

TERMS AND CONDITIONS

Effective Date: January 31, 2011

The terms and conditions set forth below (the "Terms and Conditions") constitute an agreement between Wild Focus Inc., a private company registered in British Columbia, Canada BC0879715 ("Wild Focus", "our" or "we") and each Wild Focus guest (the "guest", "your" or "you"). For the purposes of these Terms and Conditions, "Wild Focus" includes the owners, directors, officers, employees, representatives, subcontractors, agents and affiliates of Wild Focus.

By completing the online Reservation Form and submitting payment of the tour deposit(s), you acknowledge and agree that these Terms & Conditions will be legally binding upon you and all individuals traveling with you as specified in the Additional Guests section of the online Reservation Form ("Additional Guests"). You agree that (a) that each of your Additional Guests has read and understood these Terms and Conditions, and (b) you are responsible for each Additional Guests' compliance with these Terms and Conditions.

A. TOUR COSTS, INCLUSIONS & EXCLUSIONS

1. "All-Inclusive". All Wild Focus tours are classified as "All-Inclusive". This means that Wild Focus has made every effort to ensure that all of your major travel expenses are included in the Wild Focus tour price as displayed on the applicable tour information page (the "Tour Price"). Please note that every Wild Focus tour has certain exclusions, and you should refer to the specific tour itinerary for the inclusions and exclusions applicable to your Wild Focus tour.

2. Tour Price Inclusions. The tour itinerary for each tour specifies the included and excluded costs. Generally, the standard inclusions are as follows: accommodations per itinerary, meals and non-alcoholic beverages as specified in the itinerary (specified in the itinerary as BLD denoting breakfast, lunch or dinner), domestic air transportation where indicated as included, ground transportation during the trip, sightseeing and entrance fees, special access permits, transfers to and from group flights as noted in the itinerary, use of snorkelling equipment and wet suits (where available), use of kayaks (where available), taxes (excluding HST in British Columbia) and service charges, gratuities for local service providers where indicated, services of a ship physician on most sea voyages, and services of our professional Wild Focus guides and local service providers.

3. Tour Price Exclusions. The tour itinerary for each tour specifies the included and excluded costs. Generally, the standard exclusions are as follows: transportation to the tour start destination (such as international and/or domestic flights), transportation from the tour end destination (such as international and/or domestic flights), Go Wild Add-On activities (unless specified as an inclusion in the itinerary), extensions fees, passport fees, visa fees, immigration fees, airport departure taxes, insurance, scuba diving (where available), meals not indicated on the itinerary, baggage/accident/ travel protection plan, and items of a personal nature, such as alcoholic beverages, email, and laundry. Gratuities to local service providers (such as the safari vehicle operator and the ship's crew) as indicated. Gratuities to Wild Focus guides may be provided at your discretion; however a suggested rate per guest is \$5/day.

4. Basis of Rates. Except as otherwise stated in the tour itinerary, all prices are based on two persons sharing a twin. Single supplements are available on some tours for individuals traveling as a single. All prices and fares are quoted in U.S. dollars and must be paid in U.S. dollars.

5. Single Supplements. Single accommodations are available for a supplemental cost in some locations, please refer to the tour itinerary or contact us for further details. You will be charged the single supplement fee if you desire single accommodations and specify this request when completing your reservation. In some remote locations, guests with single rooms are infrequently compelled to share a room due to circumstances beyond our control, however if you have paid a single supplement, we will make a reasonable effort to ensure you have a single accommodations throughout your tour. Single supplement fees will only be applied to your tour costs if applicable.

6. Taxes. Additional taxes will only be applied to your tour costs if applicable. For most Wild Focus tours, sales taxes and service taxes are included in the Tour Price. For tours operating in British Columbia, an additional Harmonized Sales Tax ("HST") will be applied. For further information on the HST, please see paragraph B(11) below.

