

## Booking Terms and Conditions

These terms and conditions of use (the "Agreement") apply to both the services and website trekhimalayan.com provided to you by Trek Himalayan LLC., a limited liability company organized and existing under the laws of the State of Washington (referred to as "Us," "We," "Our," or "Trek Himalayan").

Please read these terms and conditions of use carefully. By visiting or using Trek Himalayan's website, participating in our services, or otherwise interacting with Trek Himalayan, you accept the terms and conditions set forth below.

### Safety Warning and Release Waiver

You explicitly acknowledge and agree that there are dangers and risks associated with participating in the adventure activities and packages offered by Trek Himalayan (collectively referred to as the "activities"), and that injury or loss of life may result from partaking in any of the activities. Prior to participating in any of the activities you will be asked to carefully read, understand, acknowledge a release waiver, which you must sign and return to Trek Himalayan. Any failure to do so will result in cancellation.

### Privacy Policy

Trek Himalayan's privacy policy may be viewed at <http://www.trekhimalayan.com/privacy>. Trek Himalayan reserves the right to modify its privacy policy in its reasonable discretion from time to time.

### Payment Methods

All currencies are accepted. In addition, we accept the following U.S. or Foreign issued credit and debit cards:

- ❖ Debit Card
- ❖ Visa Card
- ❖ Master Card
- ❖ Discover
- ❖ American Express

You may also pay by using PayPal. To pay using PayPal, you must have a registered account with PayPal

### Ordering Disclaimer

Your electronic order confirmation, or any form of confirmation, does not signify our acceptance of your order. Trek Himalayan reserves the right to accept or deny service to anyone for any reason. Trek Himalayan reserves the right to require additional information before processing any order. If an order appears fraudulent in any way, Trek Himalayan reserves the right to cancel the order, notify the cardholder and the proper authorities.





### Cancellation Fee and Reimbursements

- Cancellations of ordered adventure activities or packages may be subject to a fee based on a percentage of the total activity or package price according to the following schedule.
- Each deposit, regardless of amount, includes a \$250.00 non-refundable registration fee.
- For trips exceeding \$10,000.00, specialized refund policies may apply, see below.

Full refund will be provided 90 to 120 days before the trip departure date.	100 % of the total price
75 % refund will be provided 80 to 90 days prior to trip departure date.	75% of the total price
50 % refund will be provided 60 to 80 days prior to trip departure date.	50% of the total price
No refund will be provided 60 days prior to trip departure date.	0% of the total price

- All refund requests must be made in writing on email to office and be received in our office within the 90-day period, as stated above.
- All balances are due 90 days prior to departure date unless otherwise specified.
- Participants whose balances are not received by the 90-day deadline as stated above, risk forfeiture of their place on the expedition.

### Travel Insurance

We do not sell travel insurance, nor do we partially supplement or cover any such costs and liabilities for those with or without travel insurance. We do not give advice regarding travel insurance policies, and suggest that you independently seek the appropriate information.

### Travel Documents

You are solely responsible for obtaining and maintaining all travel documents (i.e. passports, visas, etc.) as needed to participate in any of Trek Himalayan's offered adventure activities or packages. Trek Himalayan is not responsible for any changes or obstacles that arise from your failure to obtain or maintain any and all necessary travel documents. In such an event, failure to properly obtain or maintain such travel documents may result in the cancellation.

### DISCLAIMERS OF WARRANTY

ALL INFORMATION, CONTENT, SERVICES, ADVENTURE ACTIVITIES, AND MATERIALS ARE PROVIDED TO YOU STRICTLY "AS IS". THE USE OF THE SERVICES OR PURCHASE OR PARTICIPATION OF ANY OF THE ADVENTURE ACTIVITIES IS DONE AT YOUR OWN DISCRETION. YOU ASSUME ALL RISK OF USE.



TREK HIMALAYAN MAKES NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF ANY INFORMATION ON THIS WEBSITE. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED

WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY COMPANY.

