

TAKIRI TRAVEL TERMS AND CONDITIONS

Introduction	1
Article 1 introduction	1
Article 2 Definitions	1
Before You Book Your Trip	1
Article 3 Information Provided by Takiri Travel	1
Article 4 Information Provided by You	1
Article 5 Travelers Documents, Passports, Visas and Vaccinations	1
Article 6 Baggage	2
Article 7 Insurance Requirements	2
Realisation of the Contract	2
Article 8 Contract is realized	2
Price and Payment	2
Article 9 Price	2
Article 10 Payment: General	2
Article 11 Deposits and Full Payment of Your Trip	2
Article 12 Payment Options	2
Pre Departure Documentation You Receive	2
Article 13 Tickets, Voucher and Itinerary	2
Changes and Cancellation Policies	3
Changes or Cancellations by You	3
Article 14 Changes Requested by You Before the Trip and Substitution	3
Article 15 Changes Requested by You During the Trip	3
Article 16 Cancellation or Termination by You	3
Changes or Cancellations by Us	3
Article 17 Significant Changes by Takiri Travel Before Your Trip	3
Article 18 Other Changes by Takiri Travel	3
Article 19 Accepting or Refusing the Alternative Trip Offer	3
Article 20 Denial of Participation	4
Article 21 Cancellation in case there are not enough participants on a group trip	4
Help, Complaints and Refunds	4
Article 22 During the trip	4
Article 23 After the trip	4
Article 24 Refunds	4
Responsibility	4
Article 25 Limitation of Our Responsibility	4
Article 26 Force Majeur	5
Article 27 Your Personal Responsibility	5
Article 28 Transportation to the Trip Assembly Point	5
Article 29 Travel Advisories & Warnings	5
Article 30 Cultural Differences	5
Article 31 Adventure and Extreme Sports	5
Article 32 Drugs	5
Article 33 Seat Belts	5
Article 34 Your obligations and indemnification by You	5
Article 35 Use of Our Services and Website	5
Applicable Law	5
Article 36 Applicable Law, Choice of Forum, and Severability	5

Introduction

Article 1 introduction

The Terms and Conditions set forth in this agreement constitute the entire understanding and agreement between you the Traveler and Takiri Travel with respect to any and all bookings, reservations, trips, or transactions made with Takiri Travel.

Article 2 Definitions

2.1 The following terms are defined as follows in these Terms and Conditions:

- i. Takiri Travel (We/Us/Our):** the company who advises, informs and mediates in the formation of contracts in the area of travel, in the operation of their business.
- ii. Service provider:** any third party who operates one of the provider services such as the transportation, accommodation, tour and/or other services in the area of travel, with which the traveller enters into a contract and which, with due observance of the applicable Terms and Conditions, is responsible for the performance of the service.
- iii. Traveller(s) (You/Your/Travel Party/Booking Party):** the client, or a party other than the client on whose behalf the client makes a booking and thus enters into a contract and who accepts this contract. All travelers must be 18 years of age or older to travel with us unless they are accompanied by an adult.
- iv. Travel Agreement (Agreement/Contract):** the contract between the you and us in which we make a commitment to provide services in the area of travel to you.
- v. Working Days/Office Hours:** Mondays through Fridays from 9:00 AM to 5:00 PM (Ecuador mainland time zone: GMT -5), with the exception of public holidays recognised in Ecuador.
- vi. Booking costs (Costs/price/moneys/travel sum):** The amount we charge for our services
- vii. Our website:** www.takiritravel.com

2.2 These travel Terms and Conditions are applicable to travel agreements, as defined in law, which the we enter into with one or more travellers.

2.3 These Terms and Conditions can also be declared applicable to other travel services, such as accommodation, car rental and shuttle bus journeys. This must be stated explicitly in the offer, in such cases.

Before You Book Your Trip

Article 3 Information Provided by Takiri Travel

3.1 Takiri Travel accepts no responsibility for general information in photos, folders, advertisements, websites and other information carriers, if these have been drawn up or published by third parties, including when we incorporate that third party information in our own website, photos, folders, advertisements and other information carriers.

3.2 Any mention of specific wildlife in the itinerary or trip details is not a guarantee that it will be seen during the trip.

3.3 We will provide you with all the necessary pre departure documentation. Read more about this in article 13.

Article 4 Information Provided by You

4.1 You must provide, in writing, all information regarding yourself and your traveller party which could be of importance in the conclusion or realisation of the contract in good time, this is before the contract is entered into.

4.2 These informations include the following for each of the travelers in your travel party: names and surnames, nationality, passport number, mobile phone number, email address, insurance company information, and an emergency contact number of a trusted person. We need to be able to contact those last two in case you've suffered an accident or force majeure.

4.3 At the moment of booking, you must inform us in writing about any details which could be of importance to the good realisation of the trip or the services by Takiri Travel regarding your own physical and mental condition, and regarding those capacities or composition of your travel party. This information could include dietary restrictions, allergies, disability, illness, and more.

