TERMS OF USE

Updated April 8, 2026

PLEASE READ THESE TERMS CAREFULLY.

THESE TERMS ARE BINDING ON USERS OF THIS WEBSITE AND ALL PRODUCTS, SERVICES, AND CONTENT ACCESSIBLE THROUGH IT.

INTRODUCTION

These Terms of Use ("Terms") apply to all users of the website at https://www.passporttoadventure.travel and all products, services, and content accessible through it (together, "Website").

The Website is owned and operated by Passport to Adventure, LLC at the contact details set out below ("our," "us," or "we").

These Terms, together with our Privacy Policy and any other terms, policies, or disclosures on the Website, create a legally binding agreement between you as a user of the Website ("you" or "your") and us. Each of us is a "Party" and together we are the "Parties."

Please read these Terms carefully before using or registering an account on the Website. If you do not want to be bound by these Terms, do not use the Website.

If you use the Website on behalf of any person, organization, or company (together, "Entity"): (1) you warrant you are an authorized representative of that Entity with the authority to bind the Entity to these Terms; and (2) you and the Entity are bound by, and jointly and severally liable under, these Terms. In such case, "you" refers collectively to you, the Entity, and any person using the Website on behalf of the Entity.

USERS UNDER 18

If you are under 18 years of age, you may not use the Website without our prior written consent.

AUTHORITY

You confirm that you are at least 18 years of age, you have full power and authority to accept and perform all obligations under these Terms, and you will use the Website only for legal purposes.

TERM AND TERMINATION

These Terms become binding on you upon the earlier of: (1) your use of the Website or products, services, or content through it; or (2) your written, digital, or electronic signature or other confirmation, including clickwrap, sign-in-wrap, or other active or

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passive means. Thereafter, the Terms will remain in effect until terminated by us in writing.

The Terms are subject to change at any time in Agency's discretion, without notice to you. Changes become effective upon the earlier of: (1) upon your use of the Website or products, services, or content through it; or (2) your written, digital, or electronic signature or other confirmation, including clickwrap, sign-in-wrap, or other active or passive means.

We may take reasonable measures to notify you regarding changes to these Terms. However, you are responsible for periodically reviewing and remaining aware of the Terms.

Any counterparts created will constitute a single legal instrument. Notwithstanding the above, we may, in our discretion at any time, require your written signature on any documents relating to the Website.

We may terminate the Terms and your use of the Website, in whole or part, in our discretion at any time, for any reason, with or without notice to you.

Immediately upon such termination, you will cease all use of the Website and all products, services, and content accessible through it.

Upon termination of the Terms, each Party's rights and obligations will cease immediately, but termination will not affect: (1) either Party's rights and obligations accrued but unsatisfied through the termination date; and (2) any part of these Terms expressed, or by its context would reasonably be expected, to survive termination.

WEBSITE AVAILABILITY

We will use reasonable efforts to keep the Website operational continuously. We may carry out maintenance on the Website in our discretion at any time, for any reason, with or without notice to you. Such maintenance may impact your use of the Website.

RESERVATION OF RIGHTS

We reserve the right to modify, suspend, or discontinue the Website or any product, service, or content accessible through it, in whole or part, at any time, for any reason, with or without notice to you.

We reserve the right to correct, change, or update typographical errors, inaccuracies, inconsistencies, or omissions, including pricing information, at any time, for any reason, with or without notice to you.

We have no liability to you or any third party for any: (1) modification, suspension, or discontinuance of the Website, in whole or part, for any period; or (2) correction, change, or update to the Website.

ACCOUNT REGISTRATION

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In order to use some or all of the functionalities of the Website, you may be required to register an account on the Website.

To complete registration, you agree to provide personal information, such as name, address, phone number, email address, and other information.

You will not provide false information in the registration or management of your account on the Website.

We reserve the right in our discretion to refuse services, terminate accounts, cancel orders, or edit or delete content on or in connection with the Website.

You may terminate your account at any time by contacting us at the email address provided at the end of these Terms.

