

CUSTOMER AGREEMENT

This document creates a contractual relationship between International Expeditions (or "IE") and you, the "customer." After reading this entire customer agreement (the "agreement"), in order for your travel or vacation package ("tour", "journey" or "expedition") reservation to be completed, you must indicate your acceptance of the terms and conditions found in this agreement by signing and submitting your online form.

Our published tour rates include:

- Services of International Expeditions for complete pre-departure information to help you get the most out of your expedition.
- All scheduled transportation during the expedition unless otherwise specified.
- The services of experienced English-speaking local guides.
- All accommodations.
- Meals as specified in the respective itineraries.
- Transfers & luggage handling when taking group flights unless otherwise specified.

Items priced separately or typically not included in our tour rates:

- All airfares, including in-country airfares, unless otherwise specified.
- Transfers & luggage handling unless taking the group flights or otherwise specified.
- Fees for passports and visas.
- U.S. and foreign airport departure taxes, Chilean reciprocity tax, and domestic air tax.
- GST taxes and security tax, any new value added taxes or GST taxes added to program costs by foreign governments.
- Tips to drivers, guides, and ship's crew, unless otherwise specified.
- Items of a personal nature, such as equipment rental (e.g. snorkeling), laundry, phone calls, alcoholic beverages, camera fees, etc.
- Ticketing fees for air tickets.
- Ship or air fuel surcharges.
- Special permits, port taxes and park fees.

Our Published Rates: Tour rates are in US dollars and based on current rates of exchange at the time of publishing of catalog. Changes in tour rates are rare, and caused by extraordinary circumstances outside International Expeditions' control. In the unusual event that your tour rate should increase (greater than 5% if tour cost is marked as estimated), cancellation is allowed without penalty. All prices are per person and based on double occupancy unless otherwise noted. All prices and airfares are subject to change without prior notice.

Solo Travelers: Single occupancy rates apply to single accommodation requests. If a single room is requested, or if you wish to share but we are unable to find a suitable roommate, you will generally be required to pay the single supplement. Single accommodations are not available on all programs.

Deposits and Payments: A \$600 deposit per person is required to confirm your reservation for the main trip. An additional \$150 deposit is due for each pre and post-extension to your trip.

A per person deposit of 20% of the total invoice is required to confirm your Custom Itinerary reservation.

Group bookings may have special deposit and payment terms in lieu of those noted above.

Payment for air is due no later than at time of issuance of ticket. Ticketed passenger bears ownership and full financial responsibility of ticket and is subject to air carrier's terms and conditions, including those related to penalties, re-use, and refunds.

Final payment for land, ship, in-country air and special arrangements for all programs and their extensions is due 90 days prior to departure, unless informed otherwise at time of confirmation.

Final payment will be automatically charged to the credit card used for deposit on the due date unless you make alternate arrangements prior to the final payment due date.

Custom and group bookings may have special deposit and payment terms in lieu of those noted above.

Travel Protection: Travel protection plans are available from various insurance providers and are strongly recommended. Policies can be obtained that provide coverage in the event of an unforeseen emergency that may force you to cancel or leave an expedition. We strongly suggest that you purchase travel insurance to cover 100% of your vacation cost as there are no exceptions to the cancellation penalties.

Cancellation Fees: All cancellations become effective upon written receipt by IE. Custom and group bookings may have special cancellation terms in lieu of those noted below. Certain air, permits and items sold as “non-refundable” are in addition to other imposed cancellation fees.

IE escorted journeys:

- \$300 per person cancellation fee from time of booking to 90 days prior to departure. You will be issued a \$300 travel certificate per person cancelled as credit against a future International Expeditions journey, travel to begin within two years of certificate date.
- Cancellation fee of 50% of the full program cost per person from 89 to 61 days prior to departure, with the exception of all Cuba programs which is 100%.
- Cancellation fee of 100% of the full program cost per person from 60 to 0 days prior to departure.