We may require a medical certificate if you have a special condition. Note that we are not a medical authority. We assume no responsibility for any medical care provided to you. You agree to assume all costs of medical care and related transportation that are provided to you during the trip.

4.4 In case you or your travel party do not comply with these obligations to provide information, this could result in said traveller(s) being excluded from (further) participation in the trip. In such cases, all associated costs will be charged to the you or the respective traveler(s) of your travel party.

4.5 If you or someone in your travel party provide false information and this leads to extra costs for us, we will charge you or the respective traveler(s) of your travel party with the corresponding costs.

Article 5 Travelers Documents, Passports, Visas and Vaccinations

5.1 You are responsible for ensuring that all necessary travel and other documents are valid, effective, and in your possession for the entire trip.

5.2 You are responsible for obtaining the necessary information from the applicable authorities regarding the latest entry requirements, passports and visa obligations, immunizations, vaccinations and other requirements for the destination(s) you are travelling to. You are responsible of checking, in good time before departure, whether or not the previously obtained information has changed. You usually need to be in possession of a passport valid for at least 6 months after date of travel. Vaccinations may be required for (some) the destinations you are visiting.

5.3 While we may provide you with such information as a courtesy, we are not responsible for any errors or omissions as to the information provided.

5.4 If you are unable to undertake all or part of the travel services as a result of incorrect, incomplete, invalid or expired traveler documents, or of not being in possession of those documents, any and all consequences of this will be at your expense. These consequences include delays or changes in your travel services, cancellation costs (non exhaustive). In the event that you must cancel, delay or reschedule your trip due to expired or missing travel documentation, you are responsible for all associated costs to rectify the situation. If you are unable to join your trip, you will not be reimbursed or refunded any amounts as per the cancellation terms listed in these Terms and Conditions.

5.5 If you are unable to undertake all or part of the travel services as a result of incorrect, incomplete, invalid or expired traveler documents, or of not being in possession of those documents, any and all consequences of this will be at your expense. These consequences include delays or changes in your travel services, cancellation costs (non exhaustive). In the event that you must cancel, delay or reschedule your trip due to expired or missing travel documentation, you are responsible for all associated costs to rectify the situation. If you are unable to join your trip, you will not be reimbursed or refunded any amounts as per the cancellation terms listed in these Terms and Conditions.

Article 6 Baggage

6.1 You are allowed to bring one piece of baggage weighing up to 50 lbs (23 kg) and one additional medium/small-sized daypack on the trip. If you need to bring additional baggage, you are responsible for requesting approval from us before your trip begins.

6.2 We are not responsible for securing or protecting your baggage or belongings at any time during any trip.

Article 7 Insurance Requirements

7.1 It is mandatory that all of Takiri's travelers provide proof of current and adequate travel insurance before the trip begins. Travel insurance must cover personal injury, medical treatment, repatriation, and evacuation expenses, including helicopter rescue and air ambulance internationally. The insurance must cover the entire duration of your trip. We strongly recommend and it is your responsibility to be in possession of a proof of this insurance at all times.

7.2 It is recommended that travel insurance also address personal property and trip cancellation coverage. Trip cancellation insurance may be the only means of receiving reimbursement for flights and other non-refundable expenses should a Takiri trip be cancelled for any reason, whether voluntarily by you or as a result of Takiri's actions.

7.3 You are responsible for understanding the specifics of your travel insurance policy, ensuring that it covers all optional and included activities listed in the trip itinerary, and ensuring that there are no exclusion clauses (e.g., air delays due to mechanical issues) that would limit the coverage that you might reasonably need.

7.4 If you have current health insurance coverage, check your insurance policy to see if it provides the coverage described above while traveling outside your country. It is your responsibility to verify your insurance policy details with your insurance provider to ensure Takiri's requirements are satisfied.

7.5 It is also your responsibility to have said insurance. You declare Takiri Travel exempt of all responsibility for any kind of accident, injury, physical problem or death that occurs during the contracted trip, in case you do not have a valid insurance.

Realisation of the Contract

Article 8 Contract is realized

8.1 The contract is realized as a result of your acceptance of our offer, including the Terms and Conditions declared applicable; and us confirming your booking. Without our confirmation, the contract is not realized.

8.2 By booking a trip with us, paying a deposit or accepting this agreement, you accept all of the terms in this agreement on your own behalf and on behalf of all persons listed on the booking, and direct us to perform services for each and every traveler.

Price and Payment

Article 9 Price

9.1 Takiri Travel reserves the right to adjust the price due to a change of:

- the exchange rates applied to the contract, or
- the cost of transportation, including fuel, and/or
- Taxes, fees or levies due for specific services.

We will only adjust the price due to the above reasons up to twenty day before the trip departure date. In this case, we will indicate how the increase has been calculate.

