

*Infinity Expeditions, Inc. and Furtenbach Adventures GmbH*  
**GENERAL TRAVEL TERMS AND CONDITIONS**

By purchasing, booking, or participating in a tour and/or any related products or services, referred to herein as a "Tour," either sold by or offered through Infinity Expeditions, Inc., incorporated in Nevada, ("Infinity") or Furtenbach Adventures GmbH incorporated in Austria ("FA"), both Infinity or FA and the traveler ("Traveler"), and those participants for whom Traveler is booking a Tour, hereby agree to these terms and conditions (the "Terms"). Such Terms shall form the basis of Traveler's agreement (the "Agreement") with Infinity or FA. Infinity or FA and Traveler may hereafter be referred to individually as a "Party" or collectively as the "Parties."

If Traveler is booking a Tour on behalf of other participants, Traveler hereby guarantees that he or she holds the proper authority to accept these Terms on behalf of any other participants, known and/or unknown at the time of booking, in the Traveler's party. By booking a Tour, Traveler hereby acknowledges that he or she has read, understands, and agrees to be bound by these Terms.

### **1. THE BOOKING CONTRACT**

Traveler's booking is confirmed and a contract exists when Infinity or FA, acting in the capacity of a tour operator offering the Tour or as a travel agent selling the Tour of a third-party tour operator, issues a written confirmation, as generally described in Section 10. After receipt of this booking confirmation, the applicable deposit amount is due. Please check Traveler's confirmation carefully and notify Infinity or FA immediately of any incorrect or incomplete information. Please further ensure that the names listed in the booking confirmation match the names listed on all individual participants' passports. Traveler must be at least 18 years of age to make a booking.

### **2. INFORMATION NEEDED FOR FACILITATION OF BOOKING**

In order for Infinity or FA to facilitate the booking of a Tour, the Traveler shall provide Infinity or FA with all personal details (including but not limited to Traveler's date of birth, citizenship, etc.), factual details (including but not limited to planned carriage/importing of medication, prostheses, animals, etc.), and the travel interests of Traveler, that are essential to the booking of a Tour in a timely, complete, and truthful manner. Infinity or FA offers the Traveler information based on the information provided to Infinity or FA by the Traveler, and therefore Traveler agrees to provide full, complete, and accurate information to Infinity or FA.

Additional information and/or documents required by Infinity or FA will vary by Tour and will be communicated to Traveler during the booking process. If Traveler fails to supply the information and/or documents required by Infinity or FA for air tickets, permits, or other inclusions by the deadline given by Infinity or FA, Traveler will be liable for any costs, fees, or losses, including, without limitation, any liability of Infinity or FA arising out of or related to its failure to obtain or provide that inclusion. In the event that Traveler fails to supply information and/or documents required by Infinity or FA, Infinity or FA also reserves the right to treat Traveler's booking (or the relevant component of Traveler's booking) as cancelled and levy any cancellation fees deemed reasonable by Infinity or FA per Section 11.

### **3. BOOKING ON BEHALF OF OTHERS**

By booking on behalf of other participants, Traveler is deemed to be the designated contact person for every participant included on such group booking. Thus, Traveler understands he or she is responsible for making all payments due in connection with his or her booking of a Tour, including payment for all participants on whose behalf Traveler booked a tour. Traveler is responsible for keeping the other participants in his or her group informed of all Tour-related matters. Further, by booking on behalf of another participant or participants, Traveler represents and warrants that he or she has obtained all required consents to book the Tour on behalf of each participant, hereby binding each participant of the booked group to these Terms.

Traveler acknowledges that he or she is responsible for verifying that any information provided on behalf of any other participants is complete and accurate. Traveler shall notify Infinity or FA immediately of any requested modifications or cancellations.

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#### 4. REQUIRED MEDICAL INFORMATION

Traveler must provide any medical information reasonably requested by Infinity or FA. Traveler hereby agrees to provide such medical information via the medical information questionnaire ("Medical Questionnaire") on page three (3) of Infinity's or FA's Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement & Medical Questionnaire, as further discussed in Section 16 and available on Infinity's website at [www.infinityexpeditions.com](http://www.infinityexpeditions.com) or FA's website at <https://www.furtenbachadventures.com/en/>.

