

# pyrateCrew Terms of Service

Effective date: July 1, 2023

These Terms and Conditions contain important information about participating in a pyrateCrew Trip (as defined below) and/or using the website, applications, or any other services (collectively the “Services”), offered by pyrateCrew LLC (Collectively with its subsidiaries, affiliates, managers, members, successors, employees, agents, representatives, and assigns referred to herein as “pyrateCrew”), including future changes to these Terms and Conditions, limitations of liability, a class action waiver, and resolution of disputes by arbitration instead of in court.

## 1. Important Notice to Participants

1.1 Acceptance. By participating in pyrateCrew Trip you are: (A) certifying that you are an adult with full authority to enter into this contract; (B) certifying that you have read and understand and accept these Terms and Conditions; and, (C) agreeing that these Terms and Conditions constitute a binding contract governing your rights as a Participant and the relationship between you and pyrateCrew. (D) Over the age of 21.

1.2 Disclaimer. pyrateCrew makes no verbal or written representation, warranty or agreements with respect to any pyrateCrew Trip or the Services, and pyrateCrew’s responsibilities and liabilities are expressly limited as provided in these Terms and Conditions.

1.3 Changes. We are constantly trying to improve pyrateCrew, so these Terms and Conditions may need to change. We reserve the right to change the Terms and Conditions at any time, but if we do, we will bring it to your attention by placing a notice on [pyratecrew.com](https://pyratecrew.com), by sending you an email, and/or by some other means. Please review all updates, as once the Terms and Conditions have been updated your continued participation in pyrateCrew Trips and/or use of the Services will constitute acceptance of the updated terms. If you don’t agree with the new Terms and Conditions, you are free to reject them; unfortunately, except as otherwise provided herein, that means you may no longer be able to use certain (or potentially all) of the Services.

1.4 Privacy Policy. By joining pyrateCrew or using the Services in any manner you are agreeing to our Privacy Policy. The protection of your data is important to us. Please review our Privacy Policy for more information about how we collect, use, and store data.

## 2. The Services

2.1 General. pyrateCrew provides a platform for creating and joining group Trips. pyrateCrew may create Trips, including setting locations, dates and prices. The platform, a web application, is located at [pyratecrew.com](https://pyratecrew.com). Trips may be created by pyrateCrew or by users of the web application. pyrateCrew may book housing for trips created on its platform, and in doing so may organize and negotiate housing arrangements that are provided by independent third party providers (“Other Providers”). When provided by such Other Providers, pyrateCrew acts only as

an arranger, and all services provided in connection with, before, during or after a Trip, including but not limited to housing and transportation, are provided, owned and operated by Other Providers, whose employees, facilities, vehicles or vessels, products and services are not subject to pyrateCrew's supervision or control. The Other Providers are solely responsible and liable for providing their respective products, provisions and services, unless otherwise specified. pyrateCrew is not their agent and is not responsible for their actions or inaction. The responsibility of pyrateCrew in connection with its Trips is strictly limited. pyrateCrew makes no warranty, either express or implied, regarding the suitability, safety, insurance or other aspects of the products and services provided by pyrateCrew or any Other Provider.

2.2 Your Account. You may be required to sign up for an account. You promise to provide us with accurate, complete, and updated registration information about yourself. You may not use a name that you don't have the right to use, or another person's name with the intent to impersonate that person. You may not transfer your account to anyone else without our prior written permission. You will not share your account with anyone, and you must protect the security of your account. You are responsible for any activity associated with your account.

2.3 Communications. You may receive communications from pyrateCrew, including messages that pyrateCrew sends you (for example, via email, phone call, SMS, and/or text message). BY SIGNING UP FOR THE PROGRAM OR USING THE SERVICES, YOU AGREE TO RECEIVE COMMUNICATIONS FROM PYRATECREW, AND YOU REPRESENT AND WARRANT THAT EACH PERSON FOR WHOM YOU PROVIDE A WIRELESS PHONE NUMBER AND/OR EMAIL ADDRESS HAS CONSENTED TO RECEIVE COMMUNICATIONS FROM PYRATECREW. By providing us with your wireless phone number, you confirm that you want pyrateCrew to send you information we think may be of interest to you, which may include pyrateCrew using automated dialing technology to text or call you at the wireless number you provided. You agree to indemnify and hold pyrateCrew harmless from and against any and all claims, liabilities, damages (actual and consequential), losses and expenses (including attorneys' fees) arising from or in any way related to your breach of the foregoing.