Holiday departures (Christmas, New Years and Easter) and Cuba programs:

- \$300 per person cancellation fee from time of booking to 90 days prior to departure. You will be issued a \$300 travel certificate per person cancelled as credit against a future International Expeditions journey, travel to begin within two years of certificate date.
- Cancellation fee of 100% of the full program cost per person from 89 to 0 days prior to departure.

Custom journeys (general terms):

- Deposit is non-refundable from time of booking.
- Cancellation fee of 50% of the full program cost per person from 89 to 61 days prior to departure.
- Cancellation fee of 100% of the full program cost from 60 to 0 days per person prior to departure.

Cancellation by International Expeditions: In the rare event that a journey is canceled by IE for reasons other than force majeure or extraordinary causes beyond IE’s control, all monies paid to IE will be refunded in full including change fees on air tickets purchased through IE. International Expeditions cannot accept responsibility for any other expenses incurred in preparing for the journey, including non-refundable or non-transferable airline tickets. If a journey is canceled by IE for reasons of force majeure or extraordinary causes beyond IE’s control, IE will make every attempt to recoup the maximum reimbursements from operators and will in turn refund all recoverable costs.

International Expeditions Air Arrangements: Booking your air with International Expeditions offers many advantages, from special fares to lenient change and refund policies. We can schedule the most convenient flight times for the start of your journey, booking your return flight home with your scheduling preferences in mind. We work with you to offer the best fares and most suitable schedules. Note that International Expeditions cannot be held liable, assume responsibility, or accept claims with regard to seat assignments, flight changes, cancellations, or any loss or damages which may be incurred when using the services of airlines. Tickets will be sent with final tour documents. There is a modest ticketing fee on tickets we issue.

Schedule of Mail-Outs: IE’s standard method of delivery of forms and documents will be by electronic means, and the term “mailed” will mean email unless otherwise necessitated. On receipt of your reservation, you will be mailed a confirmation package. A final packet of information is mailed 21-30 days prior to departure, with airline tickets, final itinerary, guest list, name tag, and passport holder. Final packets are not mailed until all payments, liability forms, and a signed copy of these terms and conditions are received.

Photography/Videography: International Expeditions reserves the right to take photographic, video or film records of any trip or Customer, and may use any record for promotional and/or commercial purposes and Customer grants IE express permission to do so.

Travel Documents/Vaccinations: Customers must be in possession of valid passports and any visas, permits, and certificates required for the whole of their journey or expedition and shall arrange such vaccinations as are normally recommended for the countries through which they intend to travel. Information as to these matters and as to climate, clothing, baggage, gear, and similar matters is given in good faith but without responsibility on the part of International Expeditions.

United States Tour Operators Association \$1 Million Travelers Assistance Program: International Expeditions is a member of

the Travelopia group and shares the coverage available under the USTOA \$1 Million Travelers Assistance Program with affiliated companies of the group who, as active members of the USTOA, are required to post a \$1 Million letter of credit with the USTOA. This amount is to be used to reimburse, in accordance with the terms and conditions of the USTOA Travelers Assistance Program, the advance payments of International Expeditions customers in the unlikely event of bankruptcy, insolvency or cessation of business. Complete details of the USTOA Travelers Assistance Program and a list of affiliates may be obtained by writing to USTOA at 275 Madison Avenue, Suite 2014, New York, New York 10016, or by email to information@ustoa.com (link sends e-mail) or by visiting its website at www.USTOA.com (link sends e-mail).

California Seller of Travel Program: Please be advised California has established a Travel Consumer Restitution Fund. It does not cover non-California residents, and even in the case of California residents, does not cover any foreign travel where the foreign "providers of transportation of travel services" are not in compliance with the seller of travel law (compliance being defined as: registered as a seller of travel in California and a participant in the Travel Consumer Restitution Fund). Thus, none of the journeys in this brochure qualify and by law you are required to be advised that you would not be eligible to make any claim from that fund in the unlikely event of default by International Expeditions, First Choice Expeditions or any of our foreign suppliers. California Seller of Travel registration #2045230-20. Registration as a seller of travel does not constitute approval by the State of California.

