

Our Vintage Earth

Travel experiences for the environmentally nostalgic.

TERMS OF USE

What We Do

Our Vintage Earth is a regenerative travel excursion company for the eco-conscious traveler. Our platform provides a hub to assist you in finding activities that place a priority on conservation.

What is Regenerative Tourism?

Regenerative Tourism is a term that became widespread in the last quarter of 2020 to address the lack of accountability and consistency within sustainable tourism. Instead of thinking in sustainable terms of “leaving no trace” regenerative tourism goes a step further to “leave it better than you found it”. This means transparency from companies and ethical practices, a focus on cultural revival through community-based tourism, and placing a priority on environmental conservation.

Contract

By use of our website, you agree to and abide by these Terms of Service and the terms of any Excursion Supplier with whom you make a booking. Your access to and use of the website is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the website (“traveler”, “you”, “your” and, “user”). Our terms include important legal obligations and waivers INCLUDING A CHOICE OF LAW AND ARBITRATION CLAUSE that you agree to in exchange for the use of our Service. Please do not use the Our Vintage Earth website (“website”) if you do not agree to these Terms of Service.

You represent and warrant that (a) you are of sufficient age to use our services and website and can create binding legal obligations in connection with your use, (b) you are legally authorized to act on behalf of those you represent and accept these terms and conditions on their behalf, and (c) the information supplied by you, or members of your group is true and correct.

You acknowledge and agree that we may change these Terms from time to time and that those changes become effective immediately. If we make material changes, we will provide you notice. The newest version of our Terms will always be posted on the Site. Your continued use of our services following the notice of any changes constitutes your acceptance and agreement to be bound by such changes. If you object to any changes, you must immediately discontinue using the Site.

COVID-19

By making a booking at this time, you acknowledge the highly contagious nature of COVID-19 and voluntarily assume the risk for yourself and any minors participating with you, that you or they may be exposed to or infected by COVID-19 by participating in an Excursion and that such exposure or infection may result in personal injury, illness, permanent disability, and death even if such injuries or losses occur in a manner that is not foreseeable at the time you book your Excursion. You acknowledge that exposure to such viruses or disease is an inherent risk of traveling, that cannot be controlled or eliminated by Our Vintage Earth or the Excursion Supplier.

You acknowledge that due to the uncertainty of travel at this time, your Excursion may be postponed or cancelled, or changes may be made to itineraries due to closures of certain sites or activities, for which there may be no refund. You understand that you may become sick before, during, or after the Excursion and may not be able to participate and such cancellation or interruption will be subject to our cancellation terms below, for which we will not be liable.

We require that all members of your group provide proof of vaccination and a negative PCR 72 hours prior to your Excursion. Failure to meet this requirement will result in cancellation of your Excursion. A refund will be provided. You are responsible for understanding any additional requirements of the Excursion Supplier or the destination and must not rely on Our Vintage Earth to provide these details.

You agree that due to uncertainty caused by COVID-19, Our Vintage Earth has strongly encouraged the purchase of travel protection coverage including cancel for any reason coverage if and when available, and that should you fail to purchase travel protection coverage, Our Vintage Earth shall not be liable to any losses howsoever arising. Our Vintage Earth cannot be liable should travel protection fail to cover COVID-19 related losses.

You, for yourself, and any minors traveling with you, and on behalf of your and their heirs, assigns, personal representatives and next of kin (The Releasees), HEREBY RELEASE, AND HOLD HARMLESS Our Vintage Earth, its members, officers, agents, and/or employees, and Excursion Suppliers (RELEASEES), of from and against any and all claims, damages, demands, losses, and liability arising out of or related in any way, in whole or in part to any POSTPONEMENT, CANCELLATION, CHANGES, INJURY, DISABILITY, DEATH OR ANY OTHER LOSS you may suffer due to exposure, infection, spread, closure, and travel restrictions related to COVID- 19, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law. The terms of this HOLD HARMLESS AND RELEASE OF ALL LIABILITY paragraph, shall survive any termination or cancellation of this Contract, whether by operation of law or otherwise.