USERNAME AND PASSWORD

To use certain functionality of the Website, you may be required to setup login information, including choosing a username and password.

You will not use a misleading username or use your username or account for, or in connection with, the impersonation of a third party.

You will not use a username that contains any language that is offensive, vulgar, obscene, or otherwise inconsistent with the content restrictions in these Terms.

You will not allow any third party to use your login information to use the Website. You are responsible to maintain the confidentiality of your login information.

You are responsible for all Website use via your login information, whether or not authorized by you. You may be held liable for any losses arising out of your failure to keep login information confidential.

If you become aware of any unauthorized use of your account or login information, or if you have reason to believe your account may not be secure (for example, in the event of theft or unauthorized disclosure), you will immediately notify us at the email address provided at the end of these Terms.

Login information and other personally identifiable information that we may collect is subject to the terms of our Privacy Policy.

ELECTRONIC COMMUNICATIONS

By providing us your email, phone, or other contact information, you voluntarily opt-in and agree to receive communications from us, our affiliates, and third-party service providers approved by us, including email, SMS, and any other electronic communications, even if such contact information is registered on any state or federal “Do Not Call” list.

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Such electronic communications may include notices, disclosures, or other information regarding your account with us, the business relationship between you and us, our marketing communications, the Website, and products, services, and content accessible through the Website.

You accept that electronic communications we send you: (1) fully satisfy any requirement that communications be provided to you in writing; and (2) serve as reasonable and proper notice to you for purposes of compliance with applicable laws, rules, or regulations.

You may opt out of receiving electronic communications from us (except those relating to legal compliance or your agreements with us) at any time.

If you wish to stop receiving marketing emails from us, please either: (1) click on the “unsubscribe” link at the bottom of any marketing email sent from us; or (2) contact us at the email address provided at the end of these Terms.

If you wish to stop receiving SMS messages from us, please either: (1) reply STOP, OPT-OUT, or UNSUBSCRIBE to any text message sent from us; or (2) contact us at the email address provided at the end of these Terms.

In such case, we will send you a return email or SMS message to confirm that you have been unsubscribed. Thereafter, we will not send email or SMS messages to you unless you subsequently opt-in to receive them.

Your mobile carrier may charge fees for any SMS or similar messages sent between you and us.

For additional provisions governing our electronic communications between you and us, please see our Privacy Policy.

If you have any questions regarding electronic communications between you and us, please contact us at the email address provided at the end of these Terms.

PURCHASES

If you buy any product or service made available through the Website (“Purchase”), we may ask you to provide personal information, including your credit- or debit-card number, the expiration date of your card, your billing address, your mailing address, and related information.

You represent and warrant that: (1) you have the legal right to use any credit card, debit card, or other payment method in connection with any Purchase; (2) you are acting as a travel agency, you have received the traveler’s prior written credit- or debit-card authorization to use their information; and (3) the information you give us is true, accurate, and complete.

We may use third parties to facilitate payment and completion of Purchases. You grant us the right to provide your information to these third parties, including credit- or debit-card information, subject to these Terms and our Privacy Policy.

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We reserve the right to refuse or cancel any Purchase in our discretion at any time, for any reason, including product or service availability, pricing errors, descriptive errors, or if we reasonably suspect an unauthorized transaction, fraud, or other unlawful activity, with or without notice to you.

USER RESPONSIBILITY

You are solely responsible for your use of the Website, which is subject to all applicable local, state, and federal laws and regulations.

