

NEXTRIBE TERMS OF SERVICE

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Welcome to NextTribe!

We're excited to have you join our travel community. Before you start exploring, we need to go over some important stuff about how our website and services work. We know legal documents can be a drag, so we've tried to make this as clear and friendly as possible while still covering all the bases. By clicking "I Accept" or using our site, you're agreeing to these terms. If something doesn't sit right with you, please don't use our services.

The Basics

1. About Our Site. NextTribe, Inc. owns and operates this website. Everything you see here - the content, the design, our travel services - can only be used according to these terms. We take our copyright seriously, but we're not trying to be mean about it!
2. Service Changes. Here's the thing: we might need to change, pause, or stop certain features sometimes. We'll do our best to keep things running smoothly, but we can't guarantee everything will be available 24/7. You can stop using our services anytime - no hard feelings!
3. Dispute Resolution. If you're unhappy with something, please talk to us first before filing a chargeback with your credit card company. We're reasonable people and want to work things out! If you file a chargeback without giving us a chance to fix the issue, we may need to dispute it and could ask you to cover our costs if we win.
4. Playing Nice. Please use our site the way it's meant to be used. Don't try to hack or break things, and don't copy our stuff to sell it. We also ask that you don't do anything that messes with other people's experience. If you break these rules, you're responsible for any problems it causes.

Travel-Specific Terms

5. Travel Insurance is a Must for International Travel! This is super important: You MUST have travel insurance before your trip starts if you are travelling internationally and we HIGHLY recommend that you have insurance for domestic travel. Your insurance for international travel needs to cover personal injury and medical treatment, getting you home if something goes wrong (repatriation), emergency evacuation (yes, including helicopter rescue if needed!), and international air ambulance. We also strongly recommend coverage for your personal belongings and trip cancellation or interruption.. You're responsible for understanding your policy and making sure it covers everything you'll be doing on the trip. Any medical costs during the trip are on you, not us. Please consult with health authorities about destination-specific health information and get any necessary vaccinations.
6. How to Book. You can book your trip online. We need a non-refundable deposit to confirm your spot, and the full balance is due 90 days before departure on international trips, 60 days before departure on domestic trips. If you're booking an international trip within 90 days of departure or 60 days before a domestic trip, you'll need to pay the full amount upfront, and it's non-refundable. Your booking isn't confirmed until you receive a written confirmation.
7. What's NOT Included. Your trip price doesn't cover flights to and from the destination, travel insurance (remember, you need this!), passport and visa fees, extra baggage charges, tips and gratuities, personal expenses like alcohol and laundry, COVID-related expenses, phone and internet costs, airport taxes, or any changes you make to the itinerary. We're also not liable for any separate arrangements you make, like airline tickets or hotel reservations outside of our package.
8. Booking Your Flights. You can book your airfare whenever you want to, however, we recommend that you wait until we notify you that the trip is definitely a "go." Most trips sell out, some do not. If we have to cancel a trip, we will transfer the funds to a new trip or give you a refund for what you've paid us, but that's all. So, if you buy

a non-refundable ticket, that's on you. We will let you know at least 60 to 90 days before departure, or sooner if the trip fills up early.

9. Pricing Notes. Different travelers might pay different prices for the same trip, and that's just how it works sometimes. If we offer a discount after you've already paid, we can't apply it retroactively - sorry! Also, if you don't pay on time, we might charge your card on file or give your spot to someone else.
10. Cancellation Policy. We get it - sometimes plans change. But here's the deal: deposits are non-refundable but transferable within one year of the cancellation date, and any payments made are also non-refundable if you're within the 90 day window for international trips and the 60 day window for domestic trips. If you're outside those dates, we can refund payments but not the deposit. That's why we really, really recommend trip protection insurance. We cannot make exceptions for our no-refund policy within the periods mentioned above. Force majeure events might have different cancellation rules.
11. Transfer Policy. If you want to switch from one trip to another, we can transfer your deposit and payments to the new trip (only if you're outside the non-refundable window—90 days international, 60 days domestic, as described above). We won't charge you for the first switch; after that, each transfer to a new trip will incur a \$250 fee.
12. No Refunds For... We can't provide refunds if you don't use all the services included in your trip, if you arrive late or leave early, if you miss parts of the itinerary, or if you're quarantined or refused services due to symptoms of infectious diseases.
13. Making Changes If you'd like to make changes to your trip—such as modifying accommodations or adding activities—please submit your request in writing. Additional costs may apply, depending on the nature of the changes. While we'll do our best to accommodate your request, we can't guarantee that every change will be possible.
14. Do Your Homework. Please research your destination thoroughly, including travel advisories and safety considerations. You're responsible for your own well-being and personal property throughout the trip. Health screenings might be conducted, and suppliers may refuse to provide services to travelers showing symptoms of illness.
15. Fitness Level. All our trips require a degree of physical fitness, and we rate them 1-5, depending on the degree of difficulty. You must let us know if you are impaired in any way, *mentally or physically*. We will do our best to match you with a trip that's suited to your ability. **Just be aware that all of our trips require travelers to be able to handle their own luggage, use technology (like WhatsApp) and find your way back to the group if you get lost.**
16. Risks: By acknowledging receipt of this document, you verify that you are aware that your participation in this trip and its related activities may involve risks, dangers and hazards and, for your safety and enjoyment as well as that of the group, you agree to follow the oral and written guidelines of NextTribe and its agents and representatives on this trip.
17. Travel Documents. Make sure you have a valid passport and all necessary visas and documentation for your trip. **Your passport must be valid for at least 6 months after the last day of your trip.** We're not responsible for any costs or problems that arise from incorrect or incomplete documents. If you show up without the right papers and can't travel, that's on you, and it's non-refundable.
18. Drugs and Alcohol. We don't allow illegal drug use on our trips, period. We encourage responsible alcohol consumption. If you use illegal substances, we can deny your participation in the trip, and you'll be responsible for all costs associated with getting yourself home.
19. When We Might Cancel. Sometimes we have to cancel or change trips due to safety concerns or circumstances beyond our control. If we do cancel, we'll work with you to find a solution. This might include offering a comparable trip, providing refunds minus any fees we can't recover, or presenting other reasonable alternatives.