7. Airfares. For all tours, airfares for flights to the tour start destination and flights departing from the tour end destination are an additional cost. Once you receive notification that we have successfully processed your final payment and the tour departure is confirmed, you will need to arrange an arrival flight to the tour start destination, and a departure flight from the tour end destination. The itinerary specifies the tour start destination and tour end destination. If you need any assistance with booking your air travel, please contact us and we will gladly assist in making your flight bookings. A service fee will be charged if you request for Wild Focus to handle your arrival and departure flight arrangements. We recommend you delay booking flights until you receive our Tour Departure Confirmation. We also strongly encourage all guests to obtain flight cancellation travel insurance.

8. Itinerary. The itinerary described is subject to change at the discretion of Wild Focus, the local tour operator, the expedition ship's master, and the Wild Focus tour leader. Wild Focus tours travel to remote parts of the world, and we reserve the right to change the itinerary due to weather conditions, availability of accommodations, availability of anchorages, political conditions or other factors beyond our control without consulting the passengers. It is understood that such decisions will be made in the best interests of all guests and with regard to the safety of transportation vehicles and vessels. Guests have no right to any refund or other considerations in the event of these inevitable itinerary changes. The images featured on this Website and in Wild Focus brochures are inspirational in character and do not necessarily depict the exact people, accommodations, animals and places encountered by guests.

B. RESERVATIONS & PAYMENTS

1. Reservations. To reserve your place on a Wild Focus tour, please review the tour itinerary, click on the Reserve Now button, complete the online reservation form, and provide payment of the deposit amount specified. Upon receipt of your deposit, Wild Focus will issue you with a Deposit Confirmation email. With the exception of late reservations, your reservation is complete and confirmed upon your receipt of this Deposit Confirmation email.

2. Late Reservations. If the tour is departing within 120 days of your reservation date, the full Tour Price is immediately due and payable. When making a late reservation, complete the online reservation form and provide payment of the deposit amount specified. You will then promptly receive an invoice for the balance due, and this balance should be paid immediately, as your place on the tour will not be reserved until the balance is received.

3. Deposits. The deposit is a percentage of the Tour Price that is required to complete your reservation. To reserve your place, the deposit specified in the tour itinerary must be received by Wild Focus. Deposits are payable by Visa, MasterCard, American Express, Discover or check. The per person deposit amount is listed on the tour itinerary and the reservation page. The Tour Cost Summary on the reservation page also specifies the Total Deposit Due. This is the amount you will be charged to complete your reservation.

4. Guest Information Form. Upon receipt of your deposit, we will provide you with a Guest Information Form that must be completed and returned to Wild Focus on the date specified in the form. This information form requires details such as your personal information, dietary/medical information, flight arrangements, and travel insurance. The form also contains a Liability Waiver that must be completed and signed by all individuals travelling with Wild Focus.

5. Balance Invoice and Final Payment. Upon receipt of your deposit, we will provide you with an invoice for the outstanding balance. This amount is due on the date specified in the invoice. For most tours, final payment of the outstanding balance is due 120 days prior to departure. For guests booking within 120 days prior to departure, the full tour fee is immediately payable. Following final payment, you will receive an email confirming receipt.

7. Failure to Make Payment. If your balance final payment is not received by the due date, Wild Focus reserves the right to treat your reservation as cancelled, and you will forfeit your place on the tour. Your final payment may also remain due and payable. Please refer to the cancellation terms and conditions as further described below in Section C (Cancellations).

8. Go Wild Add-On. If you wish to participate in a Go Wild Add-On activity specified in the tour itinerary, please indicate your request on the Guest Information Form. If the tour itinerary indicates that there will be an additional fee to participate in a Go Wild Add-On activity (“Go Wild Fees”), you will receive an invoice for the Go Wild Fees, and full payment is due as indicated on the invoice. Go Wild Fees are non-refundable. If you fail to make payment of the Go Wild Fees by the due date, you will not be eligible to participate in the Go Wild Add-On. Participation in Go Wild Add-On activities is limited.

9. Booking Quota. In order to provide our guests with low group rates, Wild Focus must meet minimum group size requirements with local tour operators. In order to meet these commitments, we must set a booking quota (or minimum group size) for each Wild Focus tour. Please be advised that if Wild Focus does not receive sufficient reservations to meet the booking quota, Wild Focus reserves the right to postpone or cancel the tour.

