

EXPLORERS COUNTRY CLUB

CLUB MEMBERSHIP AGREEMENT

THIS AGREEMENT is made and entered into by and between:

EXPLORERS COUNTRY CLUB (hereinafter referred to as "the Club"), a duly registered social and travel club, and

The Member (hereinafter referred to as "the Member"), an individual who has joined the Club under one of its four membership tiers: Bronze, Silver, Gold, or Diamond.

WHEREAS, the Club provides a platform for travel enthusiasts to engage in curated local and international expeditions, social events, and a vibrant community;

AND WHEREAS, the Member desires to participate in the Club's offerings and acknowledges having read, understood, and agreed to be bound by the terms and conditions set forth herein.

PART I: GENERAL PROVISIONS & DEFINITIONS

1.1. Definitions:

- **"Club"**: Refers to Explorers Country Club.
- **"Member"**: Refers to an individual who has a valid and current subscription to one of the Club's membership tiers.
- **"Tier"**: Refers to one of the four membership levels: Bronze, Silver, Gold, or Diamond.
- **"Subscription"**: Refers to the monthly membership fee paid by the Member to the Club.
- **"Trip"**: Refers to any organized group excursion, expedition, or tour, whether local or international, planned and curated by the Club.
- **"Brand Store"**: Refers to the official Explorers Country Club online shop for branded merchandise.

1.2. Scope of Agreement: This Agreement applies to all Members of the Explorers Country Club, regardless of their membership tier, and governs all interactions, transactions, and participation in Club activities and events. Where a clause is specific to a particular Tier, it will be explicitly stated.

PART II: PRIVACY POLICY

2.1. Information We Collect: The Club collects personal information from Members to facilitate its services. This may include, but is not limited to: full name, contact details (phone,

email), physical address, date of birth, passport information, payment details, and travel preferences.

2.2. Use of Information: The collected information is used solely for the following purposes: a) Managing your membership and processing your subscriptions. b) Planning and booking Trips, including making reservations for flights, accommodation, and activities. c) Communicating with you about Club news, events, Trips, and promotions. d) Providing visa assistance and other travel-related support. e) Improving our services and customizing your experience. f) Internal record-keeping and regulatory compliance.

2.3. Data Security: The Club is committed to ensuring the security of your personal information. We employ robust technical and organizational measures to prevent unauthorized access, disclosure, or misuse of your data.

2.4. Data Sharing: Your personal information will be shared with third-party partners (e.g., airlines, hotels, tour operators, visa agencies) only to the extent necessary to fulfill our obligations and facilitate your travel and participation in Club activities. We do not sell or rent your personal information to third parties.

2.5. Member Rights: You have the right to access, correct, or request the deletion of your personal information held by the Club, subject to legal and contractual obligations.

PART III: RETURNS & REFUNDS POLICY

3.1. Membership Subscriptions: a) All membership subscriptions are **strictly non-refundable**. b) The Club is not liable for a Member's failure to participate in any Trip, event, or activity due to personal inconveniences, unforeseen circumstances, or inability to secure a visa or passport. In such cases, the monthly subscription remains non-refundable. c) A subscription may be refunded only in the rare and exceptional event that the Club ceases to operate or cancels all of its services entirely.

3.2. Members-Only Store: a) Returns are accepted only for items that are defective, damaged upon arrival, or if the wrong item was shipped. b) The Member must notify the Club within a specified period (e.g., 7 days) of receipt for a return to be considered. c) Refunds for returned items will be processed after the item is received and inspected by the Club. d) For all other cases, including dissatisfaction with the product, returns and refunds are not guaranteed. Detailed return policies for specific products will be available on the Brand Store webpage.

3.3. Trip-Specific Payments: Any additional payments made by a Member for a specific Trip (e.g., for flight differences, accommodation upgrades) are subject to the cancellation policies of the respective service providers (airlines, hotels) and may be non-refundable. The Club will facilitate this process but cannot guarantee refunds.

PART IV: TERMS & CONDITIONS OF MEMBERSHIP

4.1. Membership Tiers & Subscriptions:

4.1.1. Bronze Membership (US\$30/month):

Benefits: Access to 2 annual local Trips/Expeditions in Zimbabwe. Subscription covers planning, curation, group food, refreshments, and a significant portion of core activities/entry fees.

Costs Not Covered: Supplements, snacks and personal expenses including personal photoshoot. Transport is always not covered. The Member pays separately for transport and accommodation (at highly discounted group rates), and any other personal expenses. For all trips, the Club reserves the right to choose the accommodation.

4.1.2. Silver Membership (US\$95/month):

Benefits: Includes all Bronze Tier benefits. Access to 1 annual international Trip to African destinations. Subscription covers planning, curation, and a significant portion of flight/accommodation costs. The portion of flight costs covered is always **economy class**, and the accommodation is a **standard room**.

Costs Not Covered: Supplements, snacks and personal expenses including personal photoshoot. Passport and visa expenses. The Member pays separately for flights and accommodation differences at negotiated group rates, unless the Club has paid in full. The Club reserves the right to choose the airline and hotel.

4.1.3. Gold Membership (US\$175/month):

Benefits: Includes all Silver Tier benefits. Access to 1 annual exclusive Trip to Asia/Africa. Subscription covers premium planning, bespoke itinerary curation, and a significant portion of core luxurious activities/entry fees. The portion of flight costs covered is always **economy class**, and the accommodation is a **standard room**.

Costs Not Covered: Supplements, snacks and personal expenses including personal photoshoot. Passport and visa expenses. The Member pays an additional amount for international flights and premium accommodation at highly competitive group rates. The Club reserves the right to choose the airline and hotel.