2.4 Disclaimer. pyrateCrew and its designated travel program team members are not liable for, and you waive any claim for: (A) any damage to, or loss of, property or injury to, or death of, persons suffered during a Trip, whether or not occasioned directly or indirectly by an act or omission of pyrateCrew or any Other Provider, including but not limited to any latent or undisclosed defect in any aircraft, watercraft, vehicle, hotel, apartment, workspace or other service or property operated or provided by pyrateCrew or any Other Provider; and (B) any loss or damage due to delay, cancellation, or disruption in any manner caused by pyrateCrew or the Other Providers, or any negligent or willful act or failure to act of pyrateCrew or any Other Provider or of any other third party, or any laws, regulations, acts or failures to act, demands, orders, or interpositions of any government or any subdivision or agent thereof, or by Acts of God, strikes, fire, flood, war, rebellion, conflict & unrest, terrorism, insurrection, sickness, quarantine, epidemics, theft, or any other cause(s) beyond their control. You waive any claim against pyrateCrew for any such loss, damage, injury, or death and assume the risk of pyrateCrew's negligence.

2.5 Activity Release. To the extent you engage in any activities in connection with Trips or any other Services, you acknowledge that you have voluntarily elected to participate in such activities. You further acknowledge and agree that the activities are voluntary recreational activities and that no officer, supervisor or other employee of pyrateCrew is requiring you to engage in the activity. You are aware that there are risks and hazards associated with the activities and voluntarily assume all risk of loss, damage or injury to person or property which may arise from or is related to your engaging in the activities, whether such risk is known or unknown to you. You are agreeing to this release in lieu of executing additional waivers in connection with such activities, but agree that you may be required by pyrateCrew or third parties to execute additional written waivers. The benefits of such waivers shall apply equally to pyrateCrew and shall not limit the waivers or release herein. You hereby release pyrateCrew and all entities associated with pyrateCrew and agree not to sue or bring any proceeding against any of the same for any actions, claims or demands that you, your assignees, heirs, distributees, guardians and legal representatives now have or may hereafter have for injury or damages resulting from your engaging in the activities.

2.6 Limitation of Liability. To the fullest extent allowed by applicable law, under no circumstances and under no legal theory (including, without limitation, tort, contract, strict liability, or otherwise) shall pyrateCrew be liable to you, your employer, your client(s) or potential client(s), your guests/visitors, or to any other person for (A) any indirect, special, incidental, or consequential damages of any kind, including damages for lost profits, loss of goodwill, work stoppage or delays, regardless of whether pyrateCrew has been advised of the possibility of such damages, or (B) any change in your employment status as a result of participating, or (C) any amount, in the aggregate, in excess of the amounts paid by you to pyrateCrew in connection with Trips or the Services, or (D) any matter beyond our reasonable control. Some states do not allow the exclusion or limitation of certain damages, so the above limitation and exclusions may not apply to you or may only apply to you in part. In connection with your Trip, pyrateCrew shall not be liable to you for damages for emotional distress, mental suffering or psychological injury of any kind, under any circumstances.

2.7 Assumption of Risk. In joining pyrateCrew Trips, you agree to assume responsibility for your own safety, and you acknowledge that pyrateCrew cannot guarantee your safety at any time. Local conditions, including but not limited to infrastructure, road conditions, medical care, plumbing, agriculture, sanitation, building codes, safety, and security, may differ significantly. At any given moment there may be "trouble spots" in the world in terms of war, terrorism, conflict, unrest, crime, Acts of God, civil commotions, labor trouble, pandemics, and/or other potential sources of harm. The United States Department of State and other governmental and tourist organizations provide information on foreign countries, including details of local conditions in specific cities and countries according to such agency's perception of risks to travelers. We strongly recommend you obtain and consider such information when making travel decisions. pyrateCrew assumes no responsibility for gathering such information or providing it to you. In addition, by joining a pyrateCrew Trip, you are acknowledging that an inherent risk of exposure to COVID-19 or other viruses exists in any public place where people are present and you and

any guests voluntarily assume all risks related to exposure to COVID-19 and agree not to hold pyrateCrew liable for any illness, injury, death, and/or medical expenses.