10. Tour Departure Confirmation. After receiving your completed Guest Information Form and final payment, we will then verify the final travel arrangements with local tour operators. Provided the local tour operator confirms the bookings and the tour booking quota has been met, we will email you a Tour Departure Confirmation. The Tour Departure Confirmation email confirms the tour is going ahead, and unless unforeseeable circumstance arise requiring Wild Focus Cancellation, your Wild Focus tour guide will meet you at the tour start destination on the date specified in the itinerary.

11. Harmonized Sales Tax (HST) British Columbia. For tours operated in British Columbia, guests will be required to pay the 12% HST in addition to the Tour Price. For guests that are not Canadian residents, this HST payment may be reclaimed. Please visit the following site for further information and claim forms: HST Rebate for Non-Resident Individuals - <http://www.cra-arc.gc.ca/tx/bsnss/tpcs/gst-tps/rbts/vstrs/trprtr/nhrs/menu-eng.html>

12. Pricing Information. Every effort has been made to produce pricing information accurately. Wild Focus reserves the right to correct promotional or pricing errors at any time without prior notice. In the event of cost increases due to (but not limited to) changes in airfares, ground transportation, accommodations, currency fluctuations, park fee increases, taxes, or fuel surcharges; Wild Focus may need to adjust the tour fees payable. Wild Focus reserves the right to increase the Tour Price or introduce surcharges, without prior notice, even if payment has been received in full. An increase in the Tour Price will not be sufficient grounds for any refund of funds paid for the tour. The Tour Prices are based on tariffs and exchange rates in effect at the time of publication and are subject to adjustment in the event of any change therein. If you have made a reservation, you will be notified in writing of any increase in the Tour Price or the introduction of additional surcharges.

C. CANCELLATIONS, REFUNDS & TRANSFERS

1. Non-Refundable Deposits. Please note that the deposit paid to complete your reservation (the “Deposit”) is, at all times, 100% non-refundable, except in the event Wild Focus elects to cancel the tour pursuant to paragraph C(3) below.

2. Guest Cancellation.

- (a) If you wish to cancel your tour booking, you must provide written notice to Wild Focus. Your Deposit remains non-refundable, however as of the date we receive your cancellation notice, the following refund rules apply to the final balance payment (the “Final Payment”):
 - (i) For Guest Cancellations received 90 days or more before tour departure, Wild Focus may issue a refund of 100% of the Final Payment received from you by Wild Focus.

- (ii) For Guest Cancellations received 89 or fewer days before tour departure, no refund will be issued, and if the Final Payment has not yet been received, the full Final Payment remains due and immediately payable. For these and other reasons, you are strongly encouraged to obtain trip cancellation insurance.
- (b) If you fail to pay the Final Payment by the due date specified in the balance invoice, your failure to make a payment may be deemed a Guest Cancellation, and Wild Focus may immediately cancel your reservation. In such circumstances, if the due date on the invoice is 89 or fewer days before tour departure, the Final Payment remains due and immediately payable.
- (c) If you are traveling as a double and only one guest wishes to cancel, the other guest will be required to pay an additional single supplement fee to travel as a single.
- (d) If you have paid additional Go Wild Fees, these fees remain non-refundable.

3. Wild Focus Cancellation. Wild Focus reserves the right to cancel any tour as deemed necessary by Wild Focus due to unforeseen events, including but not limited to, failure to meet the necessary booking quota, changes in weather conditions, political unrest, acts of God, public enemy, civil war, strikes or labor disputes. In the event Wild Focus elects to cancel a tour, each guest will be notified by telephone and email, and offered alternate tour dates and/or alternate tour destinations. In the event the guest cannot accept an alternate tour date and/or alternate tour destination, Wild Focus will refund the full amount paid by the guest as at the date of Wild Focus' cancellation notice. Wild Focus is not liable for any other trip preparation expenses such as penalized or non-refundable air tickets, visa fees or medical related expenses.

4. No Partial Refunds. No partial refunds are made for unused portions or services of a tour for any reason whatsoever. Tours are sold as a package only. This policy also applies to tour extensions, Go Wild Add-Ons and independent travel arrangements. In the event the guest elects to participate in a Go Wild Add-On and pays the fees for the Go Wild Add-On, such fees are non-refundable.