4.1.4. Diamond Membership (US\$780/month):

Benefits: Includes all Gold Tier benefits. Access to 1 annual luxurious global expedition (up to 2 weeks). Subscription covers white-glove planning, bespoke luxury itineraries, and a substantial portion of all trip-related costs, including many premium experiences. The portion of flight costs covered is a **full return economy class ticket**, and the accommodation is at least a **hotel standard room**.

Costs Not Covered: Supplements, snacks and personal expenses including personal photoshoot. Passport and visa expenses. Members are responsible for any contribution to luxury accommodation that exceeds the standard room cost.

Specific Privileges: The Club will pay for a full return economy ticket, and the member may choose to upgrade to a higher class (e.g., business or first) at an extra cost. To a certain extent, the Club will accommodate the Diamond Member's preference for a specific airline, provided it is logistically and financially feasible.

4.1.5. Payment & Termination: Monthly subscriptions are due as per the payment schedule. Failure to pay may result in suspension of membership benefits and ultimately, termination of membership at the Club's discretion. The member can terminate their membership at any time, but no refunds for paid subscriptions will be provided.

4.2. Member Benefits & Expectations:

4.2.1. Event Participation Rules:

- a) **Non-Tier-Specific Events:** For events that are not designated for a specific tier, all attending members will be treated the same and enjoy the same benefits.
- b) **Tier-Specific Events:** For events that are designated for a specific tier (e.g., a Silver Tier event), only members of that tier and all higher tiers (e.g., Gold and Diamond) will have access to attend.
- c) **Benefits at Tier-Specific Events:** All attendees at a tier-specific event, regardless of their personal membership tier, will receive benefits at the level of that specific event only. For example, a Gold or Diamond member attending a Silver event will be treated at the Silver level, not their higher membership level. Bronze members are not eligible to attend events for Silver, Gold, or Diamond tiers.

4.2.2. Food and Refreshments: For all international trips across all tiers, food is generally not covered unless the Club explicitly specifies it on the trip announcement. This allows Members the flexibility to explore local cuisine. For local Bronze trips, group food and refreshments are generally covered.

4.2.3. Brand Store Discount: Members of all tiers are entitled to a **50% discount** on all ECC brand items on the public market, and have exclusive access to the Members-Only Brand Shop.

4.2.4. Local Events: Bronze, Silver, Gold, and Diamond members have access to exclusive local events. Unless the Club arranges and pays for group transport at a highly discounted price, Members are responsible for their own transport costs to and from these events.

4.2.5. Visa Guidance: (Applies to Silver, Gold, and Diamond Tiers) The Club provides detailed information, checklists, and personalized guidance on visa applications. The Member is responsible for all associated visa fees.

4.2.6. Proof of Sufficient Financial Support: (Applies to Silver, Gold, and Diamond Tiers) The Club will provide assistance to legally demonstrate sufficient financial support for a tourist

visa where possible. This is a significant benefit, but the Club's assistance does not guarantee visa approval.

4.3. Member Conduct & Disciplinary Action:

4.3.1. Code of Conduct: Members are expected to conduct themselves in a respectful, lawful, and appropriate manner at all times, both during Club events and online interactions within the private community. This includes respecting fellow Members, Club staff, partners, and local communities at all destinations.

4.3.2. Disciplinary Process: The Club reserves the right to take disciplinary action against any Member whose conduct is deemed detrimental to the Club's reputation, its members, or its partners. This may include, but is not limited to, suspension of membership benefits, temporary suspension, or permanent termination of membership ("dismemberment"). The Club's decision in such matters is final and irreversible.

4.4. Club's Reserved Rights & Liability:

4.4.1. Right to Amend: The Club reserves the right to amend this Agreement, a Tier's benefits, or a specific Trip's details at any time. Any changes will be communicated to Members in writing.

4.4.2. Right to Reschedule/Cancel: The Club reserves the right to change the schedule, itinerary, or destination of any Trip or event due to unforeseen circumstances, including but not limited to:

- i. Pandemic outbreaks or public health crises.
- ii. Acts of war, civil unrest, or political instability.
- iii. Natural disasters.
- iv. Travel restrictions or advisories issued by national or international authorities.
- v. Lack of sufficient member participation.

In such cases, the Club will offer a fair alternative (e.g., rescheduling, credit towards another Trip), but no refunds for subscriptions will be provided.

4.4.3. Admission Limits: The Club reserves the right to change the admission limits for any specific Trip or event at its discretion to ensure the best possible experience for all participants.

4.4.4. Limitation of Liability: The Club is not liable for any personal injury, death, loss of property, or other damages sustained by a Member during any Trip or event, except for those directly caused by the Club's gross negligence.

4.5. Visa and Passport Responsibility: The Member is solely responsible for possessing a valid passport and obtaining all necessary visas for international travel. The Club's visa assistance does not guarantee approval, and all associated costs and the risk of denial are the Member's

responsibility. The Club is not liable for any losses incurred due to a Member's failure to secure the necessary travel documents.

4.6. Termination of Membership: A Member may terminate their membership at any time by providing written notice to the Club. No refunds for past or current monthly subscriptions will be provided upon termination.

Signature and effect:

**BY JOINING EXPLORERS COUNTRY CLUB, THE MEMBER HEREBY
ACKNOWLEDGES THAT THEY HAVE READ, UNDERSTOOD, AND AGREED TO
ALL THE TERMS AND CONDITIONS CONTAINED HEREIN.**

Member agreed on submitting the Club Member Admission Form.