9.2 We cannot guarantee the prices of the services reserved at your request. These prices can be adjusted in accordance with the Terms and Conditions of the service provider. Takiri Travel has no influence on these and cannot bear any responsibility for them. These adjustments will be notified and charged on as quickly as possible.

9.3 All discounts, promotions and reduced pricing are offered and/or applied at our sole discretion. From time-to-time, Takiri Travel may offer reduced pricing on selected trips. The reduced pricing applies strictly to new bookings only. Bookings for which the Traveler has already paid a deposit are locked into their original price and are not entitled to the reduced pricing.

Article 10 Payment: General

10.1 You must pay the amounts owed in a manner and within the period Takiri indicates. This allows us to secure your booking and make all the necessary reservations. We can collect the amounts owed, if necessary on behalf of and for the account of a service provider(s).

10.2 It is your responsibility to pay the amounts due in a timely manner. For certain trips, not paying your deposit or the entire trip cost in time will result in you losing your reservation and possibly deposit.

10.3 Although the timely payment of your trip is your responsibility, we can send you a payment reminder if the (deposit) payment is not made (in a timely manner). Said reminder give you another opportunity to pay the outstanding amount before the indicated date. In case you haven't complied with your financial obligations by the moment stated by us, you will be in default by the operation of law and the contracts will be deemed cancelled, unless otherwise stipulated in the Terms and Conditions of any service providers involved. In that case, Takiri will be entitled to charge the costs related to cancellation, or to settle them against the deposits received. If the travel package is reserved up to 14 days before departure and is not paid on time, the default will be effective immediately. If payment has still not been made by that time, the agreement will be deemed to have been cancelled as of that day. The cancellation fee will be deducted from the amounts already paid.

10.4 Payment of the deposit allows us to hold a reservation for you. It does not guarantee the price.

10.5 Any reimbursements will be made solely to the client.

10.6 Any travel documents will only be issued once full payment has been received by us from you and your travel party.

Article 11 Deposits and Full Payment of Your Trip

The payment of your deposit is used to secure accommodation, vehicles, guides and any reservations needed to fulfill your trip.

Single-day Trips: No deposit is required for single-day trips. Full payment is due at the time of booking.

Galapagos Cruises: If you book a Galapagos Cruise:

- 60+ days prior to the departure date: the deposit equals 30% of the total trip cost. The remaining balance is due no later than 60 days prior to the departure date.
- 60 days or less before the departure date: the entire trip cost must be paid at the time of booking.

Multi-day Group Trips: If you book a multi-day group trip:

- 60+ days prior to the departure date: the deposit equals 30% of the total trip cost. The remaining balance is due no later than 60 days prior to the departure date.
- 60 days or less before the departure date: the entire Galapagos Cruise cost must be paid at the time of booking.

Private Multi-day Trips: If you book a private multi-day trip:

- 60+ days prior to the departure date: the deposit equals 40% of the total trip cost (with a minimum of 500 USD per person). This deposit is non refundable. The remaining balance is due no later than 60 days prior to the departure date.
- 60 days or less before the departure date: the entire trip cost must be paid at the time of booking.

Personalized Trips: If you book a personalized trip:

- 60+ days prior to the departure date: the deposit equals 40% of the total trip cost (with a minimum of 500 USD per person). This deposit is non refundable. The remaining balance is due no later than 60 days prior to the departure date.
- 60 days or less before the departure date: the entire trip cost must be paid at the time of booking.

Local Payments and Optional Activities: At times throughout your trip, it is likely that you will have the opportunity to participate in activities and/or events that are not included in the trip itinerary. These opportunities allow you to customize your experience. All optional activities and/or events are paid for locally and directly to the supplier of the activity, event, or service. You understand and agree that any assistance given by our trip leader, guide or any other staff to help arrange these optional activities or their payment is done in good faith. Takiri Travel makes no representations about the safety or quality of these activities and events, or the standard of the independent operator running it. We do not sponsor or endorse these activities or events, nor can we be held liable for any injury or illness resulting from your participation. If you decide to participate in these events, you do so voluntarily and should take precautions to ensure your own safety. Activities and/or events may include, but are not limited to: vehicle/boat/aircraft trips, walking or guided trips, surfing, fishing, hiking, swimming, zip lining, parasailing, local festivals, concerts, and organized events.

Article 12 Payment Options

12.1 Bookings may be made through the online booking system on our website www.takiritravel.com.

12.2 We also receive payments on our Ecuadorian business bank account. Bank fees may vary depending on your bank policies. You must include all transaction fees in your payment and include a 40 USD Ecuadorian bank fee to your payment.

Beneficiary: Takiri Travel

Beneficiary address: Rábida N25-69 y Santa María, Quito.

