

Booking Conditions

Please read the following as it is your contract with Earth Cubed and explains what you have agreed with us.

PLEASE READ CAREFULLY:

Earth Cubed ('the Company', "we", "us" and "our") accepts bookings subject to the following conditions. Except where expressly stated, these conditions only apply to tour arrangements booked by the client with the Company and which the Company agrees to make, provide or perform (as applicable) as part of their contract with the client. All references in these conditions to "tour", "booking", "contract" or "arrangements" mean such tour arrangements unless otherwise stated. Please note, the information appearing in our brochure, postcard and any other relevant information on our website also form part of your contract with the Company.

1. YOUR TOUR CONTRACT

The contract is between the Company and the client ("the client" and "you" in these conditions), being any person traveling or intending to travel on a tour operated by the Company including any person who is added or substituted after booking. We both agree that United States law will apply to your contract and to any dispute, claim or other matter of any description which arises between us (except as explained below). We both also agree that any dispute, claim or other matter of any description (and whether or not involving any personal injury) which arises between us must be dealt with by a United States Court of Law only.

2. TO SECURE YOUR BOOKING

(Please refer to Clause 16 Late Bookings) To secure a booking the Company or their authorized agent requires 10% of the total tour price per person (or full payment for travel within 50 days). The applicable deposit will be confirmed at the time of booking. Clients booking on the website, by electronic fund transfer, or through an agent will be deemed to have agreed to the following four conditions: a) they and all persons named on the booking have read and accepted our booking conditions in print or on our website. b) they and all persons named on the booking appreciate and accept the risks involved in adventure travel. c) they or anyone else on their booking does not suffer from any pre-existing medical condition or disability which may prevent them from actively participating in the tour – if any person suffers from any medical condition or disability which will or may affect their tour arrangements, please contact us before making your booking as referred to in clause 10 below so that we can advise. d) the person making the booking warrants that he/she is at least 18 years old and has full authority to enter into a contract on the basis of these conditions on behalf of all persons named on the booking and confirms that all such persons are fully aware of and accept these conditions. A booking is accepted and becomes definite only from the date when the Company sends a confirmation invoice to the

client who makes the booking or their authorized travel agent. It is at this point that a contract between the Company and the client comes into existence. For bookings made via our website, any acknowledgement of your booking request we send to you in the meantime is not a confirmation of your booking. Before your booking is confirmed and a contract comes into force, the Company reserves the right to increase or decrease tour prices. The Company or their agents reserve the right to decline any booking at their discretion. If you book via our website, we will communicate with you by e-mail. You must accordingly check your e-mails on a regular basis. We may also contact you by telephone if we cannot, for whatever reason, contact you by e-mail. References in these conditions to "send" and "in writing" or similar include communication by e-mail. You should contact us by e-mail if you need to do so for any of the reasons mentioned in these booking conditions (for example, to request an amendment).

3. PAYMENT FOR YOUR TOUR The balance of all monies due, including any surcharges, must be paid to the Company or their authorized travel agent not later than 50 days before departure. In the case of non payment of the balance by the due date the Company may treat the booking as cancelled by the client. A \$10 document preparation and shipping fee will be added to your invoice. Monies paid to an agent acting on behalf of the Company for tours operated by the Company are held for the client until the client receives written confirmation of the acceptance of a booking. Thereafter, these and any other monies are held by the agent on behalf of the Company.

4. IF YOU CHANGE YOUR BOOKING

An administration fee of \$50 per booking plus any additional costs or charges incurred by us or incurred or imposed by any of our suppliers is payable to Earth Cubed if a confirmed booking is changed or transferred to a different departure date or tour up to 50 days before departure. Thereafter all changes will be treated as cancellations and subject to the charges below. Changes are subject to availability. Please note, an additional administration fee may be charged if booking through an agent – please refer to your agent for details.