Limits on International Expeditions' responsibilities: International Expeditions, and their affiliates, owners, officers, agents, employees, contractors, and subcontractors (hereafter in this paragraph "International Expeditions") purchase transportation, hotel accommodations, restaurant services, and other services from various independent suppliers that are not subject to its control. Neither International Expeditions, nor any associate organization, agent, employee, contractor, or subcontractor shall be held liable for any act, default, injury (including death), loss, expense, damage, deviation, delay, curtailment, or inconvenience caused to or suffered by any person or their property, howsoever arising, which may occur or be incurred by any organization or person, even though such act, default, injury, loss, expense, damage, deviation, delay, curtailment or inconvenience may have been caused or contributed to: (a) by the act, neglect or default of International Expeditions, owners, officers, agents, employees, contractors, and subcontractors, or of any persons for whose acts it would otherwise be responsible, or (b) defects or failures of any aircraft, vessel, automotive vehicle or other equipment or instrumentality under the control of independent suppliers. In addition, International Expeditions will not be liable for delays in departure or interruption of your vacation arrangements caused by weather conditions, technical problems of any aircraft, vessel, automotive vehicle, or other equipment or instrumentality, strikes, war, terrorist activity, civil commotion, act of God, perils of the sea, harbors, rivers, or other navigable water, act of any governmental or ruling authority, epidemic, collision, stranding, fire, any abrupt or unexpected increase in the cost of fuel or shortage of fuel, or any other cause or circumstance beyond International Expeditions' responsibility or control. The right is reserved to substitute accommodations or modes of transportation and to make any changes in the itinerary where deemed necessary or caused by changes in air schedules. On expeditions of this type it is not possible to accommodate persons with severe health problems or physical disabilities. It is the guest's responsibility to judge the appropriateness of these travel activities to his or her physical capabilities; however, IE reserves the right to require your physician's permission for travel. International Expeditions takes no responsibility for special arrangements or problems incurred by guests physically unable to participate in the planned activities. No refund can be made for absence from the tour unless arrangements are made at the time of booking. The right is reserved to decline to accept or retain any person as a tour member for any reason, which affects the operation of the tour or the rights and welfare or enjoyment of the other tour members. International Expeditions will not discriminate against any individual because of race, sex, creed, or nationality. In no event will International Expeditions be responsible for incidental, consequential or special damage or loss suffered by any person. International Expeditions' maximum liability, for any reason whatsoever, will be limited to the amount paid to International Expeditions for its services. In issuing tickets and coupons for transportation of the purchaser by any means and making arrangements for hotel or other accommodation, International Expeditions is not acting as principal but only as agent for the companies, corporations, or persons providing or offering the means of transportation and accommodation. To the extent International Expeditions shall not be acting as an agent, as stated above, it shall be deemed to be acting as an agent of the purchasers in arranging or booking transportation and accommodation.

Arbitration: Any controversy or claim arising out of or relating to this Agreement or the performance there under, including without limitation any claim related to bodily injury, property damage, or death, shall be settled by binding arbitration in Atlanta, Georgia 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. This agreement to arbitrate does not waive or modify the liability release contained in this document.

Waiver of Jury Trial: IN CONNECTION WITH ANY ACTION OR LEGAL PROCEEDING ARISING OUT OF THIS AGREEMENT, THE PARTIES HEREBY SPECIFICALLY AND KNOWINGLY WAIVE ANY RIGHTS THAT EITHER PARTY MIGHT HAVE TO DEMAND A JURY TRIAL.