2.8 Itinerary Changes. pyrateCrew and the travel program team members reserve the right, without penalty, to make changes in the published itinerary in the event of extenuating circumstances or if they deem it necessary for the comfort, convenience, or safety of Participants. Every reasonable effort will be made to operate Trips as planned, but alterations may still occur after final itineraries are sent.

Extenuating circumstances may include:

- Changes to government travel requirements. Unexpected changes to visa or passport requirements imposed by a governmental agency that prevent travel to the destination. This doesn't include lost or expired travel documents or other personal circumstances relating to a guest's authorization to travel.
- Declared emergencies and epidemics. Government declared local or national emergencies, epidemics, pandemics, and public health emergencies.
- Government travel restrictions. Travel restrictions imposed by a governmental agency that prevent or prohibit traveling to, staying at, or returning from the Listing location.
- Military actions and other hostilities. Acts of war, hostilities, invasions, civil war, terrorism, explosions, bombings, rebellions, riots, insurrection, civil disorder, and civil unrest.
- Natural disasters. Natural disasters, acts of God, large-scale outages of essential utilities, volcanic eruptions, tsunamis, and other severe and abnormal weather events.

2.9 Housing Arrangements. pyrateCrew may book housing for Trips created on its platform, and in doing so may organize and negotiate housing arrangements that are provided by independent third party providers ("Other Providers"). When provided by such Other Providers, pyrateCrew acts only as an arranger, and all services provided in connection with, before, during or after a Trip are provided, owned and operated by Other Providers, whose employees, facilities, vehicles or vessels, products and services are not subject to pyrateCrew's supervision or control. The Other Providers are solely responsible and liable for providing their respective products, provisions and services, unless otherwise specified. pyrateCrew is not their agent and is not responsible for their actions or inaction. pyrateCrew does not make room assignments, and rooms may be available on a first come first served basis. Overnight guests are not allowed in Trip housing.

2.10 Damage Claims and Security Deposit. Trip members may be liable for damage to properties if there is evidence confirming that the damage was not pre-existing. Prior to any charges, the applicable Trip members will be notified of the Damage Claim and given an opportunity to respond. Trip members agree that pyrateCrew may seek to recover from you under any insurance policies you maintain and that pyrateCrew may also pursue against you any remedies it may have available under applicable law, including deduction from the provided deposit, referral of the matter to a collections agency, and/or pursuit of available causes of action and/or claims against you. You agree to cooperate in good faith, provide any information pyrateCrew requests, execute documents, and take further reasonable action, in connection

with Damage Claims. Each Trip members' deposit will be returned within 15 days following the Trip end date after it has been confirmed that there is no new damage to Trip housing.

### **3. Eligibility**

3.1 General. pyrateCrew reserves the right in its sole discretion to accept, decline to accept, or remove any Participant or Guest from a Trip. pyrateCrew reserves the right to expel any Participant from from accommodations for any reason, including, but not limited to, lack of payment or if (A) pyrateCrew deems it necessary for the comfort, convenience or safety of the other Participants (B) the Participant's or Guest's behavior is deemed to cause or be likely to cause danger to themselves or danger, distress or annoyance to other Participants, (C) pyrateCrew reasonably determines a Participant's condition would adversely affect their health, safety or enjoyment, or that of other Participants,(D) if pyrateCrew reasonably determines the Participant or Guest has engaged in illegal actions. pyrateCrew reserves the right to alert the police and/or local authorities if the behavior is deemed to cause or be likely to cause danger to themselves or other Participants, if pyrateCrew reasonably determines their condition would adversely affect their health or safety or that of other Participants.

If a Participant or Guest is removed from a Trip in progress or removed from accommodations, there will be no entitlement to any refund, payment, compensation or credit of any kind for unused or missed services or costs incurred resulting from the termination of the participation, and the Participant will be responsible for any travel costs associated to leave the Trip.