Booking an Excursion

The Traveler will select and request an Excursion. Our Vintage Earth will provide an itinerary of all Excursion Services to be provided and the costs associated with the Excursion. The Excursion Itinerary will also include all of the Terms and Conditions associated with the trip. Travelers should read these Terms and Conditions carefully as you will be bound by the Excursion Suppliers Terms and Conditions when you book the Excursion.

Once an Excursion has been selected, Traveler's should continue to use the platform for all Excursion information, to procure future Excursions with the Excursion Supplier, provide reviews of Excursion Suppliers, and pay for any and all Excursions booked. You should never pay the Excursion Supplier directly for any Excursion and you should notify Our Vintage Earth immediately if an Excursion Supplier requests direct payment from you. Our Vintage Earth will be in contact with information on the Excursion, donation structure, and regenerative implementations in progress. We will also send you a reminder about your Excursion as the date gets closer!

We do not own or otherwise control the Excursion Suppliers or Excursion Services

Our website is designed to connect you with Excursion Suppliers. Our Vintage Earth does not provide, own or control any of the Excursion Suppliers or Excursion Services. Your agreement for Excursion Services is with the Excursion Supplier and not with Our Vintage Earth. The Excursion Supplier are responsible for the Excursion Services. The Excursion Supplier's terms, and privacy policies apply to all bookings and travel so you must agree to, understand, and share those terms with all members of your group. By entering into an agreement with an Excursion Supplier and/or utilizing the Excursion Services, you agree that neither Our Vintage Earth, or its employees, agents, or representatives are or may be liable for any loss, injury, or damage in connection with any service supplied or not supplied resulting directly or indirectly from any occurrence beyond the control of Our Vintage Earth. Our Vintage Earth shall not be liable for any injury, damage, or loss resulting from the neglect of any Excursion Supplier or other person supplying services. Our Vintage Earth hold themselves free of responsibility for any damage(s) from any cause(s) whatsoever.

Payments and Credit Card Chargebacks

Payment

We accept payment by debit/credit card (Visa, MasterCard, Discover, and American Express). We do not charge you a fee for using your card, however your bank or card issuer may apply an additional transaction fee. We are not responsible for these charges.

Cards are accepted subject to security and fraud checks and we reserve the right to reject/cancel your Arrangement(s) at any time should your booking request fail any element of these checks before or after confirmation.

Travelers paying with a debit/credit card must provide to us a click authorization for every transaction for your trip.

Credit Card Chargebacks

In certain cases, you have the ability to dispute charges with credit card companies ("chargebacks"). Before initiating a chargeback, we ask you first to call us to discuss any questions or concerns about our charges. We will work with you in attempting to resolve your concerns. By using our service to make a reservation with an Excursion Supplier, you accept and agree to the relevant cancellation policy of that Excursion Supplier

Our Vintage Earth retains the right to dispute any chargeback that is improper and recover any costs, including attorney's fees related to improper chargebacks. Additionally, in the event of an improper chargeback, we retain the right to cancel any Excursion in the event of a chargeback related to that reservation. The following chargeback scenarios are improper, and we retain the right to investigate and rebut any such chargeback claims:

- Chargebacks resulting from non-cancellable reservations, whether or not the reservation is used.
- Chargebacks resulting from charges authorized by family, friends, associates or other third parties with direct access to your credit card. This does not include credit card fraud.
- Chargebacks arising from inconsistency or inaccuracy with regard to the Travel Provider's product description.
- Chargebacks resulting from force majeure or other circumstances that are beyond the control of Our Vintage Earth or the Excursion Supplier.
- Chargebacks resulting because you do not agree with the cancellation policy of the Excursion Supplier.

Excursion Cancellation

Any Excursion cancellation by you will be subject to the terms of the Excursion Supplier. We will have no liability to you for an Excursion Supplier's failure to provide a refund. Excursion Suppliers may choose to provide a travel voucher or credit in lieu of refund. We are not responsible for a supplier's failure to pay a refund or for supplier bankruptcy or insolvency.

If the reason for cancellation is covered under the terms of your travel protection plan you may be able to reclaim these charges, for this reason we strongly encourage the purchase of a travel protection plan including additional cancel for any reason coverage.

Cancellations Due to COVID or by Our Vintage Earth

If your excursion is cancelled due to COVID or low enrollment, we will provide a full refund.

