



Terms & Conditions

These terms and conditions ("Agreement") apply to and control any travel services offered by or through Easton Resource Development, Inc. (ERD) or any of its Affiliates (together and in the alternative, "ERD", "we", "us", "our"). For purposes of this Agreement, the term "Affiliates" means any natural person or legal entity that is controlled by, controls, or is under common control with Easton Resource Development, Inc. "Control" means the ability, whether directly or indirectly, to direct the affairs of Easton Resource Development, Inc. by means of ownership, contract, employment relationship or otherwise. "You" and "your" means each program participant.

- **Rates.** Program rates are based on minimum participation levels, current fares (air, water, and land), tariffs and currency values. While ERD does everything possible to maintain listed program rates, they are subject to change effective immediately upon posting unless otherwise specified by ERD.
- **Registration, Deposits and Final Payment.** To confirm and secure your reservation, a deposit of \$500.00 ~ \$1,000.00 per person per program and \$500.00 per person per extension, among which \$250.00 ~ \$500.00 are non-refundable booking service fee according to each individual program agreement, payable by check, money order, wire transfer of same day US funds, or major credit card is due at the time of registration. Final payment including any extension(s) is payable by check, money order, or wire transfer of same day US funds ONLY and due no later than 90 days prior to the scheduled program departure date, or the specific stated date according to each individual program. If your reservation is made fewer than 90 days prior to departure, or past the final payment date, the entire cost of the program, plus any extension, is due at the time of registration by check, money order, or wire transfer of same day US funds ONLY. If final payment is not received by ERD at least 90 days prior to the scheduled program departure date, or the specific stated date according to each individual program (a) the reservation is subject to a late payment fee equal to 1% (or the maximum legal rate, if less) of the total invoice amount, per week until paid in full, and (b) ERD may, at any time and with or without notice, cancel your reservation in its sole and absolute discretion. All payments we receive from you are herein defined as "Payments".
- **Cancellations and Refunds.** All cancellations must be submitted to ERD in writing and will be subject to a cancellation fee ("Cancellation Fee") as follows: (a) if the cancellation notice is received by ERD 151 or more days prior to the scheduled departure date, the cancellation fee will be \$500.00 per person per program and \$250.00 per person per program for any extension, or the specific stated amount according to each individual program; (b) if the cancellation notice is received by ERD between 150 and 91 days prior to the scheduled departure date the cancellation fee will be forfeiture of the full deposit per person per program including any extension, or the specific stated amount according to each individual program; (c) if the cancellation notice is received by ERD 90 or fewer days prior to the scheduled departure date, the cancellation fee will be the full program price, or the specific stated amount according to each individual program. In addition to and not in lieu of the foregoing, a Cancellation Fee equal to 100% of the carrier charge applies to all non-refundable airfares due to your cancellation made at any time prior to the scheduled program departure date, as applicable. Refunds, if any, of any payments in excess of the aggregate cancellation fee shall be processed within 30 calendar days of our receipt of your written notice.
- **Travel Insurance.** ERD strongly recommends that you purchase travel and cancellation insurance to protect your interests in the event unexpected or unforeseen circumstances cause the cancellation of your trip. In addition, we recommend that you consider obtaining a policy (ies) that will cover some or all of your losses associated with damage or loss of luggage or personal



Terms & Conditions

effects.