Traveler agrees to complete the Medical Questionnaire truthfully and to disclose all relevant medical information fully and accurately. Infinity or FA will maintain the information in strict confidence and shall not disseminate such information unless required to do by law or as needed in the event of a medical emergency. Infinity or FA reserves the right to request further information or professional medical opinions where necessary, as determined in its sole discretion, for Traveler's safety or the safe operation of a Tour.

Infinity or FA reserves the right to deny Traveler permission to travel or participate in any aspect of a Tour at any time and at Traveler's own risk and expense where Infinity or FA determines, in its sole discretion, that Traveler's physical or mental condition renders Traveler unfit for travel or Traveler represents a danger to Traveler's self or others. Infinity or FA may refuse to include in a Tour anyone with certain medical conditions if reasonable accommodation or alternatives cannot be arranged. Infinity or FA may refuse to include women who are over 24 weeks pregnant in a Tour for the safety of the traveler's self, the unborn child, or others.

It is Traveler's responsibility to assess the risks and requirements of each aspect of the Tour based on Traveler's own unique circumstances, limitations, fitness level, and medical requirements to determine if he or she is fit for a particular Tour. Infinity or FA recommends that Traveler consult his or her physician to confirm Traveler's fitness for travel and participation in any planned activities. Traveler should seek his/her physician's advice on vaccinations and medical precautions. Infinity or FA does not provide medical advice.

Travel with Infinity or FA 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 in Traveler's home country or home locality. The condition of medical facilities in the countries Traveler may visit on Traveler's Tour varies and Infinity or FA makes no representations nor offers any warranties in relation to the availability or standard of medical facilities in those regions.

In the event that Traveler does not complete the required Medical Questionnaire or provide the medical information reasonably required by Infinity or FA, for any reason, by the deadline given by Infinity or FA, Infinity or FA reserves the right to cancel Traveler's booking and all applicable cancellation fees, as detailed in Section 11, will apply.

**Infinity or FA shall not have any liability arising out of or relating to any complications resulting from a Traveler's medical condition, either before, during, or after the tour.**

#### 5. SPECIAL REQUIREMENTS

Traveler must notify Infinity or FA of any issues relating to Traveler's and/or the booking participants' special requirements at the time of booking, including, but not limited to, mobility concerns, dietary restrictions, allergies, or intolerances. Certain activities may be inaccessible to Traveler if Traveler's mobility is limited in any way. Infinity or FA will use reasonable efforts to accommodate special requirements or requests. Traveler understands and acknowledges that Infinity or FA is not always possible to make such accommodations given the nature of the destinations visited and availability of options outside of a planned itinerary. It is the responsibility of the Traveler to ensure that all information provided to Infinity or FA is accurate. **Infinity or FA shall not have any liability arising out of or related to any failure of Infinity or FA to accommodate or fulfill such requests.**



## 6. AGE REQUIREMENTS

Anyone under the age of eighteen (18) on the date of first travel is considered to be a minor. Minors must always be accompanied by an adult. One adult may accompany up to two minors. Unless otherwise indicated in the Tour description or by Infinity or FA, the minimum age for minors travelling on any Tour is twelve (12) years old.

All bookings with a minor are subject to review and approval by Infinity or FA. If the consent of a parent, guardian, or any other person is required by applicable law for any minor to travel, the accompanying adult is responsible for securing all consents and documentation and for ensuring that he or she and the minor(s) meet all legal requirements to travel and to enter into and depart from applicable countries and regions.

**Infinity or FA will not be responsible for, nor have any liability arising out of or relating to, any claims, causes of action, fees, damages, or losses incurred as a result of any failure to secure necessary consents, permits, and approvals required under this section. Traveler agrees to defend, indemnify, and hold harmless Infinity or FA in such instances.**

Each adult participant on a booking with a minor or minors is jointly and severally responsible for the behavior, wellbeing, supervision, and monitoring of such participant-minor(s). Said adult-participant(s) accepts these Terms for and on behalf of any participant-minor(s) on their booking, including all assumptions of risk and limitations of liability. Infinity or FA does not provide care services for minors and expressly disclaims any responsibility for chaperoning or controlling any participant-minor(s).