5. IF YOU CANCEL YOUR BOOKING

Should the client wish to cancel, cancellation charges will be imposed. These are calculated from the day written notification is received by the Company or their authorized travel agent as a percentage of the total tour price, including surcharges but excluding any amendment charges and insurance premiums, as shown below, or the non-refundable deposit, whichever

is greater. The cancellation charges shown below are those which apply to most tours. However, some suppliers have conditions which require the payment of higher or different charges (including the imposition of 100% cancellation charges well in advance of the normal balance due date) which you will have to pay in the event of cancellation. a) 50 and more days before departure – retention of deposit b) 49-40 days before departure – 30% c) 39-30 days before departure – 60% d) 29-20 days before departure – 90% e) Less than 20 days – 100% In addition to these cancellation fees, any amendment charges are also retained in the event of a cancellation. Depending on the reason for the cancellation, you may be able to reclaim the cancellation charges (less any applicable excess) under the terms of the insurance policy. All claims must be made direct to the insurance company. In the event of the cancellation of a booking where the client is liable to pay to the Company cancellation charges in excess of the amount already paid to the Company at the time of cancellation, the client cannot transfer or add these charges to another booking or use any amounts paid to us in relation to the cancelled booking by way of part payment for another booking. Part cancellation of a booking may result in additional costs being payable by the remaining clients.

6. IF YOU HAVE A COMPLAINT Should the client have a complaint about any of their tour arrangements, the client must tell both the relevant supplier and the Company's representative at the time. It is only if the Company and the relevant supplier know about problems that there will be the opportunity to attend to the complaint. Failure to complain on the spot may result in the client's ability to claim compensation, if applicable, from the Company being extinguished or at least reduced. If the client's complaint cannot be resolved on tour they should notify the Company in writing within 28 days of their return from tour.

7. PASSPORTS, VISAS AND VACCINATIONS Clients are responsible for arranging, and must be in possession of, a valid, acceptable passport and any visas required for the whole of their journey and tour. Information about these matters or related items (climate, clothing, baggage, personal gear etc) is given in good faith but without responsibility on the part of the Company. We regret we cannot accept any liability if you are refused entry onto any transport or into any country due to failure on your part to carry all required documentation. If failure to have any necessary travel or other documents results in fines, surcharges or other financial penalty being imposed on us, you will be responsible for reimbursing us accordingly.

8. TRAVEL AND CANCELLATION INSURANCE

Clients are responsible for effecting sufficient personal travel insurance. Travel insurance is mandatory for all clients while on a tour organized by the Company. Clients together with their personal property including baggage are at all times solely at their own risk.

Protection for at least US\$100,000 emergency medical evacuation plus US\$100,000 medical expenses is mandatory. Clients are wholly responsible for arranging their own insurance and ensuring that they are in possession of private personal travel insurance with protection for the full duration of the tour in respect of at least medical expenses, injury, death, repatriation, cancellation and curtailment, with adequate benefits. Clients should ensure that there are no exclusion clauses limiting protection for the type of activities included in their tour. Whether clients choose to obtain Travel insurance through an agent recommended by the Company or through their own independent arrangements, the clients must satisfy themselves that any such insurance is what they require and clients should arrange supplementary insurance if need be.

9. IMPORTANT: LIABILITY INSURANCE

The client acknowledges and accepts that there may be no policy covering the Company's liability to its clients for death, injury, damage or loss occurring anywhere in the world. The client also specifically acknowledges that passenger accident liability may not exist at all. The client acknowledges that although the Company has taken reasonable steps in safeguarding its liability, the client must assume he/she is not covered by any Company insurance policy, including all liability insurance, for death, injury, damage or any other loss.