Account Number: 2100174644

Type of account: checking account

Bank: Banco Pichincha

Bank address: González Suárez y La Coruña, Redondel/Plaza Churchill

Branch code of the bank: 521

BIC/SWIFTfor PICHINCHA C.A. (AG. GONZALEZ SUAREZ): PICHECEQ 521

12.3 Note that a booking is not accepted and there is no contract between us until we confirm your booking in writing.

Pre Departure Documentation You Receive

Article 13 Tickets, Voucher and Itinerary

13.1 We will provide you all the necessary information about your trip, as well as any tickets, vouchers or travel itinerary you may need.

13.2 In the confirmation of your trip, Takiri will indicate the time at and manner in which we will make the pre departure documentation available to you. If you have booked a trip:

- 30+ day prior to the departure day: you will receive the pre departure documentation at least 5 days before the start of your trip.
- 30 days or less prior to the departure day: you will receive the pre departure documentation at least 1 day before the start of your trip.
- If you would like to have the pre departure documentation earlier, please let us know.

13.3 In the case of air travel, we will provide you the identity of the airline; and the definitive departure and arrival times as soon as possible, and at the latest when we provide you with the pre departure documentation.

13.4 If you and/or your travel party have not received any travel documents by the time specified in the confirmation, you must notify us or the booking office immediately.

13.5 It is important that you carefully read all trip-related documents that you receive from us as soon as you receive them. It is your responsibility to contact us if any information is incorrect. We are not responsible for any errors in documentation if you fail to notify us of any inaccuracies within 1 week of receiving those documents.

13.6 Remember that any travel documents will only be issued once full payment has been received by us from you and your travel party.

Changes and Cancellation Policies

Changes or Cancellations by You

Article 14 Changes Requested by You Before the Trip and Substitution

14.1 All change requests to our itineraries by you can only take place during office hours. You need to do this in writing.

14.2 If you request to change your trip dates or alter your itinerary after we confirm your booking but before your trip departure date, we will consider

whether we can reasonably accommodate your request without any disruption to the (group) trip. It is in our sole discretion whether to accept a change request.

14.3 If we are able to make any requested changes, we will charge you the costs related to this change. The type and scope of change dictates the amount of the costs and such fees can be substantial. Our service providers often impose additional fees or penalties for changes or cancellations. These costs also include any costs we are forced to incur in order to realise the change or cancellation.

14.4 Takiri will notify you in good time of these costs, this is before the change becomes definitive or as soon as possible. All notifications will only be made to the traveler or the travel party.

14.5 Substitution: Takiri Travel does not accept any substitutions. You can however request that we replace you with another person on the trip. In case we explicitly agree to a substitution:

- i. the other person complies with all the conditions to which the contract is subject; and
- ii. the request is submitted no later than 7 working days before departure, or in good time such that the necessary actions and formalities can still be carried out; and
- iii. the Terms and Conditions of the service providers involved in the fulfilment do not preclude such substitution.

In the event that the substitution request cannot be granted, Takiri Travel will notify you to this effect, giving reasons.

14.6 This substitution can lead to extra costs. We will charge you the costs related to this substitution (including any costs we are forced to incur in order to realise the change or cancellation) and an additional administration fee of 50 USD per substitution.

14.7 The travel party, you and the person who is substituting for you are jointly and severally liable vis-à-vis Takiri Travel for payment of the part of the travel sum still owed, the amendment fee and any additional costs resulting from the substitution.

Article 15 Changes Requested by You During the Trip

15.1 All change requests to our itineraries can take place during office hours. Outside office hours, you need to contact our emergency phone. You need to request any changes in writing.

15.2 Requests to change or cancel your trip after commencement can be very difficult to arrange. If you request any changes after your trip's departure date, we will forward this request to our independent service providers. We will work with them to try and accommodate reasonable requests but cannot guarantee that any changes will be possible after your trip has commenced. It is in our sole discretion whether to accept a change request.

15.3 If we are able to make any requested changes, we will charge you the costs related to this change. The type and scope of change dictates the amount of the costs and such fees can be substantial. Our service providers often impose additional fees or penalties for changes or cancellations. These costs also include any costs we are forced to incur in order to realise the change or cancellation.

15.4 Apart of the costs mentioned before, we will also charge you an additional administration fee of 50 USD fee for the time and effort we invest in helping you with these time sensitive requests.

15.5 Takiri will notify you in good time of these costs, this is before the change becomes definitive or as soon as possible. All notifications will only be made to the traveler or the travel party.

Article 16 Cancellation or Termination by You

16.1 You can withdraw from our travel agreement without having to provide a reason within 24 hours of its formation, unless this right is excluded in the offer by use of the term "definitive booking". You cannot withdraw in case the travel agreement has been entered into less than 60 days prior to the departure date, nor in the case of cruises. The term traveller in this context refers exclusively to the main booker.

16.2 To cancel your booking, you must send written notice to us by email at info@takiritravel.com.

16.3 If you cancel your booking, cancellation fees will be applied per person according to the articles below. The dates mentioned below are based on the date we receive your written notification, not when you send the mail.