3.2 Employment. pyrateCrew Trips are designed as "remote work and travel" programs, though being in employment is not a prerequisite. Any Participant is solely and individually responsible for securing and maintaining a job that can be performed remotely throughout the duration of the Program. Freelancers, contractors, entrepreneurs, retirees, and people engaged in ongoing education may be eligible to join remote work and travel programs. In the event that a Participant loses their job during a remote work and travel program, they will be responsible for continuing to pay their fees on time.

3.3 Background Check. pyrateCrew reserves the right to do background checks and to consider the results of said background checks in determining the eligibility of an applicant.

3.4 Documentation / Visas. Participants are responsible for obtaining any documents required for their participation in Trips, such as a valid passport, all visas, vaccination certificates, and any other documents. Failure to obtain documents does not negate the Terms and Conditions, and any extra costs incurred for rerouting due to travel without the necessary documents will be the Participant's responsibility. pyrateCrew is not a legal advisor or a professional advisor and it does not provide guidance on visa processes.

3.5 Taxes and Other Charges. pyrateCrew is not a tax advisor or a professional advisor and it does not provide tax guidance.

3.6 Illegal Activity. All Participants are expected to abide by the laws in each country visited. If at any point during Trips the Participant performs or engages in any illegal activity, pyrateCrew is not responsible for legal ramifications of that action, and they may be removed from the Trip at their own cost, and without refund. pyrateCrew has no responsibility or obligation to notify Participants of any or all applicable local laws.

#### 4. Payments, Cancellations, and Refunds

4.1 Billing. pyrateCrew uses various third-parties for billing, payment processing, and financing options (“Third Party Processors”). The Third Party Processors use and store the financial information, and the processing of payments and billing will be subject to the terms, conditions and privacy policies of the Third Party Processors in addition to these Terms and Conditions. pyrateCrew is not responsible for error by the Third Party Processors. By choosing to participate in a pyrateCrew Trip, you agree to pay us, through Third Party Processors, all charges at the prices then in effect for the Trip in accordance with the applicable payment terms and you authorize pyrateCrew, through the Third Party Processors, to charge your chosen payment provider (“Payment Method”). You agree to make payment using that selected Payment Method. We reserve the right to correct any errors or mistakes that the Third Party Processors make even if it has already requested or received payment.

4.2 Payment Method. The terms of your payment will be based on your Payment Method and may be determined by agreements between you and the financial institution, lender, credit card issuer or other provider of your chosen Payment Method. If pyrateCrew, through the Third Party Processors, does not receive payment from you, you agree to pay all amounts due upon demand.

4.3 Current Information Required. You must provide current, complete and accurate billing information. You must promptly update all information to keep your billing information current, complete and accurate (such as a change in billing address, credit card number, or credit card expiration date), and you must promptly notify us or our payment processor if your payment method is canceled (e.g. for loss or theft) or if you become aware of a potential breach of security, such as the unauthorized disclosure or use of your user name or password. Changes to such information can be sent to [contactus@pyratecrew.com](mailto:contactus@pyratecrew.com).

4.4. Cancellation and Refunds. If you provide payment for a Trip for which the minimum number of Participants have not provided payment and pyrateCrew has not booked housing, you are entitled to a full refund of your payment. If you provide payment for a Trip for which the minimum number of Participants have provided payment and pyrateCrew has booked housing, then payment is final and no refunds will be provided.

### **5. Health & Medical**

5.1 Health Requirements. By registering for a pyrateCrew Trip and/or using the Services, you certify that you do not have any mental, physical, or other condition or disability that would

create a hazard for yourself or other Participants. Participants must be in good physical and mental health. pyrateCrew encourages Participants to consult a doctor for specific medical advice related to any activities or destinations. pyrateCrew reserves the right to request that a Participant obtain medical consent prior to departure as a condition of participation, and/or after a Trip has begun as a condition of continued participation, should pyrateCrew deem it necessary to do so.