Exclusive Governing Law and Jurisdiction: THIS AGREEMENT AND ANY ACTIONS AND PROCEEDINGS BROUGHT HEREUNDER SHALL BE GOVERNED BY THE LAWS OF THE STATE OF DELAWARE, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES. IF THE RIGHT TO SEEK ARBITRATION IS FOR ANY REASON WAIVED BY BOTH PARTIES, OR IF JUDICIAL REVIEW OF ANY ARBITRATION DECISION IS SOUGHT, ANY ACTION OR LEGAL PROCEEDING TO ENFORCE ANY PROVISION HEREOF, OR BASED ON ANY RIGHT ARISING OUT OF, THIS AGREEMENT SHALL BE BROUGHT EXCLUSIVELY IN THE COURTS OF THE STATE OF DELAWARE, OR, IF

IT HAS OR CAN ACQUIRE JURISDICTION, IN THE UNITED STATES DISTRICT COURT FOR THE STATE OF DELAWARE, AND ALL OF THE PARTIES HERETO HEREBY CONSENT TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS AND OF THE APPROPRIATE APPELLATE COURTS IN ANY SUCH ACTION OR LEGAL PROCEEDING AND WAIVE ANY OBJECTION TO VENUE OR JURISDICTION IN CONNECTION THEREWITH.

Severability: The invalidity or unenforceability of any part of this Agreement, or the invalidity of its application to a specific situation or circumstance, shall not affect the validity of the remainder of this Agreement, or its application to other situations or circumstances. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

Waiver: Any failure by either party at any time, or from time to time, to enforce or to require the strict keeping and performance of any of the terms or conditions of this Agreement shall not constitute a waiver of any such terms or conditions and shall not affect or impair such terms and conditions in any way or the right of such party at any time to avail itself of such remedies as it has for the breach or breaches of such terms and conditions.

Exclusivity: Except as otherwise expressly provided to the contrary, the rights herein granted and this Agreement are for the benefit of the parties hereto. The terms and conditions of this Agreement shall be exclusive of any advertising, marketing, or other sales literature or activities of International Expeditions and nothing contained in any of such materials shall be construed to create any rights as a result of or in connection with this Agreement.

Acknowledgment of Risk: You understand and acknowledge that your travel in connection with and participation in the travel package arranged at your request by International Expeditions may involve risk and potential exposure to injury and possibly death. You also realize and acknowledge that risk and dangers may be caused by the negligence of the owners, directors, employees, contractors, subcontractors, officers, or agents of International Expeditions or the negligence or participation of other participants, contractors and/or subcontractors to International Expeditions. You also recognize and acknowledge that risk and dangers may arise from foreseeable and unforeseeable causes, including weather and other acts of nature. You fully understand and acknowledge that the aforementioned risks, dangers and hazards are a potential in connection with recreational activities which may take place during your journey.

Express Assumption of Risk and Responsibility: In recognition of the inherent risk of the travels and related activities in which you are intending to engage, you confirm that you are physically and mentally capable of participating in the activity, that you are willingly and knowingly electing to participate in this vacation package in spite of the potential risk of danger, and you willingly and voluntarily assume full responsibility for any injury, loss or damage suffered by you or caused by you, whether caused in whole or in part by the negligence of the owners, directors, agents, officers, employees, contractors, or subcontractors of International Expeditions.

Release of Liability: In consideration of the services and arrangements provided by International Expeditions, you, for yourself and for your heirs, personal representatives or assigns, do hereby release, waive, discharge, hold harmless, and agree to indemnify International Expeditions, and its owners, officers, directors, agents, contractors, subcontractors, and employees from any and all claims, actions, or losses for bodily injury, property damage, wrongful death, loss of services, lost profits, consequential, exemplary, indirect or punitive damages or otherwise which may arise out of or occur during your travel in connection with the scheduled travel package and any activities conducted in conjunction therewith. **YOU SPECIFICALLY UNDERSTAND THAT YOU ARE RELEASING, DISCHARGING AND WAIVING ANY CLAIMS OR ACTIONS THAT YOU MAY HAVE PRESENTLY OR IN THE FUTURE FOR THE NEGLIGENT ACTS OR CONDUCT OF THE OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, OR SUBCONTRACTORS OF INTERNATIONAL EXPEDITIONS.**

Express waiver of any right to seek consequential, punitive or exemplary damages: Regardless of the situation or circumstances giving rise to a claim, you waive any right to seek consequential, punitive or exemplary damages against International Expeditions, their owners, officers, directors, agents, contractors, subcontractors, and employees, for any reason whatsoever.