10. TOUR PARTICIPATION AND CLIENT RESPONSIBILITY

Clients agree to accept the authority and decisions of the Company's employees, tour leaders and agents while on tour with the Company. If in the opinion of any such person(s) or any other person in a position of authority (such as, for example, an airline pilot or hotel manager), the health, level of fitness or conduct of a client at any time before or during a tour is endangering or appears likely to endanger the health or well-being of the client or any third party (including any other clients of the Company) or the safe, comfortable or happy progress of the tour, the client may be excluded from all or part of the tour without refund or recompense. Where a client is excluded, the Company will have no further responsibility towards them (including any return travel arrangements) and will not meet any expenses or costs incurred as a result of the exclusion. In the case of ill health, the Company may make such arrangements as it sees fit and recover the costs thereof from the client. If a client commits an illegal act (including, for example, causing any damage) the client may be excluded from the tour and the Company shall cease to have responsibility to/for them as above. No refund will be given for any unused services. When you book with us, you accept responsibility for any damage or loss caused by you or any member of your party. Full payment for any such damage or loss (reasonably estimated if not precisely known) must be made direct to the accommodation owner or manager or other supplier or to us as soon as possible. If the actual cost

of the loss or damage exceeds the amount paid where estimated, you must pay the difference once known. If the actual cost is less than the amount paid, the difference will be refunded. You will also be responsible for meeting any claims subsequently made against us and all costs incurred by us (including our own and the other party's full legal costs) as a result of your actions. You should ensure you have appropriate travel insurance to protect you if this situation arises. If you have any medical condition or disability which may affect your active participation in your tour or the tour arrangements of any other person or have any special requirements as a result of any medical condition or disability (including any which affect the booking process), please tell us before you confirm your booking so that we can assist you in considering the suitability of the proposed tour and/or making the booking. In any event, you must give us full details at the time of booking and whenever any change in the condition or disability occurs. You must also promptly advise us if any medical condition or disability which may affect your active participation in your tour or the tour arrangements of any other person develops after your booking has been confirmed.

11. SURCHARGES

All prices quoted are based on currency rates as of November 30 2009. However, as external factors may affect exchange rates, air fares, transportation and accommodation, the Company reserves the right to alter the price of any tour and forward an amended invoice. Any price increase will normally be notified more than 4 weeks before departure.

12. IF WE CHANGE YOUR TOUR While the Company will do its best to operate all tours as advertised, it reserves the right to change and correct errors in any of the facilities, services, prices or itineraries described in the brochure, postcard and/or on our website at any time before or after your booking is confirmed. Most changes are minor. Occasionally, we have to make a significant change. If a significant change has to be made, the Company will inform the client as soon as reasonably possible, if there is time before departure. Domestic flights may be subject to change or cancellation in accordance with these conditions. A significant change is a change made before departure which we can reasonably expect to have a major effect on your tour. If advised of a significant change before departure the client will have the choice of accepting the changed arrangements (at additional cost if applicable), purchasing another available tour from the Company (paying or receiving a refund in respect of any difference in price) or canceling the tour with a full refund of all monies paid to us. No compensation, costs, expenses or other sums of any nature will be payable and the above options will not be available where a change is a minor one or where it results from force majeure (see clause 14). We regret we cannot meet any visa, vaccination or similar costs in the event of any change or cancellation by us. Similarly, as you are advised only to book fully flexible connecting

transport and other arrangements (such as pre or post accommodation) which can be cancelled or changed without charge, we cannot pay any cancellation, amendment or other charges you may incur in relation to any arrangements which you have to change or cancel as a result of any change to your tour. Very rarely, we may be forced by "force majeure" (see clause 14) to change or terminate your tour after departure but before the scheduled end of your time away. This is extremely unlikely but if this situation does occur, we regret we will be unable to make any refunds (unless we obtain any refunds from our suppliers), pay you any compensation or meet any costs or expenses you incur as a result.