Regarding your use of the Website, you agree:

Not to violate these Terms or allow, encourage, or facilitate others to do the same;

Not to use the Website under a third party's account without the account holder's written consent;

Not to use the Website or take any related action that is unlawful or fraudulent;

Not to copy any content on the Website for republication in print or online;

Not to infringe copyrights or other rights relating to content on the Website;

Not to plagiarize or infringe the intellectual property rights or privacy rights of any third party;

Not to obscure or edit any copyright, trademark, or other proprietary rights notice or mark appearing on the Website;

Not to create copies or derivate works of the Website or any part thereof;

Not to create reviews or blog entries for or with any purpose or intent that does not in good faith comport with the purpose or spirit of the Website;

Not to interfere with another person's or entity's use and enjoyment of the Website;

Not to disturb the normal flow of services provided through the Website;

Not to use data collected from the Website to contact any third party or engage in any direct marketing activity (including email marketing, SMS marketing, telemarketing, and direct mailing);

Not to collect, receive, transfer, or disseminate any personally identifiable information of any person without their prior written consent;

Not to use or attempt to gain unauthorized access to other computer systems from or through the Website;

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Not to create a link from the Website to any site or document without our prior written consent;

Not to disrupt, interfere with, or otherwise harm or violate the security of the Website, or any services, system restores, accounts, passwords, servers, or networks connected to or accessible through the Website or any affiliated or linked website;

Not to use the Website or take any related action that causes, or may cause, damage to the Website or impairment of the performance, availability, or accessibility of the Website;

Not to upload or transmit viruses or other harmful, disruptive, or destructive files;

Not to use the Website to copy, store, host, transmit, send, use, publish, or distribute any material that consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit, or other malicious computer software;

Not to conduct any systematic or automated data collection activities (including scraping, data mining, data extraction, and data harvesting) on or in relation to the Website without our prior written consent;

Not to interact with the Website using any robot, spider, or other automated means;

Not to reverse engineer, decompile, or extract the Website's source code; and

Not to pretend to be or misrepresent any affiliation with any third party.

In addition to the above, the following uses and activities relating to the Website are prohibited:

Criminal or tortuous activity, including child pornography, fraud, trafficking in obscene material, drug dealing, gambling, harassment, stalking, spamming, copyright infringement, patent infringement, or theft of trade secrets;

Transmitting chain letters, spam, or junk email;

Interfering with, disrupting, or creating an undue burden on the Website or the networks or services connected or linked thereto;

Using any information obtained from the Website to harass, abuse, or harm another person;

Attempting to bypass any measures of the Website (or products or services accessible through the Website) designed to prevent or restrict access to the Website or any other website or content;

Harassing, annoying, intimidating or threatening any officer, employee, contractor, agent, affiliate, partner, customer, or supplier of ours; and

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Using the Website in any manner inconsistent with these Terms and applicable laws and regulations.

If you violate any of the above provisions, we may terminate your use of the Website.

YOUR CONTENT

The Website may allow you to post, link, store, share, or otherwise make available your own information, text, graphics, photos, images, likenesses, audio recordings, videos, or other material ("Your Content").

You are solely responsible for Your Content made available on or via the Website, including its legality, reliability, and appropriateness.

By making available Your Content on the Website, you represent and warrant that: (1) you own Your Content or you have the right to use it; (2) you have the right to grant us rights and license to use Your Content; and (3) Your Content on or via the Website does not violate the privacy rights, publicity rights, copyrights, contract rights, or any other rights of any third party.

You are solely responsible for protecting and defending Your Content and your rights to it.

By making available Your Content on or via the Website, you grant us an unrestricted, perpetual, royalty-free, worldwide license to use, modify, display, publish, reproduce, sublicense, sell, lease, transfer, and distribute Your Content, in whole or part, for any lawful purpose in any form, format, or medium in our discretion without notice to you and without your further consent.

We are not responsible for or liable regarding any claim relating to Your Content, even if we modify it.

You will not modify, transmit, repost, distribute, or use content from the Website that is not yours, in whole or part, for any commercial purpose or personal gain, without our prior written consent.

This section will survive termination of these Terms.

INTELLECTUAL PROPERTY

These Terms do not grant you any interest in the Website, in whole or part, or any content on the Website.

The Website and its content (excluding Your Content), features, functionalities, information, and materials on the Website are copyrighted and protected under U.S. law, including images, photographs, graphics, texts, forms, data, code, icons, videos, audio, and other content, all of which is the property of, is licensed to, or otherwise belongs to us, our licensors, or third-party copyright holders.