5. Booking Transfers. All reservations are non-transferrable.

D. TRAVEL VISAS & MEDICAL

1. Travel Documents. You must be in possession of a valid passport and any visas, permits and certificates that are required for the duration of the services provided by Wild Focus. You are responsible for making arrangements to obtain all necessary travel documents. Information as to these matters is given in good faith but without responsibility on the part of Wild Focus. Wild Focus is not liable for any losses associated with your failure to obtain the necessary travel document, and you will not be entitled to a refund.

2. Vaccinations. You are responsible for arranging such vaccinations as are normally recommended for the countries through which you intend to travel including those vaccinations recommended by Wild Focus. Information as to these matters and as to climate, clothing, baggage, gear, and similar matters is given in good faith but without responsibility on the part of Wild Focus. Please note that some tour locations require you to carry a vaccination card. Wild Focus is not liable for any losses associated with your failure to obtain the necessary vaccination document, and you will not be entitled to a refund.

3. Fitness Requirements. Wild Focus tours are suitable for people in good health. Some tours require the ability to walk several miles over difficult terrain (including uneven trails, ice/snow, large steps, unstable bridges, and dimly lit jungle trails with roots and other obstacles). Guests may also need to step from a small boat to a wave-washed rocky beach, walk down gangways during rough seas, fly in small planes and helicopters, and occasionally hike at high elevations—all while carrying an assortment of camera equipment. Anyone with health problems needing close medical supervision should not consider going on a Wild Focus tour. Guests are advised to bring enough medication for more than the duration of the tour for any chronic medical needs. If you have concerns about your own capabilities

and/or fitness as it relates to a tour, please inquire with Wild Focus before reserving a space. By completing the online Reservation Form and submitting the tour deposit, you certify that you do not knowingly have any physical or other conditions of disability that would create a risk for you or other tour participant

4. Statement of Good Health. Wild Focus reserves the right to request a doctor's statement of good health. Wild Focus shall provide the ultimate determination of an individual's ability to embark upon a tour. Following the start of a tour, the Wild Focus guide shall have the authority to decide whether an individual has the ability to continue a tour. Once a tour has been confirmed, medical circumstances will not be considered as exceptions to the Wild Focus cancellation policy.

5. Responsibility. Wild Focus assumes no responsibility for medical care or for special dietary requirements. The medical and dietary information provided to Wild Focus in the Guest Information Form may be provided to local tour operators, if the tour operator requests such information.

E. INSURANCE

Every guest must be covered by travel-related personal medical insurance ("Medical Insurance"). The Medical Insurance must cover personal accident, medical expenses, air ambulance, emergency evacuation, loss of effects, repatriation costs and all other expenses which might arise as a result of loss, damage, or injury occurring to the guest. You agree to obtain and/or verify that you have sufficient Medical Insurance coverage for the tour. You must provide proof of Medical Insurance when returning your Guest Information Form. If you fail to provide proof that you have obtained the Medical Insurance, Wild Focus reserves the right cancel your reservation. All guests are also strongly urged to purchase trip cancellation, baggage and travel protection insurance.

F. TOUR COMMUNICATIONS & LOGISTICS

1. Tour Communications. After completing the online Reservation Form and providing payment of the Deposit, you will receive a Deposit Confirmation email confirming receipt of the tour Deposit. Included with the Deposit Confirmation email is a Guest Information Form (including a Liability Waiver), Tour Package and Final Payment Invoice. Guests are required to complete all of the information on the Guest Information Form. The Guest Information Form and Final Payment are due on the "Due Date" specified in the Final Payment Invoice. The Tour Package will include a basic itinerary, clothing and photography equipment suggestions, climate data, flora and fauna information, movie and reading suggestions, and chat group information so that you can meet your group members online. Following receipt of your completed Guest Information Form and Final Payment, you will receive a Final Payment Confirmation email. We will then verify the final travel arrangements with local tour operators. Once the local tour operator confirms the bookings and the tour booking quota has been met, we will email you a Tour Departure Confirmation. The Tour Departure Confirmation email confirms the tour is going ahead, and unless unforeseeable circumstance arise requiring Wild Focus Cancellation, your Wild Focus tour guide will meet you at the tour start destination on the date specified in the itinerary. The Tour Departure Confirmation confirms arrival instructions, itinerary revisions (if any), hotel addresses, tour telephone contact information and participant list. We will also provide the Wild Focus guide's email address so you can inquire about special photographic questions you may have regarding your tour.

