedures of the Commercial Arbitration Rules that contemplate in personal hearings. The arbitrator(s) will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required, by statute. Each party will bear its own costs and expenses and an equal share of the arbitrator(s)'s and

administrative fees of arbitration. The award of the arbitrator(s) shall be accompanied by a reasoned opinion. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration, hereunder, without the prior written consent of both parties.

The arbitrator and not any federal, state or local court or agency shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, conscionability, or formation of this contract, including but not limited to any claim that all or any of this contract is void or voidable.

LIMITATION OF REMEDIES

You agree that the sole remedy for any default by FFX arising under this Agreement shall be the return of the paid trip cost, to the extent consistent with applicable law. To the maximum extent permitted under applicable law, FFX shall not be liable for any special, consequential, indirect, incidental or other damages arising out of or in any way connected to this agreement, including lost profits, whether such damages arise in contract, negligence, tort, under statute, in equity, at law, or otherwise, even if FFX has been advised of the possibility of such damages. You expressly waive any right You may have to recover such damages.

SEVERABILITY AND SUCCESSORS AND ASSIGNS

If any provision of this agreement shall be unenforceable or invalid under any applicable law, such unenforceability or invalidity shall not render the agreement unenforceable or invalid as a whole. Such unenforceable provision will be replaced with one that is valid and enforceable and which achieves, to the extent possible, the original objectives and intent of the original provision. This agreement shall inure to the benefit of and be binding upon You and FFX and Your respective heirs, legal and personal representatives, successors and assigns.

AMENDMENTS

FFX reserves the right to update or alter these Terms at any time. Any amendment will take effect seven days after being posted to FFX's website or immediately upon notice to you in writing by email or mail. An up to date hard copy of these Terms will be sent to You upon written request You submit to FFX. You are deemed to have accepted any amendments to these Terms on the date that is seven days after their posting on FFX's website. FFX recommends that You refer to these Terms prior to travel to familiarize themselves with the most up to date version available.

MERGER

This agreement is the final, complete and exclusive statement of the parties' agreement on the matters contained in this agreement. It supersedes all previous negotiations and agreements.

I have read this entire agreement, and I agree to it freely. I understand that this is a legally binding contract. No other representations concerning the legal effect of this document have been made to me. I agree to all pages of this agreement and that this agreement is valid and legally binding.