5.2 Medical Authorization and Coverage. During your Trip, the availability of medical care may be limited or delayed. You acknowledge that all or part of your Trip may be in areas where medical care and evacuation may not be available. In the event a Participant becomes sufficiently incapacitated as to be unable to direct their own care, there is no one who can direct the Participant's care, and pyrateCrew is unable or does not have time to contact a Participant's emergency contact, the Participant, by agreeing to these Terms and Conditions, authorizes any medical treatment deemed necessary in the event of any injury or illness while participating in the activity including, but not limited to, calling an ambulance, X-ray, examination, anesthetic, medical or surgical diagnosis, or treatment and hospital care which is deemed advisable by, and is to be rendered under the general or specific supervision of a licensed physician deemed competent to render the necessary care. In addition, by agreeing to these Terms and Conditions Participant certifies that they have medical insurance which will cover personal accidents, medical expenses, medical evacuation, air ambulance, loss of effects, repatriation costs and all other expenses which might arise as a result of loss, damage, injury, delay or inconvenience occurring to the Participant, or that in the absence of this medical insurance coverage, the Participant agrees to pay all costs of rescue and/or medical services as may be incurred on the Participant's behalf.

5.3 Emergency Contact. pyrateCrew reserves the right to contact your stated emergency contact for any reason related to your health or safety.

## **6. Photographs, Videos & Content**

6.1 License Grant. pyrateCrew reserves the right to take photographs and video during your Trip or participation in a Service. By participating in a Trip, you grant to pyrateCrew the absolute and irrevocable right and unrestricted permission to use and publish your image, or likeness, without compensation, for commercial, advertising, editorial, or any other purpose; and in any manner and medium, whether now known or hereafter devised; and to alter and composite the same without restriction and without your inspection or approval. You hereby release and discharge pyrateCrew from and against any and all claims, liabilities, costs, damages and expenses of any kind arising out of or relating to the use by pyrateCrew of your image or likeness.

6.2 Representations and Warranties. Photographs and video of your Trip or participation in a Service may be submitted to us by you or by third parties such as (but not limited to) other travelers or staff members. By submitting such photographs or video, the party making the submission is representing and warranting (A) that the photo is their original work created solely by themselves and does not infringe the intellectual property rights of any party; (B) that they

have obtained any and all necessary releases from subjects depicted in said original work; (C) that they grant to us a worldwide, royalty-free, perpetual, transferable, irrevocable, non-exclusive and fully sublicensable right and license to use, in any and all media whether now known or hereafter devised, in perpetuity, anywhere in the world, with the right to make any and all commercial or other uses thereof, including without limitation, reproducing, editing, modifying, adapting, publishing, displaying publicly, creating derivative works from, incorporating into other works or modifying the photo and (D) that they hereby release and discharge us from and against any and all claims, liabilities, costs, damages and expenses of any kind arising out of or relating to the use by us of any photo submitted.

6.3 Social Media & Digital Content. Additionally, by joining a pyrateCrew Trip and/or using the Services, you grant pyrateCrew a royalty-free irrevocable license to re-post or use for any purpose, any image or video including the #pyratecrew or any written content (blog posts and articles) regarding pyrateCrew that you post on the internet and/or social media, or upload to a pyrateCrew online shared photo album. We will always provide attribution. If you do not want to grant this specific right to pyrateCrew, please opt out by contacting: [contactus@pyratecrew.com](mailto:contactus@pyratecrew.com)

## **7. Legal**

7.1 Time Limitation for Legal Action. Any claim or legal action whether based on contract, tort, statutory, constitutional or other legal rights, including without limitation bodily injury, illness to or death of a passenger, alleged violations of civil rights, discrimination, consumer or privacy laws, or other statutory, constitutional or legal rights, or for any losses, damages or expenses relating to or in any way arising out of or connected with Trips or Services, or against pyrateCrew must be commenced within one (1) year from the date of injury, illness or death or the date the incident giving rise to the claim occurred or else shall be irrevocably waived, notwithstanding any provision or law of any state or country or international convention to the contrary.