13. IF WE CANCEL YOUR TOUR The Company reserves the right to cancel a tour in any circumstances but will not cancel a tour less than 45 days before the start of the tour except for force majeure (see clause 14), consolidation /cancellation of tours where minimum numbers have not been achieved or the client's failure to make all payments (including the final balance and any surcharge) when due. Please note, our tours require a minimum number of participants to enable us to operate them. If any tour does not have the minimum number of participants required to make it commercially viable, we are entitled to cancel it. We will notify you or your travel agent of cancellation for this reason not less than 45 days before the start of your tour. If we have to cancel, we will tell you as soon as possible. If there is time to do so before departure and the cancellation does not result from your failure to pay, we will offer you the choice of purchasing the alternative tour offered as a result of consolidation or another available tour from the Company (in either case, paying or receiving a refund in respect of any difference in price) or receiving a full refund of all monies paid to us (other than any amendment charges). We regret we cannot meet any visa, vaccination or similar costs in the event of any change or cancellation by us. Similarly, as you are advised only to book fully flexible transport and other arrangements which can be cancelled or changed without charge, we cannot pay any cancellation, amendment or other charges you may incur in relation to any transport or other arrangements which you have to change or cancel as a result of the cancellation of your tour. Compensation will not be payable and no liability beyond offering the above mentioned choices can be accepted where (1) we are forced to cancel as a result of force majeure (see clause 14) or (2) we have to cancel because the minimum number of participants necessary for us to operate your tour has not been reached (see above). No compensation will be payable and the above options will not be available if we cancel as a result of your failure to comply with any requirement of these booking conditions entitling us to cancel (such as paying on time).

14. FORCE MAJEURE

Except where otherwise expressly stated in these conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt

performance of our obligations under our contract with you is prevented or affected by or you otherwise suffer any injury, damage, loss or expense of any nature as a result of "force majeure". In these conditions, "force majeure" means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include actual or threatened war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, disease, fire and all similar events outside our control.

15. OUR RESPONSIBILITY FOR YOUR TRIP

Clients bookings are accepted on the understanding that they appreciate the possible risks inherent in adventure travel and that they undertake our program of tours at their own volition. Due to political and cultural differences, as well as generally tougher physical conditions, travel to many areas of the world involves risks other than those we take in our daily lives. The Company and the tour operators, suppliers and other third parties it works with place great importance on the safety of clients. It is important, however, that clients realize that they are responsible for making themselves aware (for example, through the US State Department advisories) of the risks involved and are responsible for making their decisions accordingly. No refund will be made for any unused services which are included in the price. The Company shall not be liable for any delays, deviations or omissions from any tour caused by circumstances beyond its reasonable control, nor for any direct or indirect consequences thereto. The Company shall not be liable to compensate clients for associated expenses incurred as a result of their booking. The Company's contractual obligations consist of using our reasonable skill and care in selecting the suppliers and other third parties who will provide or arrange the services which make up your tour. We will have no responsibility or liability for the actual tour services, for any other services or facilities provided or arranged by any supplier(s) or other third party, for the act(s) or omission(s) of any supplier or other third party or for any of their employees, agents, suppliers or subcontractors or any other person(s) in any way connected with the tour services. Please note it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim. The services which make up your tour are provided subject to the terms and conditions (which may include exclusions and limitations of liability) of the supplier or other third party concerned. The Company accepts no liability for any action or activity undertaken by the client arranged independently of the Company while on tour. Without limitation, the Company will not be responsible for any injury, illness, death, loss (for example loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following: -the act(s) and/or omission(s) of the client(s) affected or any member(s) of their party or the act(s) and/or omission(s) of a third party not connected with the provision of your tour and