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Our copyrights, trademarks, trade names, logos, and other intellectual property may not be used without our prior written consent.

This section will survive termination of these Terms.

COPYRIGHTS

We respect the intellectual property rights of others. We take seriously claims of copyright infringement and respond expeditiously to notices regarding such matters.

If you suspect there is any copyright infringement on the Website, please contact us as soon as possible at the email address provided at the end of these Terms.

Alternatively, we may elect to follow the “safe harbor” provisions of the Digital Millennium Copyright Act (DMCA), which insulates online service providers from liability for copyright infringement if their end users engage in infringing activities. To participate in the DMCA, we are required to: (1) register with the U.S. Copyright Office; (2) appoint a designated agent to receive DMCA notices; and (3) comply with other requirements of the DMCA.

If we elect to participate in the DMCA, the provisions set out below will apply.

Copyright owners or a person authorized to act on behalf of a copyright owner, may report claims of copyright infringement to us by sending a DMCA notice of alleged infringement including the following information: (1) the signature of the copyright owner or an authorized agent; (2) identification of the copyrighted work claimed to have been infringed, or, if multiple works are on a single site, a representative list of such works; (3) identification of the infringing material or activity (or the reference or link to such material) and information reasonably sufficient to permit us to locate the material (or the reference or link); (4) contact information for the copyright owner or authorized agent; (5) a statement that the person sending the notice has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (6) a statement that the information in the notice is accurate, and under penalty of perjury, that the person sending the notice is authorized to act on behalf of the copyright owner. For DMCA notices to be valid, they must comply with all requirements above. For a DMCA notice template and full information regarding the DMCA, please see www.copyright.gov. DMCA notices must be sent to our DMCA Designated Agent listed at www.copyright.gov/dmca-directory. Upon receipt of any properly filed DMCA notice, we will expeditiously follow procedures required by the DMCA to: (1) remove or disable access to the infringing material; and (2) notify the copyright holder accordingly.

THIRD-PARTY WEBSITES

The Website may provide tools allowing you to link your account on the Website to an account of a third-party service. If you use such tools, you agree to our transfer of your user information to that third party.

The Website may include hyperlinks to other websites, products, services, and content owned and operated by third parties.

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We have no control over any third-party website or its contents.

Your engagement with any third party is voluntary, at your own risk, and between you and that third party.

We are not responsible for or liable regarding any loss or damage incurred as the result of your activities with third-party affiliates or advertisers on the Website.

We highly recommend that you independently verify any representation or warranty made by any third party regarding its own products and services.

NO WARRANTY

Your use of the Website is at your own risk, and you agree that the Website is provided “as is,” “with all faults,” and “as available.”

Your use of this Website is at your own risk. You are solely responsible for ensuring the Website and all products, services, and content accessible through it meets your specific requirements.

To the fullest extent permissible under applicable law, we disclaim all warranties relating to the Website and its contents of any kind, express, implied, statutory, or otherwise, including any warranty of merchantability, non-infringement, and fitness for particular purpose.

Without limiting the above, we make no representation or warranty regarding: (1) the results you receive from use of the Website; (2) the use of the Website resulting in the lowest available price for products or services; (3) the purchase or availability of any products or services via the Website or any third party; (4) the completeness, accuracy, reliability, or quality of any product, service, information, or advice available via the Website; or (5) the performance, non-performance, safety, or security of the Website, including that the Website will be error free, virus free, free of destructive files.

The foregoing does not affect exclusions or limitations under applicable law.

This section will survive termination of these Terms.

LIMITATION OF LIABILITY

In no event will we, our owners, directors, officers, employees, contractors, agents, suppliers, successors, or assigns be liable to you or any third party for any: (1) loss of goodwill, business, profits, property, data, or privacy; infringement of third-party intellectual property rights; personal injury; and death; (2) indirect, incidental, consequential, or punitive damages; or (3) other damages or losses relating to your use of, or inability to use, the Website.

The limitations of liability above apply to any cause of action under contract, tort, warranty, strict liability, product liability, or any other legal theory, even if we have been advised of such possibility.

