

Between the company TUCAYA COSTA RICA 200 meters South of plaza del Sol and 100 meters West, building on the left, bell 6, Curridabat, 1071 Costa Rica registered in the Property Registry with legal identification number 3101602779. Registered with the Costa Rican Tourism Institute (ICT).

Represented by Mr. Herve BAUDIER, in his capacity as manager, duly authorized for this purpose. You can contact the company by e-mail by clicking on the contact form accessible via the home page of the site. Hereinafter referred to as "the Seller" or "the Company".

On the one hand,

And the natural or legal person who acquires products or services from the company, hereinafter "the Buyer", or "the Customer" Moreover, has been exposed and agreed as follows:

### **PREAMBLE**

The Seller designs touristic services throughout Costa Rica and in the countries in which Tucaya operates on its own or through tourist distributors exclusively for consumers, marketed through its website (<http://www.tucayatravel.com>).

The list of countries and tourist services offered by the Company can be consulted on the website mentioned above.

### **Article 1: Purpose and general provisions**

These General Terms and Conditions of Sale determine the rights and obligations of the parties in relation with the online sale of Products offered by the Seller.

These General Terms and Conditions (GTC) apply to all sales of Products, carried out through the Company's website, which is an integral part of the contract between the Buyer and the Seller. The Seller reserves the right to modify the conditions at any time by publishing a new version on its website. The then applicable GTCs are those in effect on the date of payment (or first payment in the case of multiple payments) of the purchase order. These General Terms and Conditions may be consulted on the Company's website at the following address: [www.tucayatravel.com](http://www.tucayatravel.com).

The Company also ensures that their acceptance is clear and unreserved by setting up a checkbox and a validation click. The Customer declares that he has read all these General Terms and Conditions of Sale, and where applicable the Special Terms and Conditions of Sale relating to a product or service, and accepts them without restriction or reservation. The Client acknowledges that he has received the necessary advice and information to ensure that the offer meets his needs. The Client declares that he is in a position to enter into a legal contract under the laws of Costa Rica or to validly represent the natural or legal person for whom he undertakes. In the absence of proof to the contrary, the information recorded by sending the total invoice for the purchased service constitutes proof of acceptance of the product.

### **Article 2: Prices**

The prices of products sold through email exchanges are indicated in (USD) Dollars and precisely indicated on the document of descriptions of the proposed Circuit. They are also designated in US Dollars (USD) all taxes included (VAT + other possible taxes) on email exchanges that gives written acceptance for the acquisition of contracted touristic products, and excluding specific shipping costs. The price is calculated with the taxes of the countries in force on the services sold on the invoice. Taxes are required in some cases. These duties and sums are not the responsibility of the Seller. They will be borne by the Buyer and are his responsibility (declarations, airport taxes, baggage charges, weight surcharges, and generally anything not noted in our price included.).

The Seller therefore invites the Buyer to inquire about these aspects with the local authorities corresponding to its non-contracted services.

### **Article 3: Conclusion of the online contract**

The Customer shall follow a series of steps specific to each Product offered by the Seller to be able to complete his order. However, the steps described below are systematic: ➤

Information on the essential characteristics of the Product; ➤ Product Selection, if necessary of its options and indication of the Customer's essential information (identification, address, etc.); ➤

Acceptance of these General Terms and Conditions of Sale. ➤ Verification of the elements of the order and, if necessary, error correction. ➤ Follow-up of payment instructions, and payment of the products. ➤ Product delivery The Customer will then receive confirmation by email of payment for the order, as well as an acknowledgement of receipt of the order confirming it. He will receive a PDF copy of these general terms and conditions of sale. For the products delivered, this delivery will be made to the address indicated by the Customer. For the purpose of good execution of the order, and in accordance with Article 1316-1 of the Civil Code, the Client undertakes to provide its true identifying information. The Seller reserves the right to refuse the order, for example for any abnormal request, made in bad faith or for any legitimate reason.

### **Article 4: Products and Services**

The essential characteristics of the goods, services and their respective prices are made available to the Buyer through the various e-mail exchanges with the company. The customer certifies that he has received a detailed description of the stay as well as the terms of payment, date of travel and execution of the contract. The Seller undertakes to honor the Customer's order within the limits of available Product stocks only. Failing this, the Seller shall inform the Customer. This contractual information is presented in detail and in French. In agreement with the service sold to the customer following his authorization, they are summarized and confirmed during the validation of the order. The parties agree that illustrations or photos of products offered for sale have no contractual value. The validity period of the Products' offer and their prices are specified on the Company's websites, as well as the minimum duration of the contracts offered when they relate to a continuous or periodic supply of products or services. Except in the case of special conditions, the rights granted hereunder are only granted to the natural person signing the order (or the person holding the email address provided) In accordance with the legal provisions regarding conformity and hidden defects, the Seller shall refund or exchange products that do not correspond to the order under the cancellation conditions.

### **Article 5: Title Retention Clause**

The Seller is subject to the ethical rules and laws of the country where it operates and undertakes to respect the rules and conditions of each of its selected suppliers: hotels, bars, restaurants, carriers, museums, car rentals, guided tours, tourist attractions, and any other entity that has been contracted in a program organized by the Seller.