## 7. IMPORTANT DOCUMENTS & INSURANCE RECOMMENDATIONS

**7.1 Important Documents and Items.** When travelling on holiday/vacation, it is important to note that valuable objects, important documents, etc., should not be taken on the trip if possible. For important documents, it is recommended that copies be made and used, provided copies are accepted. The possibility of theft of valuables cannot be excluded, therefore Travelers bears their own responsibility for such theft.

**7.2 Insurance Recommendations.** Organizing insurance coverage (trip cancellation insurance, trip interruption insurance, luggage insurance, travel liability insurance, health insurance for travel abroad, protection against delays, personal protection, etc.), which provides sufficient coverage from the date of the package travel contract until the end of the package tour, is recommended. Additional information on insurance can be found on Infinity's website at [www.infinityexpeditions.com](http://www.infinityexpeditions.com) or FA's website at <https://www.furtenbachadventures.com/en/>.

## 8. TOUR DATES, PRICES, SURCHARGES, & TAXES

Infinity or FA will not increase the price of Traveler's Tour after Traveler has paid in full. Tours are priced and advertised inclusive of applicable taxes. Tour prices are subject to change until Traveler has paid in full, and from time to time, Infinity or FA may offer reduced pricing on certain products or services. Reduced pricing applies only to new bookings.

All dates and itineraries of Tours are subject to change at any time and the current price will be quoted and confirmed at the time of booking, subject to any surcharges that may be levied in accordance with these Terms.

Traveler acknowledges that Traveler is responsible for keeping up to date on the specific details of Traveler's Tour and any related products or services, including, but not limited to, checking Infinity's website at [www.infinityexpeditions.com](http://www.infinityexpeditions.com) or FA's website at <https://www.furtenbachadventures.com/en/> at least seventy-two (72) hours prior to departure as minor changes may have been made after the time of booking.

## 9. AIRFARE

Tour prices do not include domestic or international airfare unless expressly mentioned in the Tour's descriptions. At times, Infinity or FA may quote the best price available for the travel dates requested at the time the quote is prepared to the best of its knowledge. Quotes provide an estimate only and are not a firm price commitment by Infinity or FA or the applicable air carrier(s).



Infinity or FA acts only as a sales agent for the applicable air carrier, and the air carrier's terms and conditions apply to the purchase and use of the air travel ticket. Please consult the air carrier's applicable terms and conditions and conditions of carriage for complete information including applicable cancellation terms. Infinity or FA is not responsible for changes in air itineraries or flight times and does not provide advice or alerts regarding air travel tickets, flight status, or delays.

#### 10. ACCEPTANCE OF BOOKING, NON-REFUNDABLE DEPOSIT, & FINAL PAYMENT

At the time of booking, a non-refundable deposit equaling twenty percent (20%) of the total price of the Tour booked is due to Infinity or FA. If a booking is made less than twenty (20) days before the departure date of the first product or service included in the applicable booking, then the full amount must be paid at the time of booking. The non-refundable deposit should be sent to Infinity or FA or its authorized agent, as applicable.

The confirmation sent by Infinity or FA, Infinity's or FA's authorized travel agent, or Traveler's separate travel agent will contain details of final payment required for any booking. If full payment is not received by the applicable due date, Infinity or FA may, at its sole discretion, change the rate payable for the booking, or treat the booking as cancelled in accordance with Section 11.

If, for any product or service booked, payment terms differ from those outlined in this section, the applicable terms will be communicated to Traveler and will also be detailed on the applicable invoice. Infinity or FA is not responsible for any charges levied by third parties or financial institutions and payable by Traveler as a result of credit card or other payment transactions and will not refund or return any fees charged by third parties or financial institutions in connection with payments made by Traveler to Infinity or FA.