16.4 We strongly recommend you have comprehensive travel insurance for every traveler within your travel party that includes cancellation coverage so everyone is protected financially in case anything comes up that prevents them from joining the trip.

16.5 Note that if you do not pay the balance of your trip within 60 days prior to departure, your booking will be cancelled, resulting in the loss of all money collected.

16.6 Single Day Trips: We do not offer refunds on single-day trips if you cancel.

16.7 Galapagos Trips (Islands and Cruises): The cancellation policy for Galapagos Cruises only applies to so called Free Itinerary Travelers (FIT's), not for chartered cruises. If you would like to know our cancellation policy for chartered cruises, please contact us at info@takiritravel.com. If you decide to cancel your Galapagos Trip, the following fees apply and are due when we receive notice of your cancellation:

- 120+ days prior to departure: 30% of the total Galapagos Trip cost is non-refundable with a minimum of 100 USD per person.
- 61 to 120 days prior to departure: 50% of the total Galapagos Trip cost is non-refundable.
- 0 to 60 days prior to departure: 100% of the total Galapagos Trip cost is non-refundable.

16.8 Multi-day Group Trips: If you decide to cancel your Multi-day Group Trip, the following fees apply and are due when we receive notice of your cancellation:

- 365+ days prior to departure: 30% of the total trip cost is non-refundable with a minimum of 100 USD per person.

- 131 to 364 days prior to departure: 40% of the total trip cost is non-refundable.
- 61 to 130 days prior to departure: 50% of the total trip cost is non-refundable.
- 0 to 60 days prior to departure: 100% of the total trip cost is non-refundable.

16.9 Private or Personalized Multi-day Trips: If you decide to cancel your private or personalized multi-day trip, the following fees apply and are due when we receive notice of your cancellation:

- 365 or more days prior to departure: 30% of the total trip cost is non-refundable with a minimum of 100 USD per person.
- 131 to 364 days prior to departure: 40% of the total trip cost is non-refundable.
- 61 to 130 days prior to departure: 50% of the total trip cost is non-refundable.
- 0 to 60 days prior to departure: 100% of the total trip cost is non-refundable.

Changes or Cancellations by Us

Article 17 Significant Changes by Takiri Travel Before Your Trip

17.1 Before your trip, we will only change an essential point of our travel agreement as a result of serious circumstances. We will notify you about this change in good time (without any culpable delay on our part).

17.2 We will make you an alternative trip offer that is comparable, if possible. You can accept or refuse this change/alternative trip offer. Please read the applicable conditions in article 19.

Article 18 Other Changes by Takiri Travel

18.1 It is our intention to adhere to the itinerary described. However, on occasions it may be necessary or desirable to make small changes. We can thus cancel, alter or modify without prior notice for any reason.

These reasons include, but are not limited to: weather conditions, safety, comfort of clients, Nation Park regulations, unpredictable local circumstances or events (such as: mechanical breakdown, flight cancellations, illness, strikes, political disputes, and other unforeseeable factors), serious circumstances of circumstance of Force Majeur.

Changes include, but are not limited to: changing hotels and flight schedules according to availability; travel times, replacing or substituting guides; changing accommodations, amenities, transportation, route, schedule, and itinerary

18.2 We will notify you about these changes immediately (without any attributable delay).

18.3 Because we are only making small changes or changing a minor point of the travel agreement, you may not reject this change.

Article 19 Accepting or Refusing the Alternative Trip Offer

19.1 If Takiri Travel is forced to significantly alter or cancel your trip, we will let you know as soon as possible. In these circumstances, you can choose to accept our offer of a comparable replacement trip. This replacement trip is offered at Takiri Travel's sole discretion and subject to availability.

19.2 You need to notify us in writing to info@takiritravel.com as soon as possible and in good time. We may need to make new reservations etc. If we notify you of this change

- i. 14 days or more before your trip starts, you need to inform us of your decision to accept or refuse the alternative offer within 48 hours of receiving the notification.
- ii. 14 days or less before your trip starts, you need to inform us of your decision to accept or refuse the alternative offer without any delay and at least within 24 hours of receiving the notification.

If you do not notify us of your decision within the set period, you will be deemed to have accepted the changes.

19.3 Partial refund or supplemental payments: An alternative trip offer may result in a full or partial refund or require a supplemental payment from you. If the cost of this alternative trip is lower than the price of your original trip, you will receive a refund for the difference in cost. If the cost of the replacement trip is equivalent or higher than your original trip, we might charge you a supplement.

19.4 In case you refuse our alternative trip offer, you are cancelling the travel agreement. The costs for this cancellation are the same as those mentioned under 'Cancellation or Termination by You' above.

19.5 A (partial) refund under this section will constitute full settlement of claims you may have arising out of our cancellation.