7.2 Agreement to Arbitrate. You agree that any claim or dispute whether based on contract, tort, statutory, constitutional or other legal rights, including without limitation bodily injury, illness to or death of a passenger, alleged violations of civil rights, discrimination, consumer or privacy laws, or other statutory, constitutional or legal rights, or for any losses, damages or expenses relating to or in any way arising out of or connected with your Trip, the Services, or against pyrateCrew, with the sole exception of claims brought and litigated in small claims court, shall be referred to and resolved exclusively by binding arbitration to be administered in the English language, in accordance with the Streamlined Arbitration Rules and Procedures of Judicial Arbitration and Mediation Services, Inc. ("JAMS") then in effect, by one commercial arbitrator with substantial experience in resolving commercial contract disputes, who shall be selected from the appropriate list of JAMS arbitrators in accordance with such Rules. Judgment upon the award rendered by such arbitrator may be entered in any court of competent jurisdiction. Notwithstanding the foregoing obligation to arbitrate disputes, each party shall have the right to pursue injunctive or other equitable relief at any time, from any court of competent jurisdiction.



i. **Arbitration Fees.** The JAMS rules will govern payment of all arbitration fees. pyrateCrew will pay all arbitration filing fees and arbitrator's costs and expenses upon your written request given prior to the commencement of the arbitration. You are responsible for all additional fees and costs that you incur in the arbitration, including, but not limited to, attorneys or expert witnesses. Fees and costs may be awarded as provided pursuant to applicable law.

ii. **Small Claims Court.** Either you or pyrateCrew may assert claims, if they qualify, in small claims court in Wyoming or any United States county where you work or live.

iii. **Exclusive Venue.** The arbitration shall be held in Wyoming, to the exclusion of any other forum, regardless of where the claim arose, and you consent to jurisdiction and waive any objections to arbitration proceeding in Wyoming. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, conscionability, or formation of this contract and the arbitration agreement, including but not limited to any claim that all or any part of these Terms and Conditions are void or voidable. Any action to enforce the arbitrator's decision shall be brought in the state or federal courts in Wyoming. In the event the arbitration provision is deemed unenforceable by an arbitrator or court of competent jurisdiction for any reason or if you send the opt-out notice mentioned above, then and only then, the provisions of section 7.4 below governing forum shall exclusively apply to any lawsuit involving claims described in this subsection.

iv. **Deposition.** You and pyrateCrew further agree to permit the taking of a deposition under oath of the Participant asserting the claim, or for whose benefit the claim is asserted, in any such arbitration.

**7.3 Waiver of Jury Trial.** Neither party will have the right to a jury trial or to engage in pre-arbitration discovery, except as provided in the applicable arbitration rules and herein, or otherwise to litigate the claim in any court. You and pyrateCrew are instead choosing to have claims and disputes resolved by arbitration. The arbitrator's decision will be final and binding. Other rights that you or we would have in court also may not be available in arbitration. Arbitration procedures are typically more limited, more efficient, and less costly than rules applicable in court and are subject to very limited review by a court. In any litigation between you and pyrateCrew over whether to vacate or enforce an arbitration award, **YOU AND PYRATECREW WAIVE ALL RIGHTS TO A JURY TRIAL**, and elect instead to have the dispute be resolved by a judge.

**7.4 Forum and Choice of Law.** Any and all claims or disputes relating to or in any way arising out of or connected with this contract the Trip or the Services against pyrateCrew and not subject to arbitration under the language above shall be litigated, if at all, in and before the courts of the State of Delaware, U.S.A., to the exclusion of the courts of any other state and country. Any claim or dispute relating to, arising out of or connected with your Trip, the Services, and provision of services, whether subject to arbitration or otherwise, shall be governed by the laws of the state of Delaware without regard to conflict of law principles.

**7.5 Class Action Waiver.** These terms and conditions provide for the exclusive resolution of disputes through individual legal action or arbitration on your own behalf instead of through any class or representative action. Even if the applicable law provides otherwise, you agree that any arbitration or lawsuit against us whatsoever shall be litigated by a Participant individually and not as a member of any class or as part of a class or representative action, and each Participant expressly agrees to waive any law entitling Participant to participate in a class action. If a claim is subject to arbitration under the arbitration clause above, the arbitrator shall have no authority to arbitrate claims on a class action basis. Each Participant agrees that this class action waiver shall not be severable under any circumstances from the arbitration clause set forth in the arbitration above, and if for any reason this class action waiver is unenforceable as to any particular claim, then and only then such claim shall not be subject to arbitration.