#### 11. CANCELLATION

11.1 Cancelation by Traveler. Traveler may cancel Traveler's booking by notifying Infinity or FA. Cancellation fees will be determined with reference to the date on which notice of cancellation is received by Infinity or FA and are expressed as a percentage of the total price to be paid for the cancelled Tour, product, or service (excluding any insurance products).

If a cancellation request is received by Infinity or FA more than ninety (90) prior to the date of departure of the first product or service in a relevant booking, Traveler is obligated to pay fifty percent (50%) of the total price of the Tour as a cancellation fee.

If a cancellation request is received less than ninety (90) days prior to the first date of departure of the first product or service in a relevant booking, the Traveler is obligated to pay one hundred percent (100%) of the total price of the Tour as a cancellation fee.

**LIQUIDATED DAMAGES: In light of the difficulties in estimating the damages upon termination of this Agreement and the cancellation of a Tour booked by Traveler, Infinity or FA and Traveler hereby acknowledge and agree that the percentages listed above as cancellation fees shall constitute liquidated damages and not penalties, and are in addition to all other rights. The Parties further acknowledge that (i) the amount of loss or damages likely to be incurred is difficult to precisely estimate, (ii) the percentages specified above bear a reasonable relationship to, and are not plainly or grossly disproportionate to, the probable loss likely to be incurred by Infinity or FA in connection with Infinity's or FA's inability to place another individual in the slot of the cancelling Traveler at a full or discounted rate or to obtain a refund for third parties with whom Infinity or FA has contracted in relation to the Traveler's tour.**

11.2 Cancellation By Infinity or FA Before Departure. If a Tour is cancelled by Infinity or FA before the date of departure for reasons other than those in the direct control of Infinity or FA, and the cancellation is not caused by Traveler's fault or negligence, Traveler will have the choice of accepting from Infinity or FA:



(i) a substitute Tour of equivalent or superior value, whereby Traveler would be required to pay the difference in price between the amount paid for the canceled tour and the superior tour; or

(ii) a substitute Tour of lesser value if no Tour of equivalent or superior value is reasonably available and to recover from Infinity or FA the difference in price between the price of the Tour originally purchased and the substitute Tour; or

(iii) a full refund of all monies paid for the cancelled Tour.

In the event that a Tour cancellation occurs under the circumstances prescribed in Section 20, titled "Force Majeure", Infinity or FA shall be entitled to deduct from such refund to Traveler any booking and/or administrative fees paid by Infinity or FA to third parties in connection with the organization of the Tour that have not been or will not be refunded to Infinity or FA by the third party.

The tour operator can withdraw from the contract if he is prevented from fulfilling the contract due to unavoidable and extraordinary circumstances. In the event of premature termination of the trip due to subsequent impossibility, a claim for reimbursement of the payment made exists only for services not consumed, which were not decisive for reaching the travel destination. Thus, a refund of the payment made for all services as part of an expedition with the aim of climbing a mountain or reaching a specific geographical destination is excluded.

11.3 Cancellation / Trip Interruption By Infinity or FA Near The Tour Departure Or During Tour. Infinity or FA as the tour operator can withdraw from the contract if he is prevented from fulfilling the contract due to unavoidable and extraordinary circumstances. In the event of premature termination of the trip due to subsequent impossibility, a claim for reimbursement of the payment made exists only for services not consumed, which were not decisive for reaching the travel destination. Thus, a refund of the payment made for all services as part of an expedition with the aim of climbing a mountain or reaching a specific geographical destination is excluded.

11.4 Losses Arising From Or Related To Cancellation. Infinity or FA is not responsible for any incidental expenses or consequential losses that Traveler may incur arising out of or related to the cancelled booking, including, without limitation, visas, vaccinations, non-refundable flights or rail, non-refundable car parking, other fees, loss of earnings, or loss of enjoyment. Infinity or FA reserves the right to issue a full refund in lieu of the choices above, in its sole discretion. Where a significant element of a Tour as described cannot be provided after departure, Infinity or FA will make suitable alternative arrangements where possible. If it is not possible to provide a suitable alternative or if Traveler reasonably rejects any suitable alternatives, Infinity or FA may provide Traveler with a refund for unused products or services as determined in its discretion.