Changes and Cancellation by the Excursion Supplier

We will inform you as soon as reasonably possible if an Excursion Supplier needs to make a significant change to your confirmed booking or to cancel. We will also liaise between you and the Excursion Supplier in relation to any alternative arrangements offered by the Excursion Supplier, but we will have no further liability to you.

If between planning time and/or during actual travel, circumstances require changes, Our Vintage Earth and the Excursion Supplier, reserve the right to cancel or vary any itinerary and substitute components of any Excursion. Alternatives will be offered whenever possible. Our Vintage Earth cannot be held responsible for any closures, scheduling changes, or curtails for any reason. These changes will not be considered material changes and will not be considered cause for cancellation by the traveler. Normal cancellation penalties still apply to the Excursion that has been changed.

No Refund for Unused Arrangements

There will not be any refund for any unused portion of a travel booking. If you cancel while your Excursion is in progress, there is no refund for the unused portion.

Force Majeure

Our Vintage Earth assumes no liability for, any loss, damage, delay, or cancellation resulting in whole or in part from an Act of God or any other force majeure condition, including, without limitation: fire, volcanic eruption, hurricane, environmental pollution or contamination, inclement weather, earthquake, low or high water levels, flood, water or power shortages or failures, tropical storms or hurricanes, riots or civil commissions or disturbances, and any other acts of a similar nature, sabotage, arrests, strikes or labor disruptions, restraint of rulers or peoples, expropriations, acts of terrorism, war, insurrection, quarantine restrictions, government health advisories, epidemics, pandemics, or warnings or alerts of any kind of nature, government seizures, refusal or cancellation or suspension or delay of any government authority or any license, permit or authorization, damages to its facilities or the travel supplier and its facilities, or any other unforeseen circumstances or any other factors unforeseen and not within the control of Our Vintage Earth that impacts negatively on, or hampers, its ability to fulfill any of its contractual conditions. In the circumstances amounting to force majeure, we will not be required to refund any money to you, although if we can recover any monies from our Excursion Suppliers, we will refund these to you without any charge by Our Vintage Earth.

Travel Protection

It is the traveler's responsibility to protect their purchases. For this reason, Travel Protection Coverage including additional cancel for any reason coverage is strongly recommended. Such plan should cover Trip Cancellation or Interruption, Medical Expense, Emergency Evacuation/Repatriation, and Baggage. Travel protection plans

can help protect you in the event of loss of non-refundable trip deposits and payments that result from cancellation or trip interruption (due to a covered reason such as injury or illness before or during the trip). It also helps with reimbursement for medical emergency costs (including very costly medical evacuation costs), missed connections and baggage loss. Travel Protection Plans including cancel for any reason coverage must be purchased in close conjunction with your travel purchase.

Our Vintage Earth is not qualified to answer technical questions about the benefits, exclusions, and conditions of travel insurance plans. Our Vintage Earth cannot evaluate the adequacy of the prospective insured's existing insurance coverage. If you have any questions about your travel protection, call your insurer or insurance agent or broker.

Declining to purchase an adequate travel protection plan could result in the loss of your excursion cost and/or require more money to correct the situation. You also acknowledge that without this coverage, there may be no way to recoup any losses, costs or expenses incurred. **If you choose to participate in an excursion without adequate coverage, we will not be liable for any of your losses howsoever arising, for which travel protection plan coverage would otherwise have been available.**

Our Vintage Earth Merchandise

Prices

Despite our best efforts, a small number of the items may be mispriced. If the correct price of an item sold on Our Vintage Earth is higher than our stated price, we will, at our discretion, either contact you for instructions before shipping or cancel your order and notify you of such cancellation.

Payment

Items purchased through Our Vintage Earth can be purchased using any major credit card. We generally do not charge your credit card until after your order has entered the shipping process.

Taxes

In any jurisdiction where we have an obligation to collect sales taxes, we may collect such sales taxes from you via the payment method on file in your account or any other means available to us.

Products Return, Refunds, and Title

Most items sold on Our Vintage Earth in new condition and returned within 90 days will receive a refund or exchange. Some items sold by Suppliers have a modified return policy noted on your order receipt. Items that are damaged may be denied a refund or exchange.