2. Accommodations. Whenever possible, our guests are lodged in comfortable hotel style accommodations. Wild Focus selects among the best available accommodations. Please refer to the tour style rating and the tour itinerary for specific accommodation information. Some tour destinations allow for luxury accommodation, whilst others are more adventurous. Some interesting photographic destinations are far removed from modern amenities, and where necessary guests may be accommodated in rustic country inns, sail boats, cabins or tented camps. Wild Focus reserves the right to substitute tour accommodations as necessary, however we will use reasonable efforts to maintain a comparable level of accommodations.

3. Meals and Drinks. Meals are included in the Tour Prices as specified in the itinerary. Coffee and tea are typically included with meals. Other non-alcoholic beverages are typically included at breakfast. Guests are responsible for their own bar tab (including bottled water, soft drinks and alcoholic beverages) at restaurant lunches and dinners. If you are uncertain as to whether a meal, snack, or beverage is included; please check with your Wild Focus guide.

4. Additional Wild Focus Guides and Guests. A second tour guide (and any subsequent additional guides) may be added as the group size warrants. If only one space remains on a trip, and logistics permit, we may accept two persons traveling together, even if this exceeds the tour group maximum size.

5. Authority on Tour. You must at all times comply with the laws and respect the social norms of the country being visited as well as with all government regulations pertaining to customs, drugs and foreign exchange. At all times the decision of the Wild Focus tour leader or representative is final on all matters that may threaten the safety, or interfere with the well being, of the group or individual guests. Should you fail to comply with this section, or should you interfere with the well being of the group or individual guests, the Wild Focus tour leader or representative may order you to leave the tour without recourse to any refund.

G. RESPONSIBILITY

1. Wild Focus acts only as agents for the guest in regard to travel including, but not limited to, sightseeing, meals, lodging, transportation, and all other services whether by railroad, motorcar, motor coach, boat, ship or aircraft and Wild Focus assumes no liability for injury, damage, loss, accident, delay or irregularity which may be occasioned either by reason of defect in any vehicle or for any reason whatsoever, or through the acts or default of any company or person engaged in conveying the passenger or in carrying out the arrangements of the trip.

2. Wild Focus accepts no responsibility for losses or additional expenses due to delay or changes in air or other services, sickness, weather, strike, war, quarantine or other causes. All such losses or expenses will be borne by the passenger, as tour fees provide for arrangements only for the times and locations stated. Baggage is at the owner's risk entirely.

3. Wild Focus reserves the right to (a) substitute accommodation and to make any changes in the itinerary or transport where deemed necessary or as caused by changes in air schedules or equipment substitution; (b) cancel any trip prior to departure, in which case full refund of the paid trip funds will be given, but Wild Focus is not responsible for any other trip preparation expenses such as penalized or non-refundable air tickets, visa fees or medical related expenses; (c) substitute tour guide(s) for the guide(s) originally specified, in which case the substitution is not a basis for participant cancellation or refund other than provided by our normal cancellation policy; or (d) accept or retain any person as a member of any trip.

4. Prior to the commencement of the tour, each guest must sign and submit to Wild Focus the Liability Waiver form (included in the Guest Information Form). Participation by any guest will be declined in the absence of the signed Liability Waiver form, with no tour fee refund. No modification to the terms of the Liability Waiver will be accepted.

H. ASSUMPTION OF RISK AND RELEASE OF LIABILITY

1. Voluntary Participation. You acknowledge that you have voluntarily applied to participate on the tour designated on your online Reservation Form and that you have read the description of the tour as it appears in the tour itinerary. You acknowledge that you are voluntarily participating in the tour with knowledge of the hazards involved.