- **Cancelled Programs.** ERD reserves the right to cancel any program prior to the scheduled departure date for any reason whatsoever, including without limitation, insufficient participation or logistical problems that, in our sole reasonable judgment, may impede program operations. In the event of program cancellation by ERD for any reason whatsoever other than a force majeure event, your sole and exclusive remedy shall be the refund by ERD of all Payments received by ERD as of the date of cancellation, and the payment thereof shall release ERD from any and all other or further liability in any way related to such cancellation. ERD makes substantial payments to its suppliers (hotels, transportation companies, etc.) far in advance of the scheduled program departure date. Accordingly, if a program is cancelled due to a force majeure event (e.g. acts of God, war, labor strikes, earthquake, flooding, etc.), ERD will undertake commercially reasonable efforts to promptly refund the portion of any Payments not already advanced to suppliers. In addition, ERD will use commercially reasonable efforts to recover and refund to you the balance of your Payments, less the costs, if any, of such recovery, as promptly as possible. However, (a) ERD does not guarantee recovery of any portion of advance payments made to suppliers, and (b) commercially reasonable recovery efforts under this Section shall not include or require, and shall be fully satisfied and performed exclusive of, the institution of any legal proceedings by or on behalf of ERD in any forum, venue or jurisdiction whatsoever. ERD is not responsible for, and you hereby release and forever discharge ERD from, any expense or cost incurred by you in preparing for or arising or resulting from a cancelled program, including without limitation, the cost of non-refundable airfare, other transportation, lodging and meal expense, visa fees, medical expenses, equipment and clothing purchases, and the cost of any additional or alternative arrangements you elect or are required to incur or make as a result of a cancelled program.
- **Itineraries.** Accommodations and arranged excursions are subject to change or substitution at any time due to unforeseen circumstances or circumstances beyond ERD's control. Every reasonable effort will be made to operate programs as planned, but adjustments, substitutions and changes may occur after the final itinerary has been issued. ERD may, in its sole discretion, withdraw a program or any part of it, make such alterations or substitutions to the itinerary or program inclusions as it deems necessary or desirable, and pass on to program participants any expenditures, additional costs or losses caused by any such adjustments, or by delays or events beyond its reasonable control. In addition, ERD may, in its sole discretion, withdraw or modify a program if required by the tour operator or other vendor with whom ERD has contracted or by applicable governmental authority.
- **Not Included.** Unless otherwise specifically noted in the itinerary, program prices do not include the following expenses, which if applicable are your sole responsibility to pay and satisfy: trip cancellation insurance and passenger travel protection plan; domestic, international, and internal airfares; transfers and luggage handling fees except in connection with scheduled group flights; costs associated with obtaining passports or entry visas; airport departure taxes; airline ticketing fees; airport transfers when arriving/departing on other than scheduled group dates; excess baggage charges; any new value added taxes or GST taxes added to program costs by applicable governmental authority; gratuities to drivers, guides, or ship's crew not specified; meals and beverages other than those specified as being included in the itinerary; sightseeing not included in the itinerary; personal expenses such as laundry, communication charges and optional activities (which are subject to availability); and ship, air, or transportation fuel surcharges, if applicable.
- **Health and Fitness to Travel.** Some programs include physically active elements. To enjoy the



Terms & Conditions

program as intended, a minimum level of fitness is required. Accordingly, you must be in good physical and mental condition to participate. You represent and warrant to ERD that you have no physical, mental or other condition, impairment or disability that may or will cause or create a risk of injury or other hazard to yourself or others in respect to any aspect of the program you have selected. ERD may, in its sole discretion, limit, restrict or prohibit from participation in any aspect of any program any individual that it considers in its sole discretion to be impaired or unsuitable due to fitness level. In addition, ERD may, in its sole discretion and at the participant's sole expense, remove from the program, or restrict the program-related activities of, any individual whose physical or mental condition may or is likely to cause a hazard to himself/herself or others, or otherwise impair the enjoyment of other program participants. Any physical condition requiring special attention, diet, or treatment must be reported in writing to ERD at the time a program reservation is made. Should you have any questions or need any clarification about a specific program, please ask for details at the time of registration. Notwithstanding the foregoing, you hereby acknowledge and agree that nothing in this Section creates any obligation or duty on the part of ERD to monitor, to make any decision or determination or to take any action in respect to any program participant on account of such individual's mental or physical condition, health or otherwise.