**7.6 Indemnification.** If requested by pyrateCrew, you will defend, indemnify, and hold harmless pyrateCrew from and against any and all claims, losses, expenses, demands, or liabilities, including attorneys' fees and costs, incurred by pyrateCrew in connection with any claim by a third party arising out of or in any way related to: (1) your use of accommodations or workspace provided for you, or your actions during a pyrateCrew event; (2) your violation or alleged violation of these Terms and Conditions or your violation or alleged violation of any applicable law; (3) your infringement or alleged infringement of any intellectual property or other right of any other person or entity; or (4) any dispute between you and any Other Provider. You must not settle any such claim or matter without the prior written consent of pyrateCrew. pyrateCrew reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by you, and you further agree that you will cooperate fully in the defense of any such claims. Both you and pyrateCrew acknowledge and agree that for the purposes of any dispute arising out of or relating to the subject matter of these Terms and Conditions, pyrateCrew's officers, directors, employees and independent contractors ("Personnel") are third party beneficiaries of these Terms and Conditions, and that upon your acceptance of these Terms and Conditions, Personnel will have the right (and will be deemed to have accepted the right) to enforce these Terms and Conditions against you as the third party beneficiary hereof.

## **8. Miscellaneous**

**8.1 Severability.** If it turns out that any part of these Terms and Conditions are invalid, void, or unenforceable, that term will be deemed severable and limited or eliminated to the minimum extent necessary and shall not affect any other terms or negate the validity of the rest of this agreement, which shall remain in full force and effect.

**8.2 Entire Agreement.** These terms, any and all language directly linked to within these terms, and any official pyrateCrew policies and waivers, constitute the entire and exclusive agreement between you and pyrateCrew relating to the subject matter of these Terms and Conditions, and these Terms and Conditions supersede all prior or contemporaneous communications or proposals relating to the subject matter of these Terms and Conditions.

8.3 Assignment. You cannot assign, transfer or sublicense these Terms and Conditions, or any accommodations or services provided as part of a pyrateCrew Trip, without first obtaining our consent. We may assign, transfer, or delegate any of our rights and obligations without consent. You hereby acknowledge and agree that these Terms and Conditions do not create any agency, partnership, joint venture, or employment relationship between you and pyrateCrew, and neither party has any authority to bind the other in any respect.

8.4 Confidential Information. During a pyrateCrew Trip, you may be exposed to information, pyrateCrew vendors, Other Providers, documents, trade secrets, processes, and procedures that are confidential, proprietary to, and/or the intellectual property of pyrateCrew (collectively "Confidential Information"). You hereby agree that you will not: (i) collect and/or copy Confidential Information for any use outside of the enjoyment of your pyrateCrew Trip; (ii) disseminate or publish Confidential Information; or, (iii) use Confidential Information to harm or compete with pyrateCrew.

8.5 Force Majeure. Sometimes things come up that are outside of our control. You acknowledge and agree that pyrateCrew is excused from any delay and will not be liable for any failure to perform any of their obligations stated in these Terms and Conditions if the failure is caused by something that is reasonably beyond pyrateCrew's control, including but not limited to, war, earthquakes, fire, flood, explosions, terrorist attacks, government action, or extreme weather.

8.6 Waiver. If pyrateCrew does not enforce any part of these Terms and Conditions, it shall not be deemed a waiver of any further rights hereunder, and does not mean pyrateCrew gives up the right to later enforce that part or any other part. In order for any waiver of compliance with these Terms and Conditions to be binding, pyrateCrew must provide you with written notice of such waiver through one of pyrateCrew's authorized representatives.

8.7 Travel Insurance. pyrateCrew recommends that you have adequate travel insurance in order to participate in a Trip or Service. pyrateCrew may provide information about insurance options and references to trusted insurance partners, however, you alone are responsible for securing said insurance and pyrateCrew may or may not require you to present proof of said insurance.

8.8 Weapons. No weapons are allowed on pyrateCrew Trips, including at pyrateCrew accommodations, workspaces, or any experiences.