2. Assumption of Risk. Wild Focus does not own or operate any entity that provides goods or services for your tour including, without limitation, hotels or other lodging facilities, airlines, vessels, bus, van or other transportation companies, local ground operators, providers or organizers of optional excursions, or

food service or entertainment providers. Wild Focus gives notice that it acts independently of, and is not responsible for, the owners, contractors, and suppliers providing means of transportation and/or all other related travel services and assumes no responsibility for expense, injury, loss or damage to person or property resulting from: acts of God, detention, annoyance, delays, quarantine, strikes, thefts, pilferage, force majeure (an event or effect that cannot be reasonably anticipated or controlled), failure of any means of conveyance to arrive or depart as scheduled, civil disturbances, terrorism, government and national park restrictions changes, or regulations, discrepancies or changes in transit or hotel services over which it has no control, animals, marine life or vegetation of any sort, dangers incident to recreational activities such as scuba diving, snorkeling, swimming, kayaking, sailing, canoeing, rafting, hiking, bicycling, rock climbing, etc., sanitation problems, food poisoning, lack of access to or quality of medical care, difficulty in evacuation in case of a medical or other emergency, or for any other cause beyond the direct control of Wild Focus. In addition, you release Wild Focus from Wild Focus' own negligence, if any, and assumes all risk thereof.

You acknowledge that you are voluntarily participating on the tour with knowledge that travel to foreign countries and/or remote areas visited by this tour involves numerous risks and dangers which you accept, including, but not limited to: the forces of nature; civil unrest; terrorism; the condition of roads, trails, hotels, vehicles, boats or other means of conveyance which are not operated or maintained to standards common in the developed countries; high altitude; accident or illness without access to means of rapid evacuation or availability of medical supplies; the adequacy of medical attention once provided; physical exertion for which you are not prepared; consumption of alcoholic beverages; or negligence (but not the wilful or fraudulent conduct) on the part of Wild Focus or those entities with whom Wild Focus contracts to provide services to you. You acknowledge that the enjoyment and excitement of adventure travel is derived in part from the inherent risks incurred by travel and activity beyond the accepted safety of life at home or work and that these inherent risks contribute to such enjoyment and excitement and are a reason for your voluntary participation.

YOU HEREBY AGREE TO THE ABOVE CLAUSE H(2) AND TO BE RESPONSIBLE FOR YOUR OWN WELFARE, AND ACCEPT ANY AND ALL RISKS OF DELAY, UNANTICIPATED EVENTS, ILLNESS, INJURY, EMOTIONAL TRAUMA OR DEATH.

3. Release. You acknowledge that the cost of all Wild Focus tours are based upon guests agreeing to the release of liability and assumption of risk clauses set for herein. Therefore, as lawful consideration for being permitted to participate on such adventure travel activities you hereby RELEASE AND DISCHARGE FOREVER WILD FOCUS FROM AND AGAINST ANY AND ALL LIABILITY ARISING FROM YOUR PARTICIPATION IN THE TOUR. You agree this release shall be legally binding upon yourself; your Additional Guests; all minors under the age of 21 traveling with you; all members of your family; your heirs, successors, assigns, and legal representatives; and the heirs, successors, assigns, and legal representatives of your Additional Guests. You acknowledge and agree that it is your intention to fully assume all the risks of travel associated with this tour and to release Wild Focus of and from any and all liabilities to the maximum extent permitted by law.

I. TERMS AND CONDITIONS OF TOUR OPERATORS

In addition to these Terms and Conditions, you are required to comply with the terms and conditions of our local tour operators. Please ensure you review the terms and conditions of our tour operators before making a reservation. In Please refer to your tour itinerary for details on the local tour operator. Wild Focus prefers the following local tour operators:

Africa – Norman Carr Safaris: www.normancarrsafaris.com

Antarctica – Quark Expeditions: www.quarkexpeditions.com

British Columbia, Canada – Dan Wakeman Sunchaser: www.sunchasercharters.ca

J. WEBSITE TERMS OF USE

1. Ownership. This Website, located at www.wildfocus.com ("Website"), is owned and operated by Wild Focus. This Website provides users with access to information and materials about Wild Focus tours, including information related to certain products and services ("Products and Services") and contests, promotions or sweepstakes offered by Wild Focus. The Website also contains text, pictures, graphics, logos, button items, images, works of authorship, and other content (collectively with all information and material about Wild Focus, and the Products and Services, the "Content"). This Website is intended for use only by users who are at least 18 years of age.