- **Travel Advisories and Warnings.** It is the sole responsibility of each guest to stay informed about the most current international travel advisories and warnings by visiting the U. S. State Department's travel website at <http://www.travel.state.gov> or by contacting the U.S. State Department directly. In the event of an active State Department Travel Warning ("Warning") against travel to a program's specific destination location(s) and you elect to travel to the location(s) notwithstanding such Warning, you hereby agree, individually and on behalf of your marital community, heirs, estates, personal representatives, executors and assigns, to assume, and to defend, indemnify and hold ERD harmless from and against, all actual or potential personal injuries, death, property damage and other loss or casualty arising from or related to events that are the same or similar to those specified in the Warning.
- **Children.** ERD welcomes the participation of children in its programs. However, in the event you do include your children or other minors for whom you serve as legal guardian (together, "Dependents") in your travel plans, you hereby acknowledge and agree that you are and shall be at all times solely responsible for their care, actions, safety and protection during the program and any extension(s). Should you have any questions whether a particular program or inclusion is suitable for your Dependent(s), please contact us and we will do our best to provide you with answers.
- **Baggage.** Please be advised that air carriers often impose restrictions or limitations on the number of pieces, size and weight of luggage and may reject or impose additional fees on luggage exceeding such limitations or restrictions. All such fees are your sole cost and responsibility. In addition and regardless of location or transportation modality, your baggage and personal effects are and shall at all times be at your sole responsibility and risk throughout the entire program. Please check with your international carrier for other baggage restrictions and limitations applicable to international flights.
- **Travel Documents.** For U.S. citizens, valid passports are required for travel to foreign destinations and some countries require specific visas prior to entry. Please direct any questions in respect to visa requirements to ERD, which shall use commercially reasonable efforts to provide answers as a courtesy, provided that it shall remain your sole responsibility and



Terms & Conditions

obligation to obtain and verify that you have all required travel documents, including visas, for your nationality necessary and appropriate for the program location(s) and sufficient blank pages in your passport for visas and immigration stamps. ERD is not liable, and expressly disclaims all such liability, for any expenses or costs you may incur due to your prohibition or restriction from entering a country on the program itinerary or reentering the United States at the conclusion of the program.