Article 20 Denial of Participation

20.1 Takiri reserves the right to deny participation in the trip to any traveler that we, in our sole discretion, judge to be incapable of meeting the rigors and requirements of the trip activities, or whose actions or deportment it judges unsuitable for (group) travel.

20.2 During the trip, Takiri has the right in its sole discretion to remove anyone from the trip or the rest of the trip, who it determines to detract from others' enjoyment of the trip, or who causes hindrance or nuisance to such an extent that a good fulfilment of the trip is or could be impeded. In such circumstances, it cannot be reasonably be expected of us that the contract be complied with.

20.3 The decision of the guide, host or local supplier is final on all matters that may threaten the safety or interfere with the well-being of others.

20.4 Any costs resulting from being removed from a trip or being declined participation in a trip is at your expense.

Article 21 Cancellation in case there are not enough participants on a group trip

Most of our group trip will take place, no matter the amount of participants. In case there is a required minimum number of participants in order to let the group trip go through, we will make this known prior to booking. We will indicate the minimum amount of participants necessary and the date by which all the spots should be filled. In the event those spots are not filled by the indicated date, we can terminate the travel agreement in writing within the period stated in the offer.

Help, Complaints and Refunds

Article 22 During the trip

22.1 If you have any complaints, issues or questions, promptly notify us, the service provider or the trip representative/guide/host so we can try to find a solution. Please report in the following sequence to:

- i. the appropriate service provider;
- ii. the trip representative, guide or host or, if he/she is not present or available;
- iii. Takiri Travel.

22.2 If you've notified the service provider, trip representative, guide or host, and the complaint has not been resolved, and negatively affects the quality of your trip, you need to notify Takiri Travel of this immediately (without any attributable delay), and in writing.

22.3 In the event that you haven't complied with the obligation to notify us immediately in writing, and as a result the service provider, trip representative, guide, host or Takiri Travel have not been given the opportunity to remedy the issue, any entitlement to compensation for loss may be limited or excluded.

22.4.1 If the trip does not proceed according to the expectations you could reasonably have on the grounds of the contract, we will bare the costs arising from this if the failure in the performance of the contract is attributable to us.

22.4.2 If that cause is attributable to you, Takiri Travel is only required to provide help and assistance inasmuch as this can reasonably be expected. Any costs will be at your expense.

22.4.3 If the trip does not proceed according to the expectations you could reasonably have and this is a result of circumstances which are attributable neither to you nor to us, we will each bear our own losses. For us, these consist of, for example, extra staffing costs; for you these consist of, for example additional accommodation and repatriation costs.

Article 23 After the trip

23.1 If you wish to make a claim, submit a complaint, or request compensation for any reason, you must do so within one month after the trip's (or the service used) completion or, after the original date of departure if the trip has not gone ahead. The claim or complaint must be done in writing and be accompanied of any and all supporting documentation, including a copy of the original written complaint, if available. E-mail us at info@takiritravel.com.

23.2 If the claim or complaint relates to the realization of a contract, you must notify immediately, and in any event within one month starting from the day you taking cognizance of the facts to which the claim or complaint relates.

23.3 Any claim or complaint has to be submitted in good time. Claims or complaints received by Takiri Travel after this deadline will not be accepted or reviewed, unless you cannot reasonably be blamed for this.

23.4 Takiri Travel will issue a substantive response no later than one month after receipt of the complaint. The response time may be delayed in case we rely on receiving adequate information of any operators.

Article 24 Refunds

24.1 We will not provide any refunds for:

- i. any unused portion of a trip once the trip begins, including but not limited to if you leave a trip for any reason, miss the trip's departure date or any activity, meal or accommodation, or have to be removed from a trip.
- ii. changes to the itinerary before or during the trip.
- iii. mechanical issues affecting any form of transportation during the trip.
- iv. substitution of facilities or personnel.
- v. If you are unable to undertake all or part of the travel services as a result of incorrect, incomplete, invalid or expired traveler documents (including but not limited to passports, visa, proof of immunizations and vaccination or insurance) or of not being in possession of those documents.
- vi. any differences in price paid by other passengers for the same trip.
- vii. Decisions by any third party that affect the normal course of a trip, including but not limited to decision by the service provider, a government or National Park authority.
- viii. Any other circumstances that may arise before or during your trip that are beyond our control.
- ix. Any other reasons mentioned in these Terms and Conditions.

24.2 There are no exceptions to this cancellation and refund policy, including for reasons related to weather, civil strife, personal, family or medical emergencies or any other circumstances beyond our control.

24.3 Refunds will only be paid to you once we have received the funds back from our service suppliers.

24.4 For this reason, we highly recommend that you purchase trip cancellation and interruption insurance.

Responsibility

Article 25 Limitation of Our Responsibility

25.1 Takiri Travel does not accept any liability for actions and/or omissions of the service provider(s) involved, or for the correctness of the information provided by this/these service provider(s).