2. Acceptance of Terms of Use. PLEASE NOTE: Your access to and use of this Website are subject to these terms of use ("Terms of Use"), as well as all applicable laws and regulations. Please read these Terms of Use carefully. If you do not accept and agree to be bound by any of these Terms of Use, you are not authorized to access or otherwise use this Website or any information, Content or Products and Services contained on this Website. Your access to and use of this Website constitutes your acceptance of and agreement to abide by each of these terms and conditions set forth below. These Terms of Use may be changed, modified, supplemented or updated by Wild Focus from time to time without advance notice by posting here and you will be bound by any such changed, modified, supplemented or updated Terms of Use if you continue to use this Website after such changes are posted. Unless otherwise indicated, any new Content, Products and Services added to this Website will also be subject to these Terms of Use effective upon the date of any such addition. You are encouraged to review the Website and these Terms of Use periodically for updates and changes. If you have any questions about these Terms of Use, please contact via the Contact Page.

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5. Copyright. Except as otherwise expressly stated, all Content appearing on this Website is the copyrighted work of Wild Focus or its third party content suppliers and are protected by Canadian and international copyright laws. The compilation (meaning the collection, arrangement and assembly) of all Content is also the exclusive property of Wild Focus and is protected by Canadian and international copyright laws.

6. Use of Content. You may download information from this Website and print out a hard copy for your personal use provided that you keep intact and do not remove or alter any copyright or other notice (e.g., trademark, patent, etc.) contained in the information. Except as otherwise expressly stated herein, you may not alter, modify, copy, distribute (for compensation or otherwise), transmit, display, perform,

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7. Trademarks and Service Marks. Certain trademarks are the service marks and trademarks of Wild Focus or one of its affiliates. The domain name for this Website, all page headers, custom graphics, and button icons are service marks, trademarks, logos, and/or trade dress of Wild Focus. All other trademarks, service marks, trade dress, product names, company names or logos, whether registered or not, on the Website are the property of their respective owners. Any trademarks or service marks of charities and non-profit organizations displayed on this Website (“NPO Marks”) remain the property of the respective organizations. NPO Marks are displayed on this Website to show support for organizations and not as sign of endorsement. In addition to complying with all applicable laws, you agree that you will not use any such trademarks, service marks, trade dress, or other logos from this Website without the prior written authorization of Wild Focus.

8. Ownership of Information Submitted via this Website. With the exception of any personal data or information you submit (which shall be maintained in accordance with our Privacy Policy), any information you transmit to Wild Focus via this Website, whether by direct entry, submission, email or otherwise, including data, questions, comments, or suggestions, will be treated as non-confidential and non-proprietary and will become the property of Wild Focus. Such information may be used for any purpose, including, without limitation, reproduction, solicitations, disclosure, transmission, publication, broadcast, and posting. Wild Focus shall be free to use any ideas, concepts, know-how, or techniques contained in any communication you send to Wild Focus via this Website or by any other means for any purpose whatsoever, including, without limitation, developing and marketing products using such information.

9. Connection Requirements. You are responsible for providing and maintaining, at your own risk, option and expense, any hardware, software and communication lines required to access and use this Website, and Wild Focus reserves the right to change the access configuration of this Website at any time without prior notice.