### **Article 6: Unilateral liability of the Buyer**

Each customer is required to comply with the police regulations, customs and health regulations at all times during the trip. Under no circumstances can the Seller replace the individual responsibility of his customers, who must assume responsibility for obtaining all administrative formalities before departure (passport valid 6 months before and after the date of return from the trip) and for the entire duration of the trip, including the completion of consular procedures, customs and health formalities. The failure to comply with these rules, the impossibility of the Customer to submit documents in good standing, any delay or non-acceptance in the territory imply the sole responsibility of the participant, who will bear the costs incurred.

### **Article 7: Terms of delivery**

The circuits will be confirmed as indicated in the sold program at the time of first payment and upon receipt of funds in the bank account of the receiving agency. Changes of hotels or services may occur at the time of booking for hotels, it is understood that this will be done on the same categories or levels of services depending on the availability of suppliers with the prior agreement of the Buyer. In the event of failure of a service provider's service during the performance of a sold service (hotels, restaurants or activities), the Seller undertakes to replace the services with a type of hotel or services for equivalent product or the Seller then reimburses the non-replaced service (hotels, restaurants or activities).

### **Article 8: Availability and presentation**

Orders will be processed within the limits of availability and or subject to stocks available from the suppliers. In the event of unavailability of a service provider for the chosen period, the Customer will be immediately informed of the availability of confirmation of the stay and this service may be cancelled and replaced. In the event of unavailability, the Customer may then request a credit note for the amount of the service or its refund according to the cancellation conditions.

### **Article 9: Payment**

Payment is due immediately upon order, including for pre-order products. The Customer may pay by credit card or bank check. Cards issued by banks domiciled outside Costa Rica must be international bank cards (Mastercard or Visa). Secure online payment by credit card is made by our payment provider. The information transmitted is encrypted according to the rules of the art and cannot be read during transport to the Banco Nacional de Costa Rica's network. Once the payment has been initiated by the Customer, the transaction is immediately debited after verification of the information. By providing his bank details at the time of sale, the Customer authorizes the Seller to charge his card for the amount relating to the price indicated. The Customer confirms that he is the legal holder of the card to be debited and that he is legally entitled to use it. In the event of an error, or if it is impossible to charge the card, the Sale is immediately cancelled by operation of law and the order cancelled.

### **Article 10: Conditions and deadlines for cancellation.**

◊ The reservation guarantee for the stay, which represents 10% of the total amount of the stay, is not refundable ◊ Whatever the cause, any delay in payment in relation to the scheduled dates may automatically lead to the cancellation of the services. ◊ Any cancellation must be notified in writing.

◊ For any cancellation will be applied the following cancellation charges:

Complete cancellation of the stay for one person or for the whole group:

<b>Moment of cancellation</b>	<b>Cancellation charges</b>
After receiving payment	10 % of the price of the stay per person
From 60 to 45 days before day of arrival	15% of the price of the service
From 44 to 25 days before day of arrival	30% of the price of the service
From 24 to 16 days before day of arrival	50 % of the price of the service
15 days before day of arrival	100 % of the price of the service

\* Attention: according to the more restrictive policies of some service providers, we reserve the right to modify this schedule with written information sent in advance to the client.

◊ The final rooming-list must be delivered at the latest **45 days** before the clients' arrival.

### **Article 11: Guarantees**

The Seller shall refund the Buyer or exchange the products if the hotel arrangements cannot guarantee the availability or service purchased at the time of the first payment and within the time limit set for confirmation of the services.

#### **Article 12: Complaints**

If necessary, the Customer may submit any complaint by contacting the company by means of the contact details [info@tucaya.com](mailto:info@tucaya.com) and [costarica@tucaya.com](mailto:costarica@tucaya.com)

#### **Article 13: Intellectual Property Rights**

Trademarks, domain names, products, software programs, images, videos, texts or more generally any information subject to intellectual property rights are and remain the exclusive property of the Seller. No transfer of intellectual property rights is made through these GTC. Any total or partial reproduction, modification or use of these properties for any reason whatsoever is strictly prohibited.

#### **Article 14: Force Majeure Clause**

In the event of exceptional and unavoidable circumstances in the country, it is the Buyer's responsibility to notify the Seller of any problems encountered during his stay in order to relay with local service providers. The Seller is not responsible for additional costs or damages caused by itinerary changes due to natural phenomena, travelers decisions, damage or defection of service providers provided by third parties but will implement coordination services to assist the Buyer in accompanying and coordinating the stay for the good process of its changes by providing an emergency telephone number of the Seller and the provision of its operational services.

#### **Article 15: Invalidity and amendment of the contract**

If one of the stipulations of this contract is cancelled, this cancellation will not result in the cancellation of the other provisions that will remain in force between the parties. The Seller cannot be held responsible for any contractual modifications made by the Buyer during his stay. The Buyer will bear all additional costs.

#### **Article 16: Protection of personal data**

By adhering to these general terms and conditions of sale, the Buyer consent to the collection and use of this personal information by us for the purpose of fulfilling this contract. By entering your email address on one of the sites in our network, you will receive emails containing information and promotional offers about products published by the company and its partners. You can unsubscribe at any time. To do so, simply click on the link at the end of our emails or contact the controller ([info@tucaya.com](mailto:info@tucaya.com)) by email. We monitor traffic on all our sites. To do this, we use tools such as <https://mailchimp.com/> .

#### **Article 17: Applicable law**

All clauses contained in these general terms and conditions of sale, as well as all purchase and sale transactions referred to therein, shall be subject to the law of Costa Rica.