All purchases on Our Vintage Earth are made pursuant to a shipment contract. This means that the risk of loss and title for such items pass to you upon our delivery to the carrier.

Using the Website

The website is currently made available to you for your personal, non-commercial use. When you access the website in any way, you warrant that you are at least 18 years of age and possess the legal authority to enter into a binding agreement and that you will only use the website in accordance with all the terms of use herein. You agree to be financially responsible for all of your use of the service (as well as for use of your account by others). You agree that you are responsible for any bookings made through the website by persons under your direction or control. You also warrant that all information supplied by you either individually or as an authorized agent is true and accurate. You agree to only make legitimate reservations or purchases for you or for another person for whom you are legally authorized to act. We have the right at all times to deny your use or access to the website for any reason.

Limited License

Our Vintage Earth provides to you with a revocable, limited, non-exclusive, royalty-free, non-transferable license to use the Website and the content thereon conditioned on your continued compliance with these Terms. You are not granted any IP Rights in or to the website and the content by implication, estoppel or other legal theory, and all rights in and to the website and the content not expressly granted in this clause are hereby reserved and retained by Our Vintage Earth.

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The content included on this site such as text, graphics, buttons, logos, digitals, data and software and materials available on Our Vintage Earth are protected by copyrights, trademarks, services marks, trade secrets and other proprietary rights and laws. You may not copy, sell, license, or otherwise distribute the content and materials of this website, nor may you create any derivative work from it. You may however, print printable forms and copy any of the materials or content for your own personal, noncommercial use, subject to this proprietary notice.

Prohibited Uses

The content and information on the website as well as the infrastructure used to provide such content and information, is proprietary to us, and our suppliers. You agree not to do any of the following without our express permission:

- modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, reverse engineer, transfer, or sell or re-sell any

information, software, products, or services obtained from or through our Website;

- use this Website or its contents for any commercial purpose;
- access the Website with any manual or automated process for any purpose other than your personal use or for inclusion of Our Vintage Earth pages in a search index;
- Use of any automated system or software to extract data from the Website (“screen scraping”), for commercial or non-commercial purposes, is prohibited;
- violate the restrictions in any robot exclusion headers on this Website or bypass or circumvent other measures employed to prevent or limit access to the Website;
- take any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our infrastructure;
- deep link to any portion of the Website (including, without limitation, the purchase path for any Excursion Services) for any purpose;
- use any device, software or routine that interferes or attempts to interfere with the normal operation of the Website or take any action that imposes an unreasonable load on our computer or network equipment;
- “frame”, “mirror” or otherwise incorporate any part of this Website into any other website without our prior written authorization;
- post or distribute any material on the Website that violates the rights of any third party or applicable law;
- use the Website to collect or store personal data about others whether through data mining or any other means;
- use any feature of the Website for any purpose that is unlawful, harmful, or otherwise objectionable or inappropriate, as determined by us; or
- use any data mining methods whatsoever and for any purposes whatever.

If your website use shows signs of fraud, abuse, or suspicious activity, Our Vintage Earth, in our sole and absolute discretion, may revoke your access to the website. If you have conducted any fraudulent activity, Our Vintage Earth reserves the right to take any necessary legal action and you may be liable for monetary losses to Our Vintage Earth, including litigation costs and damages. To contest the cancellation, freezing, or closure of an account, or cancellation of a booking, please contact Our Vintage Earth Customer Service.

Availability, Errors, and Inaccuracies

We are constantly updating the services on the website. The products or services available on the website may be mispriced, described inaccurately, or unavailable, and we may experience delays in updating information on the service and in our advertising on other websites.

We cannot and do not guarantee the accuracy or completeness of any information, including prices, product images, specifications, availability, and services. We reserve

the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

Privacy Policy

Information collected from you is subject to our Privacy Policy. For more information, please see our Privacy Policy [here](#).

Links/Third Party Websites

Our website may contain a link to other websites or resources that we do not maintain. Our Vintage Earth will do our best to vet and partner with the highest quality partners for our clients and our audience, However, we do not endorse, nor are we responsible for, the content, accuracy, advertising, goods, or services offered or available, or any other aspect of such third-party websites. If you choose to visit or use such third-party websites, we are not liable for any damages alleged or incurred with respect to the content, accuracy, advertising, goods, or services offered or available, or any other aspect of these third-party websites.

