



# Terms of Use:

The Adventurers and Explorers Guild (AEG) reserve the right to update, change or modify these terms and conditions at its discretion without prior notice and you agree to abide by the most recent version available on the website. In the event that any changes are made, the revised terms and conditions shall be posted on the website immediately. Please check the latest information posted herein to inform yourself of any changes.

The term “AEG” refers to The Adventurers and Explorers Guild and throughout the site, the terms “we”, “us” and “our” refer to The Adventurers and Explorers Guild (AEG) and “you” and “your” refers to the user of this website. AEG provides this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here. The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

## General Terms

We reserve the right to refuse service to anyone for any reason at any time. You understand that your content (not including payment information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.

## Accuracy of Information

We make every effort to ensure that the content of the information appearing on this website is accurate however, errors and omissions do occur, and you should not take the accuracy of the information for granted. None of the material contained in this site is to be relied upon as a statement or representation of fact. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

## Data Protection

We are committed to safeguarding the privacy of your personal information. Any personal information that you submit to us via the contact details on the website is treated under our privacy policy. If you have any requests concerning your personal information or any queries with regard to these practices please contact us on [explore@adexguild.org](mailto:explore@adexguild.org) . You may not use our products for any

illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws). You must not transmit any worms or viruses or any code of a destructive nature. A breach or violation of any of the Terms will result in an immediate termination of your Services.

## **Copyright**

The copyright and other intellectual property rights in all content included on this website is either owned by us or licensed to us. You may view, download save and print out content for your own private use or educational purposes. All copies of any part of the content material must bear an acknowledgement of the copyright of the owner of the material. Copyright, trademark and other proprietary notices must not be removed. The content of this site may not be reproduced in any form for commercial purposes. We have made every effort to locate any copyright holders of material included on this website in order to obtain their permission to publish it, as well as displaying the correct copyright notice for any images that we have used on this site. However, if you believe any material is being used in breach of copyright, please contact [explore@adexguild.org](mailto:explore@adexguild.org).

## **Links to Third Party Sites**

Any links to third party websites are provided to you only as a convenience. The inclusion of any link does not imply endorsement of that website and we are not liable for the content of any site to which we link.

## **Provision of Service and Fees**

We agree to provide you with reasonable support by telephone or email during normal working hours for the purpose of assisting you to maintain your access to the site. If you contact us for any reason, we may retain copies of any letters or emails, and may record written details of any telephone conversation with you. We may at times make audio recording of telephone conversations, however you will be notified prior to the exchange. Prices for our products are subject to change without notice. We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time. We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service

## **Products and Services**

The products and services available through the website may have limited quantities and are subject to return or exchange only according to our Return Policy. We have made every effort to accurately display the colours, sizes and images of our products however we cannot guarantee that your perception of the product, or the computer monitor's display of any colour will be accurate. We reserve the right, but are not obligated, to limit the sales of our products or Services to any person,

geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at any time without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited. We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

### **Application for Membership or Recognition Through Fellowship**

In regard to the professional recognition and certification process, an applicant will be required to review the information provided by AEG and then follow the steps outlined below available on the website.

- Download the application form
- Prepare your portfolio
- Submit your completed application to [explore@adexguild.org](mailto:explore@adexguild.org)
- Receive feedback and outcome from the board
- If successful, pay your application and annual licensing fee
- Receive your professional recognition certification in the post
- Maintain your annual financial membership

### **Decisions and Outcomes**

The findings of the advisory board shall be final decisions and the feedback provided will indicate the reasons identified (either positive or negative to an application). The board shall not give consideration to any application that has not fulfilled the criteria, submitted an incomplete application, or which is the same or substantially the same as any application considered by the advisory board within the past preceding twelve (12) months; provided, however, that the board may, within its discretion, grant a request for a rehearing where it is evident that a substantial procedural error occurred which deprived the applicant of a fair assessment. The advisory board shall grant an applicant a rehearing where an appeal or request for a variance is denied due to the applicant's failure to supply the required information.

### **Application fee and dues**

Full payment of the application fee relevant to the applied level is to be paid. Payment of the annual dues relevant to the level of certification is to be paid on application and maintained every financial year to utilise the professional certification. If these fees and dues are not paid on or before the due date, AEG reserve the right to treat your application or certification as cancelled or suspended.

### **Payment Options**

Online Invoice (can be paid via Direct Deposit or PayPal)

### **Your details**

In order for AEG to properly assess your portfolio you must provide all requested details accurately and fairly and when required, professional details (please see the Privacy Policy for more information relating to privacy).

You acknowledge that AEG has provided you with a risk warning and these risks include, but are not limited to:

- Personal injury and loss (including financial loss) and damage;
- Personal injury and loss (including financial loss) resulting from your actions, and/or actions of others; and
- Loss or damage to personal property whether it be lost, stolen, damaged or destroyed.

You acknowledge that you fully understand these risks and participate freely and accept the risks involved. You agree to release and indemnify AEG, you will not hold responsible AEG, its officers, employees, volunteers or agents from all claims and liabilities whatsoever, associated with your participation in any AEG projects, activity, expedition or placement. You state that you are physically and mentally capable of participating and that you have fully read this form, in particular the 'acceptance or risk'.

### **Release and waiver of liability**

In consideration of AEG accepting your application and in consideration of you being permitted by AEG to join the guild to the extent permitted by law:

You release, waive, discharge, hold harmless and agree to indemnify The Adventurers and Explorers Guild and its officers, employees, volunteers, guides and other representatives and the land management authorities in the countries in which your expedition or adventures have been conducted from all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services, loss profits, consequential, exemplary, indirect or punitive damages or otherwise which may arise out of or occur as part of your professional certification. Furthermore AEG and its officers, employees, volunteers, guides and other representatives; and regardless of the situation or circumstances giving rise to the claim you waive any claims you have, or may at any time have, against AEG and its officers, employees, volunteers, guides and other representative and you agree, by accepting the additional inherent dangers and risks associated with adventure and exploration, not to make any claim against or seek any compensation from AEG and officers, employees, volunteers, guides and other representative in respect of any personal injury, illness or death suffered by you or damage to or loss of property sustained by you as a result of your professional certification.

### **Limitations**

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free. We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable. You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you. You explicitly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us)

provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall AEG, staff, affiliates, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.