25.2 We also do not accept any responsibility for photos, folders, advertisements, websites and other information carriers, inasmuch as these have been drawn up or published under the responsibility of third parties, even if we includes that information in our own pre departure documents, on our website or in any other document.

25.3 The information, software, products, and services provided by us or our suppliers or published on our website may include inaccuracies or errors, including pricing errors. We do not guarantee the accuracy of, and disclaim all liability for any errors or other inaccuracies relating to such information that appears on our website. We expressly reserve the right to correct any pricing errors on our website and/or on pending reservations made under an incorrect price. In such event, if available, we will offer you the opportunity to keep your pending reservation at the correct price or we will cancel your reservation without penalty.

25.4 Any ratings for suppliers are intended only as general guidelines, and we do not guarantee the accuracy of the ratings. We make no guarantees about the availability of specific products and services. We make no representations about the suitability of the information, software, products, and services provided by us or contained on our website for any purpose. The inclusion or offering of any products or services by us does not constitute our endorsement or recommendation of such product or service. All such information, software, products, and services are provided "as is" without warranty of any kind. We disclaim all warranties that our website, its servers or any email sent from us, or our suppliers, are free of viruses or other harmful components. We hereby disclaim all warranties and conditions with regard to this information, software, products, and services, including all implied warranties and conditions of merchantability, fitness for a particular purpose, title, and non-infringement.

25.5 We are not liable for the acts, errors, omissions, representations, warranties, breaches or negligence of any suppliers or for any personal injuries, death, property damage, or other damages or expenses resulting therefrom.

25.6 Manifest errors and/or mistakes are not binding on us. Such errors and mistakes should be recognisable as such at first sight from the point of view of the average traveller.

25.7 In no event shall we be liable for any direct, indirect, punitive, incidental, special, or consequential damages arising out of, or in any way connected with, your access to, display of or use of this website or our services or with the delay or inability to access, display or use our website whether based on a theory of negligence, contract, tort, strict liability, or otherwise, and even if we have been advised of the possibility of such damages.

25.8 We have no liability and will make no refund in the event of any delay, cancellation, overbooking, strike, theft, force majeure, failure of any means conveyance to arrive or depart as scheduled, civil disturbances, terrorism or other causes beyond our control, and we have no responsibility for any additional expense, omissions, delays, re-routing or acts of any government or authority.

25.9 At no point, and under no circumstances, are we responsible for payments or costs relating to external services such as flights, accommodations, services, car service, or any other part of travel that was booked and paid for externally to Takiri Travel. We are not obligated to alter any trip itinerary or suspend a trip's commencement for any reason that prevents you from joining a trip as planned.

25.10 Takiri Travel is not responsible for injuries, death or any other damage caused under any circumstances by you or anyone of your travel party.

25.11 The exclusions and limitations of liability contained in this article also apply to the staff of the travel agent.

25.12 In the event that a service included under the travel agreement is subject to an international convention or international regulation, our responsibility, will be excluded or limited according to said convention or regulation.

25.13 The liability for loss against which you are insured (for example by taking out travel and/or cancellation insurance or health insurance), and liability for loss which you might suffer in the context of the performance of a profession or the operation of a business (including loss resulting from missing connections and/or not arriving on time at the destination) are excluded.

25.14 If, despite the limitations and exclusions in these Terms and Conditions, we are found liable for any loss or damage which arises out of or in any way connected with any of the occurrences described above, then our liability will in no event exceed one time the travel sum you paid to us.

Article 26 Force Majeur

26.1 We will not be deemed in breach of this agreement or otherwise liable to you, by reason of delay in performance or nonperformance of any of our obligations under this agreement to the extent that any such delay or nonperformance is due to any Force Majeure. This means any circumstances beyond our reasonable control, including without limitation acts of nature, terrorist activities, insurrection, explosion, flood, tempest, forceful wind, fire or accident, war or threat of war declared or undeclared, sabotage, civil disturbance, labor strikes, requisition, sickness, quarantine, government intervention, weather conditions, and unforeseen circumstances.

26.2 If we and any of our suppliers are affected by Force Majeure, we and our suppliers shall be entitled to, and may in our sole discretion, vary or cancel any itinerary or arrangement in relation to the trip.

26.3 Regarding civil unrest, once we have investigated the prevailing situation, as we deem fit, it shall remain in our sole and absolute discretion whether to proceed with the trip.

26.4 You are responsible for understanding the risks of injury associated with force majeure or acts of providence such as wars, internal commotion, protests or strikes, terrorism, fire, natural disasters, public authority decisions, or any other extreme circumstances. You accept that Takiri Travel will not be responsible for loss, injury or damage to person or property for any of the above causes.

Article 27 Your Personal Responsibility

You are responsible for purchasing the style of trip that fits your desired comfort level and participating in activities that are suitable for your fitness level and capabilities. By making a booking, you acknowledge that Takiri Travel's trips are adventurous by nature and may involve a significant amount of personal risk.