which were unforeseeable or unavoidable or force majeure (see clause 14 above). Regardless of any wording used by us on our website, in any advertising material or elsewhere, we only promise to use reasonable skill and care in selecting the suppliers and other third parties who will provide or arrange the services which make up your tour as set out above and we do not have any greater or different liability to you. Without prejudice to clause 1, where any law other than United States law is found to apply to your contract with Earth Cubed or to any claim you may make, the Company is entitled to rely on and to the benefit of all limitations and exclusions of liability available in accordance with the applicable law to the fullest extent permitted as if the same were written into these conditions and expressly formed part of the client's contract with the Company. Please bear in mind that standards of, for example, safety, hygiene, and quality may vary throughout the destinations, services and transport your tour involves and may be lower than or different to those applicable in your home country. If the particular services which gave rise to the claim or complaint complied with the local laws and regulations applicable to those services at the time, the services will be treated as having been properly provided whether or not they complied with the laws and regulations of your home country. Clients are responsible at all times for their own personal possessions and for ensuring their security and safe-keeping. The Company has no liability for any lost, damaged or stolen personal possessions and clients must ensure they have adequate and appropriate personal travel insurance to protect the same. For all claims which do not involve death or personal injury or personal possessions, if we are found liable to you on any basis, the maximum amount we will have to pay you is twice the price of the tour (excluding amendment charges) paid by or on behalf of the person(s) affected in total to Earth Cubed unless a lower limitation applies to your claim. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your tour and you have been able to prove failure on our part to exercise reasonable skill and care in selecting the suppliers and other third parties responsible for your tour arrangements. We cannot accept any liability for any damage, loss, expense or other sum(s) of any description which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you. Where any claim or part of a claim (including those involving death or personal injury) concerns or is based on any travel arrangements (including the process of getting on and/or off the transport concerned) provided by any air, sea, rail or road carrier or any stay in a hotel, the maximum amount of compensation we will have to pay you if we are found liable to you on any basis will be limited. The most we will have to pay you for that claim or that part of a claim if we are found liable to you on any basis is the most the carrier or hotelier concerned would have to pay under the

international convention or regulation which applies to the travel arrangements or hotel stay in question were that claim made against it (for example, the Warsaw Convention 1929 as amended or unamended and the Montreal Convention 1999 for international travel by air and/or for airlines within operating license granted by an EU country, the EC Regulation on Air Carrier Liability No889/2002 for national and international travel by air, the Athens Convention 1974 for international travel by sea and the Berne Convention Concerning International Carriage by Rail 1961 (COTIF) as amended for international travel by rail). Please note: where a carrier or hotelier would not be obliged to make any payment to you under the applicable international convention or regulation in respect of a claim or part of a claim, we similarly are not obliged to make a payment to you for that claim or part of the claim. When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the carrier or hotelier for the complaint or claim in question. Copies of the applicable international conventions and regulations are available from us on request.

16. LATE BOOKINGS

We emphasize the importance of making a booking at the earliest opportunity, because of the small group nature of our tours. For bookings received within 4 weeks of departure we reserve the right to pass on any extra costs incurred. For bookings received within 4 weeks of departure the contract between the Company and the Client comes into existence once full payment has been made and received by Earth Cubed.

17. BROCHURE / POSTCARD / WEBSITE / ADVERTISING MATERIAL ACCURACY

The information contained in our brochure, postcard, on our website and in our other advertising material is believed correct to the best of our knowledge at the time of printing or publication. However, errors may occasionally occur and information may subsequently change. You must therefore ensure you check all details of your chosen tour (including the price) with us or your travel agent at the time of booking.

2011 PRICES

Dates, prices and itineraries shown for tours departing from January 2011 may be subject to change.

CALIFORNIA SELLER OF TRAVEL PROGRAM

Please be advised that 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 or travel services' are not in compliance with the Seller of Travel Law (compliances being defined as: registered as a Seller of Travel Consumer Restitution Fund). Thus none of the trips in the 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 any default by Earth Cubed. California Seller of Travel Registration #2100215-40. Registration as a Seller of Travel does not constitute approval by the State of California.

ISSUE DATE: January 2010. Earth Cubed Registered Office: 1310 65 Street, Emeryville, CA, USA.

EXPRESS WAIVER OF ANY RIGHT TO SEEK CONSEQUENTIAL, PUNITIVE OR EXPEMPLARY DAMAGES Regardless of the situation or circumstance giving rise to claim, you waive any right to seek consequential, punitive or exemplary damages against the Company and/or its owner, officers, directors, agents, contractors, subcontractors and employees, for any reason whatsoever. Please ensure that you have read and understood all the information on our website, regarding the style of our tours and other travel information.