- **Photos and Videos.** ERD, its representatives and/or tour operators may, from time to time, make photographic or video recording(s) during a program, which may include images of you and/or your Dependent(s) (if any). For and in consideration of the benefits you enjoy and receive in connection with the program, you, individually and on behalf your Dependent(s), hereby agree and grant to ERD a limited, non-exclusive, irrevocable, worldwide, perpetual, royalty-free right, license and release, with right to sublicense, to exhibit, publish, display, and promote the photographs, images, visual depictions, and reproductions of you (together “Photos”) recorded in digital or other format during the program for use by ERD for the limited purpose of promoting and marketing the services of ERD in such manner as ERD may elect in its sole discretion. Without limiting the generality of the foregoing, the license granted herein includes the right, without limitation, for ERD to reproduce the Photos in digital or other form, to edit such materials, and to publically display, publish and/or distribute such reproductions on ERD’s proprietary website and in such other digital media and print materials as ERD may elect.
- **Arbitration.** Any controversy or claim arising out of or relating to any services or products offered or obtained through ERD, including without limitation, any claim related to bodily injury, death or property damage, shall be adjudicated and conclusively settled and resolved by binding arbitration in Houston, Texas before a single arbitrator reasonably knowledgeable in travel services matters selected by ERD in its sole reasonable discretion in accordance with the rules of the American Arbitration Association then existing, and judgment on the arbitration award may be entered in any court having jurisdiction over the subject matter of the controversy.
- **Limitation of Liability.** NONE OF (A) ERD, (B) THE SPONSORING ENTITIES FOR WHOM ERD DESIGNS PROGRAMS, OR (C) ANY OF THEIR RESPECTIVE EMPLOYEES, MEMBERS, MANAGERS, SHAREHOLDERS, OFFICERS OR DIRECTORS (COLLECTIVELY, THE “ERD GROUP”) OWN OR OPERATE ANY ENTITY THAT DOES OR WILL PROVIDE GOODS OR SERVICES FOR OR IN CONNECTION WITH YOUR PROGRAM. ERD PURCHASES, WITHOUT LIMITATION, TRANSPORTATION, HOTEL AND OTHER LODGING ACCOMMODATIONS, FOOD, GROUND HANDLING AND OTHER SERVICES (TOGETHER “VENDOR SERVICES”) FROM VARIOUS THIRD-PARTY SUPPLIERS (“VENDORS”), ALL OF WHOM ARE INDEPENDENT CONTRACTORS AND OVER WHOM THE ERD GROUP HAS NO RIGHT OF CONTROL OR AUTHORITY. THE VENDOR SERVICES ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND BY THE ERD GROUP. EXCEPT AS EXPRESSLY PROVIDED ABOVE, THE ERD GROUP MAKES NO WARRANTIES OF ANY KIND WITH RESPECT TO THE PROGRAM, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ERD GROUP SHALL NOT BE LIABLE FOR THE ACTS OR OMISSIONS OF ANY VENDOR OR OTHER THIRD PARTY, INCLUDING WITHOUT LIMITATION, ANY DAMAGE, DEATH, LOSS OR INJURY TO PERSON OR PROPERTY CAUSED, IN WHOLE OR IN PART, BY ANY VENDOR OR OTHER THIRD PARTY, NOR THE STANDARD OF CARE YOU RECEIVE IN CONNECTION WITH THE VENDOR SERVICES. IN NO EVENT SHALL THE ERD GROUP BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF WAGES, SAVINGS OR CONSORTIUM, EVEN IF SUCH DAMAGES ARE FORESEEABLE AND WHETHER OR NOT THE ERD GROUP HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. THE ERD GROUP’S MAXIMUM AGGREGATE



Terms & Conditions

LIABILITY, WHETHER ARISING IN TORT, EQUITY, LAW OR CONTRACT, SHALL NOT EXCEED THE TOTAL AMOUNT PAID OR PAYABLE BY YOU TO ERD IN CONNECTION WITH THE PROGRAM AT ISSUE. The limitations set forth in this Section shall not apply where prohibited by law, but instead shall be interpreted to give effect and enforced to the maximum allowable extent.

- **Force Majeure.** In addition and without limitation, the ERD Group shall not be liable for any injury, loss, death, inconvenience, delay or damage to personal property in connection with or resulting from acts of God, illness, disease, acts of war, riot, civil unrest, insurrection or revolt, animals, strikes or other labor activities, criminal or terrorist activities of any kind, overbooking or downgrading of services, food poisoning, mechanical or other failure of aircraft, vessels or other means of transportation or for failure of timely arrival or departure.
- **Other.** Dates, program details and costs, although given in good faith and based on tariffs, exchange rates and other information current at the time of printing, are subject to change at any time. While we do not anticipate material revisions of the itinerary or its included features, we do reserve the right to substitute accommodations or modes of transportation and to make any changes in the itinerary. ERD, in its sole discretion, deems necessary and in that case any additional expense or cost will be paid by the individual guest. Your baggage and personal effects are your sole responsibility at all times. There are many inherent risks in travel, which can lead to illness, injury, or even death. These risks are increased by the fact that some of our programs take place in remote locations, far from medical facilities. You acknowledge and agree to assume all such risks associated with participating in this program.
- **Acceptance of Contract.** ANY PAYMENT TO ERD, INCLUDING BUT NOT LIMITED TO DEPOSITS, CONSTITUTES YOUR ACKNOWLEDGEMENT OF AND AGREEMENT TO THE TERMS AND CONDITIONS SET FORTH ABOVE AND IN MORE SPECIFIC TOUR DOCUMENTS.