### **Limitation of Liability**

IN NO EVENT SHALL TREK HIMAYALAN BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH TREK HIMALAYAN'S WEBSITE, SERVICES, AND OFFERED ADVENTURE ACTIVITIES INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE WEBSITE, SERVICES, OR ADVENTURE ACTIVITIES, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE WEBSITE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE IN ANY INFORMATION CONTAINED HEREIN, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Certain jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to you. In such jurisdiction, Trek Himalayan's liability will be limited to the greatest extent permitted by law.

### **Indemnification**

You hereby agree to defend, indemnify, and hold harmless Trek Himalayan and its subsidiaries and affiliates, and their respective members, employees, and agents against any and all claims, expenses, liabilities, losses, damages, including reasonable attorney's fees, insofar as such losses arise out of or are based on your use of Trek Himalayan's website, services, and offered adventure activities.

### **Restriction of Access**

Trek Himalayan reserves the right, in its sole discretion, to terminate your access to this website and the related services or any portion thereof at any time, without notice.

### **Third Party Links and Information**

The website may contain links or information provided by third parties, the inclusion of which is provided merely as a convenience and is not an endorsement, association, or warranty of any kind of the third party or its website by us. The third party website and information are not under our control and you acknowledge that we are not responsible for the accuracy, copyright compliance, legality, decency, or any other aspect of the content provided by third parties.



### **Intellectual Property**

You acknowledge and accept that any and all intellectual property rights in Trek Himalayan's services and website remain the exclusive property of Trek Himalayan. All rights reserved. Reproduction of any content owned by Trek Himalayan or third party content accessible through the website and services is strictly prohibited. Trek Himalayan's content is subject to protection under applicable U.S. and foreign copyright, trademark, and any other intellectual property laws and treaties.

### **Copyright Enforcement**

We respect the intellectual property of others, and require others to do the same. If you believe that your work has been copied and is accessible on this website in a way that may infringe upon your copyright or any other intellectual property right, please report it to us in writing. Written notice of claimed infringement should be directed to our designated agent at the following address:

#### **Attn: Copyright Agent**

Trek Himalayan LLC  
10015 Lake City Way NE Suite 213  
Seattle, WA 98125, USA

### **Notices**

Trek Himalayan may give notice by means of a general notice on its website, electronic mail to your e-mail address on record in Trek Himalayan's registration information, or by written communication sent by first class mail or pre-paid post to your address on record in Trek Himalayan's registration. Such notice will be deemed delivered upon receipt of delivery.

### **Governing Law and Jurisdiction**

This Website and Services is available nationwide and worldwide however, this Agreement shall be governed and interpreted by the law of the State of Washington, U.S.A. and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Service shall be subject to the exclusive jurisdiction of the state and federal courts located in the State of Washington.

### **Unenforceable Provisions**

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision, with all other provisions remaining in full force and effect.

### **Relationship between You and Trek Himalayan**

No joint venture, partnership, employment, or agency relationship exists between you and Trek Himalayan as a result of this Agreement or use of this Website.

### **No Waivers**

The failure of Trek Himalayan to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Trek Himalayan in writing.



### **Entire Agreement**

This Agreement, together with any applicable form and policies, comprises the entire agreement between you and Trek Himalayan and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.

### **Modification to the Terms and Conditions of Use**

Trek Himalayan reserves the right to modify the terms and conditions of this Agreement or its policies relating to its services at any time, effective upon posting of an updated version of this Agreement on this website. You are responsible for regularly reviewing this Agreement. By continuing to use the services and website after any such changes shall constitute your consent to such changes.

### **Contacting Trek Himalayan**

If you have questions regarding these terms and conditions of use or wish to obtain additional information, please send an e-mail to: [info@trekhimalayan.com](mailto:info@trekhimalayan.com), [sales@trekhimalayan.com](mailto:sales@trekhimalayan.com)