Time Limit for Claims: International Expeditions shall not be liable for claims, actions, or losses for bodily injury, emotional injury or distress, property damage, wrongful death, loss of services, lost profits, consequential, exemplary, indirect or punitive damages or otherwise which may arise out of or occur during your travel in connection with the expedition and any activities conducted in conjunction therewith, unless full details in writing are given to International Expeditions within 185 days after the date of the event giving rise to such claim. Suit to recover on any such claim shall not be maintainable unless filed within one (1) year after the date of the event giving rise to such claim and unless served on International Expeditions within 120 days after filing. You expressly waive all other potentially applicable state or federal limitation periods.

Indemnity: You agree to indemnify, hold harmless, and defend International Expeditions against any damage, liability, suit, claim, penalty, fine, cost or expense whatsoever which arises out of your negligence or caused by your breach of these Terms and Conditions, or which results from your acts, omissions or defaults of any person acting on your behalf, or which results from the acts, omissions or defaults of, or any claims asserted by, the other participants on the expedition.

Medical Care: In the event medical care becomes necessary on your journey, you may be hours or days travel by water, porter, animal, or other non-vehicular transportation from any medical facility. The medical facility you may be treated in may not have the same standards as hospitals or doctor's offices in your home country. The medical personnel you will be treated by may not speak fluent English and have the same training as medical personnel in your home country. You further acknowledge that an emergency evacuation may be unavailable, expensive and delayed at your location, and that the medical facilities and attention available abroad may be limited. Decisions are made by International Expeditions staff based on a variety of perceptions and evaluations of the situation at hand. Participant understands and agrees to abide by these decisions.

TSA Secure Flight: For airline tickets to be issued in conformity with the requirements of Secure Flight which has been mandated by the U.S. Department of Homeland Security's Transportation Security Administration and implemented by the Transportation Security Administration (TSA), guests must provide their full name exactly as it appears on their government issued passport, date of birth, and gender when making airline reservations. If this information is incorrect, guests may experience delays or denial when trying to board an air carrier and may also be subject to penalties. To comply with this mandate, International Expeditions will require a copy of the picture page from the guest's valid passport prior to issuing any tickets. Any penalties imposed upon the guest or International Expeditions resulting from incorrect information provided by the guest will be the sole responsibility of the guest. Likewise, any additional costs incurred due to delays or denial of travel resulting from incorrect information provided by the guest will also be the sole responsibility of the guest. The aforementioned mandated changes are set forth in the Secure Flight Final Rule, published in the Federal Register Volume 73, Number 209. To learn more visit www.tsa.gov/SecureFlight. (link sends e-mail)

Policy on the use on Remotely Piloted Aircraft Systems (RPAS): The use of Remotely Piloted Aircraft Systems (RPAS) formerly known as UAVs or drones is strictly prohibited on any of the travel programs offered by Zegrahm Expeditions and International Expeditions (ZE/IE). This policy has been established in recognition of guest safety, security, privacy, and the varied and sometimes unpredictable rules, regulations and laws concerning the usage of RPAS in the locations we visit. Violations of this policy may lead to your removal from the travel program without any liability to ZE/IE. Should a guest arrive with a RPAS system, it must be stored and cannot be deployed at anytime during the program.

Privacy Policy: International Expeditions' Privacy Policy is incorporated into this agreement by reference and applies to you and your use of our website, other applications, platforms or channels, available now or created in the future, which are owned or operated by International Expeditions and through which we make our products and services available. In all your dealings with us you must ensure that others you represent are aware of the content of our Privacy Policy and consent to your acting on their behalf.

In consideration of participating in my expedition, my signature on my Customer Agreement Form indicates that I have, on the date shown, read and understood this document and I acknowledge that it affects my legal rights and agree to be bound by its terms. My signature also signifies my intention to relieve and indemnify International Expeditions, their owners, officers, directors, employees, agents, contractors, and subcontractors from any liability for personal injury, property damage or wrongful death which I might suffer during my participation in the scheduled expedition.