20. Your Responsibilities. You need to make sure you have proper insurance, make all payments on time, have the right travel documents, and follow all the terms we've laid out here. We're not responsible for any delays, changes, or costs that happen because of something you did or didn't do.
21. Photos By participating in the trip, you agree that photos taken of you during the experience may be used by NextTribe for marketing, editorial, and promotional purposes. This includes images shared by you in group platforms such as WhatsApp or our shared Google Photo Albums.
22. Parameters of Trip. "Trip" shall be defined as beginning at the stated start time on the first day of the listed itinerary and ending on the stated finish time on the last day of the itinerary. We are not responsible for any events, expenses, or problems that come up outside of the official trip listing dates and times.
23. Hold Harmless (a.k.a. the Legal Stuff) By submitting this form, you agree to the following (yep, we know—it's the legal language our insurance folks and lawyers require): On behalf of yourself and anyone who might represent you (like family members, heirs, or legal representatives), you agree not to hold NextTribe—or anyone working with or for us—responsible for any claims, losses, or damages of any kind that may arise in connection with your trip.
 - This includes (but isn't limited to) things like personal injury, property damage, or anything related to your participation in the trip or the use of your name or image. It also covers any issues that might come up due to actions (or inactions) by third-party providers or other participants.
 - Basically, you're agreeing not to take legal action against us for anything related to the trip, and you release us from any related responsibility.
 - Thanks for understanding—we're just making sure everyone's protected so we can all focus on having a great experience together!

Using Our Website and our Channels on WhatsApp

24. WhatsApp. WhatsApp is free to download, but your phone company might charge you for data usage. When you sync your device with WhatsApp, you're giving us permission to access your information.
25. Content Responsibility. Everything you see or access through our services comes from someone - maybe us, maybe other users. The person who posted it is responsible for it, not us.
26. Our Intellectual Property. All the content on our site belongs to us or our partners. Please don't remove any copyright notices or trademark symbols. Don't use our content for commercial purposes without permission. We also ask that you don't use data mining tools, robots, or similar technology to scrape information from our site. And please don't frame our site within another website.
27. Accuracy Disclaimer. We try hard to keep everything accurate and up-to-date, but we're human and mistakes happen. We can't guarantee that every single piece of information on our site is 100% perfect all the time.
28. Links to Other Sites. We might link to other websites that we don't control. Once you click on those links and leave our site, we're not responsible for what you find there. If you have concerns about external sites, you should contact their administrators directly.
29. User Content Rules. When you post comments or content on our site, in WhatsApp, or in our social media channels, please keep it legal and respectful. Don't post anything unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, hateful, or discriminatory. Don't pretend to be someone else or use a name you're not entitled to use. We have the right (but not the obligation) to remove any content that violates these rules. You might see content from other users that you find offensive - we're not liable for that.
30. Content You Post Becomes Ours. When you post content on our site, we own it (unless separate terms apply). If for some legal reason we can't own it, you're giving us unlimited, worldwide, permanent rights to use it however we want, including the right to sublicense it to others. We can also use your name or username in connection with your content. Make sure anything you post is your original work and doesn't violate anyone else's rights. You're responsible if your content causes any legal problems.