## 12. TRAVEL DOCUMENTS

It is Traveler's responsibility to obtain information regarding, and to have in Traveler's possession, all necessary documentation and identification required for entry, departure, and travel to each country or region. This includes a valid passport and all travel documents required by the relevant governmental authorities including all visas, permits, and certificates (including, but not limited to, vaccination or medical certificates), permits (including, but not limited to, mountain expedition permits and permits allowing travel to specific areas within a particular country) and insurance policies. Traveler must have a passport that is valid six (6) months after the last date of travel with Infinity or FA as set out on Traveler's itinerary.

Traveler accepts full responsibility for obtaining all such documents, visas, permits, and certificates prior to the start of the Tour. Traveler is solely responsible for the full amount of costs incurred as a result of missing or defective documentation.

Traveler agrees that Traveler is responsible for the full amount of any loss or expense incurred by Infinity or FA that is a direct result of Traveler's failure to secure or be in possession of proper travel documentation. Infinity or FA does not provide advice on travel documents and makes no representations or warranties as to the accuracy or



completeness of any information provided on, but not limited to, visas, vaccinations, climate, clothing, baggage, or special equipment.

### 13. FLEXIBILITY & UNUSED SERVICES

Traveler acknowledges that the nature of adventure travel requires flexibility, and agrees that Traveler will permit reasonable alterations to products, services, or itineraries provided by Infinity or FA. The route, schedules, accommodations, activities, amenities, and mode of transportation are subject to change without notice due to unforeseeable circumstances or events outside the control of Infinity or FA. Traveler acknowledges that certain goals of a particular Tour (i.e., summitting a particular mountain) may not be obtainable due to such unforeseen changes that occur which are outside of the direct control of Infinity or FA. No reimbursements, discounts, or refunds will be issued for services that are missed or unused after departure due to no fault of Infinity or FA, including Traveler's removal from a Tour because of Traveler's negligence or breach of these Terms.

### 14. CHANGES

14.1 Changes Made By Infinity or FA Prior To Departure. Infinity or FA reserves the right to modify the original itinerary where reasonably required in its sole discretion. Such changes to the character of the Tour may occur under certain circumstances outside the control of Infinity or FA, including but not limited to, changing road and route conditions, schedule changes, overbooked accommodations, extreme weather conditions, or bureaucratic arbitrariness (e.g., visa-granting issues). If Infinity or FA makes a change that materially affects the character of a product or service in its entirety (a "Material Change"), Infinity or FA will provide notice to Traveler as soon as reasonably practicable, provided that there is sufficient time to do so before departure. If a Material Change is made more than forty-five (45) days before departure, Traveler may choose to:

- (i) accept the Material Change and proceed with the amended product or service; or
- (ii) book another product or service of equal or greater value, if available (Traveler will be responsible for paying any difference in price and will be responsible for paying any administrative/booking fees paid by Infinity or FA to third parties in connection with the organization of the Tour that have not been or will not be refunded to Infinity or FA by the third party); or
- (iii) book another product or service of lesser value, if available (with a refund payable to Traveler for the difference in price, if applicable, less any administrative/booking fees paid by Infinity or FA to third parties in connection with the organization of the Tour that have not been or will not be refunded to Infinity or FA by the third party); or
- (iv) cancel the amended product or service and receive a full refund for the land-only portion of the applicable product or service, less any administrative/booking fees paid by Infinity or FA to third parties in connection with the organization of the Tour that have not been or will not be refunded to Infinity or FA by the third party (a refund is not available for other products or services booked that are not subject to a Material Change).

Traveler must notify Infinity or FA of Traveler's choice within seven (7) days of receiving notice or Traveler will be deemed to have accepted the amended itinerary.