10. Prohibited Use.

- (a) Any use or attempted use of this Website (i) for any unlawful, unauthorized, fraudulent or malicious purpose; (ii) that could damage, disable, overburden, or impair any server, or the network(s) connected to any server; (iii) interfere with any other party's use and enjoyment of the Website; (iv) to gain unauthorized access to any other accounts, computer systems or networks connected to any server or systems through hacking, password mining or any other means; (v) to access systems, data or information not intended by Wild Focus to be made accessible to a user; (vi) attempt to obtain any materials or information through any means not intentionally made available by Wild Focus, or (vii) any use other than the business purpose for which it was intended, is prohibited.
- (b) In addition, in connection with your use of the Website, you agree you will not: (i) upload or transmit any message, information, data, text, software or images, or other content (“Material”) that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or otherwise objectionable, or that may invade another's right of privacy or publicity; (ii) create a false identity for the purpose of misleading others or impersonate any person or entity, including, without limitation, any Wild Focus representative, or falsely state or otherwise misrepresent your affiliation with a person or entity; (iii) upload or transmit any material that you

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K. GENERAL

1. Entire Agreement. These Terms and Conditions, the Privacy Policy, and other policies Wild Focus may post on this Website constitute the entire agreement between Wild Focus and you in connection with your use of this Website, the Content, and Products and Services (including without limitation any and all bookings, tours, and transactions), and supersedes any prior agreements between Wild Focus and you regarding use of this Website, including prior versions of these Terms and Conditions.

2. Governing Law; Jurisdiction; Venue; You agree that these terms and conditions shall be governed by the laws of the province of British Columbia, Canada; and the parties submit to the jurisdiction of the law courts of Victoria, British Columbia, Canada. All parts of these Terms and Conditions apply to the maximum extent permitted by law.

3. No Agency Relationship. Neither these Terms and Conditions, nor any Content, materials, features, or Products and Services of this Website create any partnership, joint venture, employment, or other agency relationship between us. You may not enter into any contract on our behalf or bind us in any way.

4. Claims and Complaints. If you have a claim or complaint against Wild Focus, you must first inform Wild Focus of the claim or complaint in writing within five days after the end of the trip. Failure to comply with this requirement waives your right to assert any such claim or complaint against Wild Focus.

5. Binding Arbitration. You agree that any dispute concerning, relating, or referring to these Terms and Conditions, the Website, the Content, Products and Services, or any other literature or materials concerning your Wild Focus tour, or the tour itself shall be resolved exclusively by binding arbitration according to the then existing rules of the British Columbia *Arbitration Act*. The arbitration shall be conducted in Victoria, British Columbia. Such proceedings shall be governed by the substantive law of the province of British Columbia.

6. Remedies.

- (a) You agree that any violation, or threatened violation, by you of these Terms and Conditions constitutes an unlawful and unfair business practice that will cause us irreparable and unquantifiable harm. You also agree that monetary damages would be inadequate for such harm and consent to our obtaining any injunctive or equitable relief that we deem necessary or appropriate. These remedies are in addition to any other remedies we may have at law or in equity.
- (b) You agree that the sole remedy for any default by Wild Focus arising under these Terms and Conditions shall be the return of the paid Tour Prices. To the maximum extent permitted under applicable law, Wild Focus will not be liable for any indirect, special, incidental or consequential damages of any kind (including for personal injury) regardless of the form of the action, whether in contract, tort (including negligence), or otherwise, even if Wild Focus has been advised of the possibility of such damages, and you expressly waive any right you may have to recover such damages.

7. Notices. Any notices to you from Wild Focus regarding the Website or these Terms and Conditions will be posted on this Website or made by email or regular mail.

8. Severability of Provisions. In the event that one or more of the provisions of these Terms and Conditions, for any reason, is held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and these Terms and Conditions shall be construed as if such invalid or unenforceable provision had never been contained herein. The invalidity of part of these Terms and Conditions will not affect the validity and enforceability of the remaining provisions. The section headings are for convenience and do not have any force or effect.

9. Amendments. Wild Focus may amend these Terms and Conditions at any time. All amended terms and conditions shall automatically be effective upon being posted to the Website.

10. Construction. It is the intent of the guest and Wild Focus that no part of these Terms and Conditions be construed against any party because of the identity of the drafter.

11. Attorney's Fees. Should Wild Focus, or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce these Terms and Conditions, each registered guest agrees to indemnify and hold them harmless for all such fees and costs.

12. Acceptance. You acknowledge and agree that completing the online Reservation Form and providing payment of a deposit or any part or full payment for a tour, shall constitute consent to the Terms and Conditions contained herein.