31. Your Feedback. If you give us suggestions or feedback about our services, we own that feedback and you assign ownership to us. We can use it however we want, share it with others, and we don't have to pay you for it.
32. Additional Terms. Some areas of our site might have extra rules that apply. We can update these terms anytime, so it's a good idea to check back occasionally to see if anything has changed.
33. Security. You cannot upload viruses, worms, trojans, or any other harmful code to our site. Don't steal or misuse our data for your own commercial gain. We call all this stuff "Harmful Code," and it includes anything designed to damage, disrupt, or improperly access systems and data.
34. Account Security. Keep your username and password safe and don't use them for anything unauthorized. Pretty straightforward!
35. Privacy. We collect and use your information according to our Privacy Policy. We can retain and use aggregated information that doesn't personally identify you.
36. Age Restrictions. We don't knowingly collect information from anyone under 13. If you're under 18, you should only use our site with a parent or guardian's involvement and shouldn't submit personal information to us. If we find out we've collected information from someone under 13, we'll do our best to delete it.
37. Account Termination. We can end your access to our site or services at any time for any reason. Some parts of these terms will continue to apply even after your access ends.

Legal Stuff (Sorry, We Have To...Just a little more legal wording)

38. Your Agreement. By using our site, you're agreeing to these terms and promising to follow all applicable laws, including and intellectual property laws. If you don't agree, please don't use our site.
39. Government Use. If you're using this for the U.S. government, special restrictions apply. The materials on our site are provided with "Restricted Rights," and government use acknowledges our proprietary rights.
40. "As Is" Disclaimer.

We're really sorry this section has to be in all caps - our lawyers insist on it!

THE MATERIALS, CONTENT ON THIS SITE AND SERVICES ARE PROVIDED "AS IS", "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. NEXTTRIBE SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR ANY CONTENT, MATERIALS POSTED ON THE SITE OR SERVICES. NEXTTRIBE MAKES NO GUARANTEES AS TO UPTIME OR AVAILABILITY OF THE SERVICE. TO THE FULLEST EXTENT POSSIBLE PURSUANT TO THE APPLICABLE LAW, NEXTTRIBE DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OR OTHER VIOLATION OF RIGHTS. THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. NEXTTRIBE IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS, INCLUDING INTERNET CONGESTION, VIRUS ATTACKS, AND DENIAL OF SERVICE (DOS) ATTACKS.

41. Limitation of Liability.

Again, sorry for all the shouting! We know it seems harsh, but it's a legal necessity for us to operate. We promise we're much friendlier than this section makes us sound!

UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL WE OR OUR THIRD PARTY LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA OR PROFIT, ARISING OUT OF THE USE, OR THE INABILITY TO USE, THE MATERIALS ON THIS SITE OR THE SERVICE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. OUR AND OUR LICENSORS' ENTIRE AND AGGREGATE LIABILITY, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED \$100, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. IF YOUR USE OF MATERIALS FROM THIS SITE OR THE SERVICE RESULTS IN THE NEED FOR SERVICING, REPAIR OR CORRECTION OF EQUIPMENT OR DATA, YOU ASSUME ANY COSTS THEREOF. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

42. No Assignment. You can't transfer these terms to someone else without our written permission. Any attempt to do so without our consent is void.
43. Governing Law. These terms are governed by Texas law, excluding conflict of law rules in any state or jurisdiction. The arbitration agreement is governed by federal law. We chose Texas law, but it won't override any mandatory consumer protection laws in your area.
44. Force Majeure. We're not responsible for delays or failures caused by things beyond our control. This includes acts of God, wars, terrorism, invasions, epidemics, pandemics, quarantines, civil unrest, communication breakdowns, internet failures, natural disasters, floods, fires, power outages, government actions, changes in laws, bank failures, lack of raw materials, or labor strikes. If these events affect your trip, special terms may apply.
45. Legal Fees. If we end up in court over these terms, whoever wins gets their reasonable attorney's fees and costs paid by the other side.
46. Headings. The section titles are just for organization - they don't change the legal meaning of anything.
47. Arbitration Agreement. This is really important: If we have a dispute, we'll use arbitration instead of going to court. The arbitration will happen in Austin, Texas, and will be conducted in English by the American Arbitration Association. By using our site, you're giving up your right to go to court and your right to participate in class action lawsuits. If you want to opt out of arbitration, you need to notify us in writing within 30 days of first using our site. Any disputes that don't go to arbitration will be handled in courts in Travis County, Austin, Texas.
48. Entire Agreement. This document is our complete agreement and replaces any previous discussions or agreements we might have had. Everything we've agreed to is right here in these terms.

Questions?

We know this was a lot! If you have questions about these terms, please reach out to us. We're here to help make your travel experience amazing while keeping everyone protected.

Welcome to the NextTribe community!