14.2 Changes Made By Infinity or FA Near The Tour Departure Or During Tour. It is possible that the Tour may deviate from the advertised or contractually-agreed route, the stops on the trip may be moved or brought forward, and/or the planned sightseeing tours may be cancelled or changed due to circumstances out of Infinity's or FA's control. In such cases, the tour operator will endeavor to offer equivalent alternatives, or, if necessary and possible, to make up for omitted activities elsewhere. **Infinity or FA will not be liable for any indirect and or consequential losses associated with any changes to a booking or itinerary.**



**14.3 Changes Made By Traveler.** Traveler is responsible for ensuring that information he or she provides to Infinity or FA is accurate and up-to-date. Any changes to Traveler's name on any booking are subject to Infinity's or FA's approval. Changes to a booking requested by Traveler depend on availability and are subject to Infinity's or FA's approval and these Terms. Any extra costs incurred for making the change will be charged to Traveler along with an administrative fee. Cancellation of any Tour, product, or service included in a booking will not be considered a change for purposes of this section and will be governed by the applicable cancellation terms in Section 11. No changes requested by Traveler will be permitted to any booking within twenty (20) days of departure of the first product or service on the applicable booking.

#### **15. OPTIONAL EXTRAS**

"Optional Extras" refer to any activity, transportation, meal, product, or service not expressly included in the Tour itinerary or price of the Tour, and which does not form part of the Tour. **Traveler agrees that any assistance given by Infinity's or FA's representative(s) in arranging, selecting, or booking any Optional Extras is purely at Traveler's request and Infinity or FA makes no warranties and expressly disclaims any liability whatsoever arising from or relating to Traveler's participation in Optional Extras or any information provided by any representative of Infinity or FA regarding any Optional Extras. Traveler hereby releases Infinity or FA from all claims and causes of action arising from or related to any damages, loss of enjoyment, inconvenience, or injuries related to or arising from participation in or booking of Optional Extras.**

#### **16. ACCEPTANCE OF RISK**

As a condition of entering into the Agreement and participating in a Tour, Traveler represents, warrants, and agrees that it has received, reviewed, and executed the "Release and Assumption of Risk" document provided by Infinity or FA to Traveler.

#### **17. INFINITY OR FA IS NOT LIABLE FOR THIRD-PARTY PROVIDERS**

Infinity or FA makes arrangements with accommodation providers, activity providers, airlines, cruise lines, coach companies, transfer operators, shore excursion operators, tour and local guides, and other independent parties (collectively, "Third-Party Providers") to provide Traveler with some or all of the components of Traveler's booking. Third-Party Providers may also engage the services of local operators or sub-contractors.

Any services provided by Third-Party Providers are subject to the terms and conditions imposed by such Third-Party Providers, whose liability may be limited or excluded by their tariffs, conditions of carriage, tickets and vouchers, and international conventions and agreements that govern the provision of their services. Traveler acknowledges that Third-Party Providers operate in compliance with the applicable laws of the countries in which they operate and Infinity or FA does not warrant that any Third-Party Providers are in compliance with the laws of Traveler's country of residence or any other jurisdiction.

Infinity or FA and its parents, subsidiaries, and their respective employees, affiliates, officers, directors, successors, representatives, and assigns shall not be held liable for, and will not assume responsibility of (i) any claims, causes of action, losses, damages, costs, or expenses arising out of or related to inconvenience, loss of enjoyment, disappointment, distress, or frustration, whether physical or mental, resulting from the act or omission of any party other than Infinity or FA and its employees; (ii) any acts or omissions, whether negligent or otherwise, of Third-Party Providers or any independent contractors; (iii) any damage to, or loss of, property or injury to, or death of, persons occasioned directly or indirectly by an act or omission of any Third-Party Providers; or (iv) any damage to, or loss of, property or injury to, or death of, persons occasioned resulting from, but not limited to, any defect in any aircraft, watercraft, or vehicle operated or provided by Infinity or FA or a Third-Party Providers.

#### **18. LIMITATION OF LIABILITY**

In the event that any loss, death, injury, or illness is caused by the malicious acts, negligent acts, or omissions of Infinity or FA or Third-Party Providers of any services which form part of the booking contract, Infinity's or FA's liability is limited to those



causes in direct control of Infinity or FA and those that Infinity or FA could reasonably have prevented or mitigated.