Article 28 Transportation to the Trip Assembly Point

You are responsible for making your own arrangements to arrive at the trip assembly point.

Article 29 Travel Advisories & Warnings

29.1 While we continuously monitor the areas we visit as reasonably possible, it is your responsibility to become informed about the areas where you are about to travel to including any travel advisories and warnings issued by government authorities in your country.

29.2 You are responsible for protecting your own well-being and personal property before, during, and after your trip. This includes ensuring any and all vaccinations, inoculations, or prescribed medications are taken as directed by your local doctor and/or travel clinic for the areas visited.

29.3 All information we provide is given in good faith.

Article 30 Cultural Differences

You acknowledge that traveling to international destinations will expose you to unique situations and experiences that are different than those you are familiar with in your home country. These differences enhance the experience and adventure of your trip, and typically involve cultural and social aspects of the region such as food, drink, attire, and local laws. Takiri Travel and your guide or host will discuss these differences during your trip, but you also have a responsibility to do your own research and act responsibly while traveling. You are thus responsible for understanding and accepting the social risks that travel to and around your destination implies

Article 31 Adventure and Extreme Sports

You are responsible for understanding and accepting the risks of practicing extreme sports including but not restricted to mountain biking, rafting or tubing, climbing, mountain sports, trekking, camping, rappelling or canopy, horse-riding, snorkelling, diving and any other activity or sport where there is contact with nature.

Article 32 Drugs

We do not tolerate drug use of any kind during our trips and strongly encourage responsible alcohol consumption. This policy is in place for your safety and those traveling with you. We want you to have fun and encourage you to take advantage of the local culture, but we emphasize safety as a top priority.

Article 33 Seat Belts

To ensure the safety of our Travelers, local hosts and guides, we recommend that everyone stay seated and wear their seatbelts at all times while riding in any vehicle that is in motion. This recommendation is not only for your safety but also for the safety of everyone else in the vehicle. It is noted that some vehicles internationally may not be equipped with these restraints as accepted by local laws. Takiri Travel and our transportation suppliers remain focused on protecting your safety, but they cannot be expected to constantly check to make sure everyone is buckled prior to moving a vehicle. Therefore, it is your responsibility to remain seated and wear your seatbelt properly and at all times while the vehicle is in motion.

Article 34 Your obligations and indemnification by You

34.1 You are required to comply with all instructions issued by us, our service providers; and guides/hosts, and are liable for damage or loss caused by your actions. This is to be evaluated according to the standard of the conduct of a well-behaved traveller.

34.2 You agree to indemnify us and our affiliates, and any of our service suppliers, and any such parties' officers, directors, employees and agents from and against any claims, causes of action, demands, losses, damages, or other costs, (including reasonable legal and accounting fees) brought by you or third parties as a result of:

- i. your breach of this agreement,
- ii. your violation of any law or rights of any third party, or
- iii. your use of our website.

Article 35 Use of Our Services and Website

35.1 You agree you will only use our website or services to make legitimate reservations or purchases and shall not make speculative, false or fraudulent reservations or reservations in anticipation of demand. You will only use our website and services in compliance with applicable law.

35.2 Without our prior written permission, you may not:

- i. access, monitor or copy any content or information on our website using any robot, spider or other automated or manual device or program
- ii. deep link to any portion of our website, or
- iii. frame or incorporate any portion of our website into any other website.

35.3 Our website may contain links to third party websites that we provide only as a convenience to you. You should take precautions to ensure that whatever links you access are free of viruses, worms, trojan horses or other destructive mechanisms. The existence of these links does not imply that we endorse such websites or any included content. We are not responsible for such websites or content or any data privacy practices of such websites.

Applicable Law

Article 36 Applicable Law, Choice of Forum, and Severability

36.1 Jurisdiction over any dispute arising out of, in connection with, or relating to this agreement and/or the transactions and relationships among the parties contemplated by this agreement shall be filed exclusively before the competent court in Quito, Ecuador. This must be done no later than twelve months after submitting your complaint. You agree to personal jurisdiction in the specified forum.

36.2 All rights of claim will lapse one year after the end of the travel package or, if the travel package did not take place, one year after the original date of departure.

36.3 Ecuadorian law is applicable to the contracts entered into, amended or supplemented on the basis of these travel Terms and Conditions, unless another country's law is applicable under mandatory rules.

36.4 Ecuadorian courts are competent to hear such disputes, to the exclusion of courts in all other countries, unless another country's courts are competent under mandatory rules.

36.5 If any portion of this agreement is determined by a court to be null and void, the remaining portions of this agreement shall nevertheless remain valid and binding upon the parties. You also agree that this agreement is intended to be as broad and inclusive as permitted under applicable law. You agree that if any portion of this agreement is found to be void or unenforceable, the remaining provisions shall remain in full force and effect.