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If a court with jurisdiction finds we have any liability under any claim or multiple claims, our liability will be limited to the total fees you paid us during the 12 months immediately preceding your cause of action or USD 50.00, whichever is more, unless prohibited by law.

This section will survive termination of these Terms.

INDEMNIFICATION

You agree to indemnify, defend, and hold us, our owners, directors, officers, employees, contractors, agents, representatives, successors, and assigns harmless from any actual or threatened third-party claim at law or in equity, including attorney's fees and legal costs, arising out of: (1) your acts or omissions; (2) Your Content; (3) your violation of these Terms, the Privacy Policy, or any other terms, policies, or disclosures on the Website; (4) your violation of the rights of any third party; or (5) your violation of any applicable laws or regulations. We reserve the right, at your expense, to exclusively defend and control any claim for which you indemnify us. You agree to cooperate with our defense of any such claim.

This section will survive termination of these Terms.

GENERAL

Amendments. We may modify, update, or terminate the Website, these Terms, our Privacy Policy, or any other terms, policies, or disclosures on the Website at any time, for any reason, without notice to you.

Assignment. You may not assign or transfer any rights or obligations under these Terms without our prior written consent. We may assign any rights or obligations under these Terms to any current or future affiliated company or any successor in interest.

Severability. If any part of these Terms is found unenforceable by an authority having jurisdiction, that part will be enforced to the fullest extent permitted by law and the rest of these Terms will remain fully in force.

Waiver. No forbearance or delay in enforcing these Terms will prejudice or restrict the rights of a Party. No waiver of a right will operate as a waiver of any subsequent right. No right is exclusive of any other right, and each right is cumulative.

Force Majeure. Our failure or delay in the performance of any obligation under these Terms will not be a breach if that failure or delay arises from a force majeure. "Force majeure" means: (1) governmental actions; (2) fires, floods, storms, pandemics, epidemics, or other acts of God or nature; (3) wars, terrorism, insurrections, riots, or strikes; (4) failures of water, power, or communications utilities; or (5) any other cause beyond the reasonable control of either Party.

Third-Party Rights. These Terms are not intended to benefit or be enforceable by, and are not subject to the consent of, any third party.

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Discretion. While each Party acknowledges its duty of good faith and fair dealing, a Party's discretion under these Terms means it may consider its own interests without considering the effect of its decision on the other Party.

Interpretation. The Parties intend that: (1) headings will not be used to interpret this Agreement; (2) the word "including" is without limitation; (3) no text will be construed against either Party as author; and (4) all text is conspicuous.

Notices. Notices under these Terms will be in writing. You will send notices to us at the email address provided at the end of these Terms. We will send notices to you to the email address you provide to us.

Governing Law. These Terms are governed exclusively by the laws of Oregon, without regard to conflict-of-laws principles of any jurisdiction.

Courts. All claims arising from this Agreement will be resolved exclusively by the state or federal courts in United States County, Oregon, which neither Party will challenge based on forum non conveniens, improper jurisdiction or venue, or similar doctrine. You will accept service of process at your address provided via the Website. You waive any right to a jury trial. The prevailing Party will be entitled to recover attorney's fees and the reasonable cost of legal proceedings.

Equitable Relief. Either Party may seek injunctive or other equitable relief to remedy any actual or threatened breach of these Terms.

Further Assurances. Each Party will perform any additional acts necessary to effect these Terms. The Parties will address together in good faith any unforeseen issues that arise under these Terms with a view to mitigating any material adverse impact on either Party.

Entire Agreement. These Terms, together with our Privacy Policy and any other terms, policies, or disclosures on the Website, form the entire agreement and supersede all prior agreements between the Parties regarding the Website, whether written or oral, express or implied. If any conflict arises between or among these Terms and any other terms, policies, or disclosures on the Website, these Terms will control.

CONTACT

If you have any questions or comments regarding the Website or these Terms, please contact us directly by mail, phone, or email as set out below.

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