#### 19. INDEMNIFICATION AND HOLD HARMLESS REGARDING TRAVELER'S INFORMATION

Traveler understands, acknowledges, and agrees to defend, indemnify, and hold Infinity or FA harmless for any claims, causes of action, losses, damages, or injuries arising out of or related to any of Traveler's errors, omissions, inaccuracies and/or any of Traveler's incomplete, untimely, or mistaken information provided to Infinity or FA by Traveler and relied upon by Infinity or FA and/or supplied to Third-Party Providers by either Infinity or FA or Traveler.

#### 20. FORCE MAJEURE

Infinity or FA will not be liable in any way for any (i) death, bodily injury, illness, damage, delay, or other loss or detriment to person or property; (ii) financial costs both directly and indirectly incurred; (iii) or Infinity's or FA's failure to commence, perform, or complete any duty owed to Traveler, caused by, related to, or arising out of an Act of God, war or war like operations, mechanical breakdowns, terrorist activities or threat thereof, civil commotions, labor difficulties, epidemics or pandemics, public health emergencies, interference by authorities, political disturbance, riot, insurrection and government restraint, fire, extreme weather, other cause whatsoever beyond the reasonable control of Infinity or FA, or other event which Infinity or FA or Third-Party Providers, even with all due care, could not reasonably foresee ("Force Majeure").

#### 21. IMAGES AND MARKETING

Traveler agrees that, while participating in a Tour, images, photos or videos may be taken by other participants, Infinity or FA, or Infinity's or FA's representatives or partner organizations. Such photos or videos may contain or feature Traveler. Traveler consents to any such pictures being taken and grants a perpetual, royalty-free, worldwide, irrevocable license to Infinity or FA, 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, and without any further obligation or compensation payable to Traveler.

#### 22. PRIVACY

Infinity or FA must collect Traveler's personal information to deliver the Tour and any related products or services. Infinity or FA collects, uses, and discloses only that information reasonably required to enable Infinity or FA and its Third-Party Providers to provide the particular Tour, products, and/or services that Traveler has requested. Infinity's or FA's Privacy Policy, which can be accessed any time on Infinity's ([www.infinityexpeditions.com](http://www.infinityexpeditions.com)) or FA's website (<https://www.furtenbachadventures.com/en/>), is expressly incorporated into these Terms. By submitting any personal information to Infinity or FA, Traveler indicates his or her acceptance of Infinity's or FA's Privacy Policy.

#### 23. SEVERABILITY

If any provision of these Terms is deemed to be so broad as to be unenforceable, such provision will be interpreted to be only so broad as is enforceable. The invalidity or unenforceability of any provision hereof will in no way affect the validity or enforceability of any other provision of the Agreement.

#### 24. CONTRACT PARTIES & SUCCESSORS

These Terms will inure to the benefit of and be binding upon the Parties and their respective heirs, legal and personal representatives, executors, estate trustees, successors, and assigns.

#### 25. APPLICABLE LAW

For a booking with Infinity this Agreement and these Terms are subject to the laws of the State of Nevada, USA. Thus, both Parties hereby agree to submit to the personal and exclusive jurisdiction of the courts located in the County of Washoe, Nevada for the resolution of any dispute under these Terms or concerning any Tour, product, or service offered by Infinity.





For a booking with FA this Agreement and these Terms are subject to the laws of Austria. Thus, both Parties hereby agree to submit to the personal and exclusive jurisdiction of the courts located in Innsbruck, Austria for the resolution of any dispute under these Terms or concerning any Tour, product, or service offered by FA.

26. AMENDMENTS

Infinity or FA reserves the right to update or alter these Terms at any time. Infinity or FA will post the amended Terms on Infinity's ([www.infinityexpeditions.com](http://www.infinityexpeditions.com)) or FA's website (<https://www.furtenbachadventures.com/en/>). Infinity or FA recommends that Traveler refer to the Terms prior to travel to familiarize themselves with the most up-to-date version available. An up-to-date copy of these Terms, as amended, may be accessed at any time on Infinity or FA's website.

January 2022