Electronic Communication

When you visit Our Vintage Earth.com or send e-mails to us, you are communicating with us electronically. You thereby consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this site. You agree that all agreements, notices, disclosure, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You may end electronic communication at any time by either emailing directly or by clicking unsubscribe to any mass email.

Disclaimer of Warranties

All content and materials, including the services made available and provided via this website, are provided “as is”. Our Vintage Earth provides no warranties. There are no expressed, implicit, explicit, or implied warranties that Our Vintage Earth makes to the items, goods, or services sold on the website. Our Vintage Earth does not warrant or ensure that the items and promotions and goods and services will be available in your jurisdiction; and are subject to the commercial regulations in your respective locality. Our Vintage Earth does not warrant that this website is free from errors, omissions, viruses, or defects. Your use of this website is strictly at your own risk. Our Vintage Earth reserves the right to maintain liability and warranty exclusion to the full extent of the law.

Limitation of Liability

Our Vintage Earth may not be held responsible for and direct, indirect, punitive, incidental, special, consequential or sub sequential damages arising from the use of this website including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the website; (ii) any conduct or content of any third party on the website; (iii) any content obtained from the website; and (iv) unauthorized access, use or alteration of your

transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose. In no event shall our aggregate liability, or that of our providers or distributors, exceed the \$200. Any claim or cause of action arising from, or relating to, your access and use of, or purchase of products and/or services from, the website must be brought within one year from the date on which such claim or action arose or accrued or purchase was completed. Our Vintage Earth reserves the right to maintain liability and warranty exclusion to the full extent of the law.

Applicable law may not allow the limitation or exclusion of liability of incidental or consequential damages, so the above limitation or exclusion may not apply to you. Your use of the website shall be at your own risk.

Indemnification

As a condition of use of this website, you agree to defend, indemnify, and hold harmless Our Vintage Earth, its employees, officers, and agents, from all claims, liabilities, and expenses (including attorney's fees) arising from or relating to your use of the Our Vintage Earth website. Our Vintage Earth is entitled to control the defense of such claim or action.

Reporting Claims of Copyright Infringement

If you believe that materials hosted by us infringe your copyright, please submit (or have your agent submit) to us a notice including all of the information requested below. If you fail to provide all of the requested information, we will not process your notice. You may wish to seek legal counsel prior to submitting a copyright infringement notice. You could be held liable for alleging false claims of copyright infringement.

- A physical signature of the person authorized to act on behalf of the owner of the copyrighted work;
- A description of the copyrighted work that you claim has been infringed upon;
- A description of where the material that you claim is infringing is located on the Site;
- Your address, telephone number, and e-mail address;
- A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Our Copyright Agent for notice of claims of copyright infringement on the site can be reached as follows:

hello@ourvintageearth.com

We reserve the right in appropriate circumstances to remove content on the website alleged to be infringing without prior notice, and/or to terminate the accounts of users who infringe any intellectual property rights of others.

Choice of Law; Arbitration

These Terms of Service are governed by New York law, without regard to principles of conflict of laws. Any dispute, controversy or claim arising out of or relating in any way to the website your use of the website, or these terms including without limitation any dispute concerning the construction, validity, interpretation, enforceability, or breach of the terms, shall be exclusively resolved by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The number of arbitrators shall be three. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after one year from when the aggrieved party knew or should have known of the controversy, claim, dispute, or breach.

Termination

Our Vintage Earth may cancel or terminate your right to use its website or any part of the website at any time without notice. In the event of termination, you are no longer authorized to access the part of the website affected by such cancellation or termination. The restrictions imposed on you with respect to material downloaded from the website and the disclaimers and limitations of liabilities set forth in these Terms of Service shall survive.

Assignment

These Terms of Service, and any rights and licenses granted hereunder, may not be transferred, or assigned by you.

No Waiver

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights.

Entire Agreement; Severability

These Terms of Service with the Privacy Policy and any other legal notices published by Our Vintage Earth on this website constitute the entire agreement between you and Our

Vintage Earth with respect to this website. If any portion is held invalid or unenforceable, the remaining portions will remain fully enforceable and in effect.