

TERMS AND CONDITIONS OF THE TRAVEL SERVICES PURCHASE AGREEMENT

CLAUSE ONE - GENERAL CONDITIONS

1.1. This contract was formulated in the light of the principle of good faith, with clear and easy-to-understand clauses, aiming to provide transparency and full knowledge of the contracting terms by the contracting party, in accordance with the legal provisions of the Consumer Protection Code and the Normative Deliberation of Embratur nº 161/85.

1.2. The contractor declares that he has read and understood the clauses and terms of this contract before signing it, so that he expressly agrees with the General and Specific Conditions established herein.

1.3. The contracting party also declares that it is aware that the contracted party is a provider of tourist services, and acts as an intermediary for tourist services offered by third-party suppliers without any legal relationship, being limited, therefore, to the conditions established by said suppliers, not having interference or responsibility over the tariffs practiced, services offered or conditions established for the contracting of services that are, only, presented by the contracted party to the contracting party as an option of free choice for their trip.

1.4. The contractor ensures that it will always make its best efforts to present the best service options for the contractor's choice, as well as to ensure that the services and packages chosen and contracted can be enjoyed in an adequate and safe manner, in order to reach expectations. deposited at the time of hiring.

1.5. The contracting party hereby declares that it is aware that the contracted party, as a mere intermediary for contracting specific travel packages or services, has no responsibility for events that occurred during the course of the trip, especially for accidents or personal injuries of any nature. resulting from the practice of sports, especially those considered "extreme" and risky.

1.6. In this sense, the contractor advises and directs the contractor to take out reliable insurance, so that he can be properly insured and assisted in the event of an eventual fatality that puts his physical state at risk, especially, but not exclusively, if the purpose of the trip is to practice sports of any kind.

1.7. The contractor is also not responsible for any misplacement, loss or damage caused to belongings, luggage and sports equipment owned by the contractor, whose responsibility for proper custody, adequate transport and integrity of belongings, luggage and materials is entirely and exclusively of the companies chosen by the contracting party in the acquisition of the specific service or travel package acquired through the contracted party.

1.8. The contractor also guides and advises the contractor to opt for specific insurance for belongings, luggage and sports equipment, so that it is properly supported, as well as so that it can be reimbursed in case of any damages resulting from loss, theft or misplacement of goods. during the trip.

1.9. The contracting party declares that it has been duly informed that, in case of alteration or withdrawal regarding the contracted service or package, it will be subject to the pre-defined conditions by the service providers for these cases, with the contracted party not having any interference or responsibility for the conditions and /or fines applied as a result of any change or cancellation of the service or service package by the contracting party.

1.10. The contracting party is also warned, in this act, and expresses its agreement, that especially for group travel services or package of services, there will be fixed penalties in case of withdrawal or alteration of the conditions initially contracted, especially in order not to frustrate and harm the other contracting parties of the group package, as the prices and conditions offered especially for the group depend, necessarily, on the confirmation of participation of all interested parties.

1.11. The contractor, for technical and operational reasons, reserves the right to promote the adjustments and changes that may be necessary regarding the itinerary and other conditions initially contracted, in order to guarantee the maintenance of the service, without any prejudice to the contractor, always observing to legally imposed limitations and conditions.

1.12. The contractor will not be held responsible for any changes or cancellations. in the service or package of services acquired by the contracting party due to acts of God or force majeure, such as strikes, wars, demonstrations, quarantines, epidemics, pandemics, natural phenomena, meteorological issues, and other situations about which it does not have, nor can have any kind of interference or control.

CLAUSE TWO - SPECIFIC CONDITIONS

2.1. Booking _____

2.1.1. The reservation request must be made in writing and accompanied by the initial deposit of the deposit per passenger (reservation deposit), under penalty of not guaranteeing the intended reservation.

2.1.2. In case of reservation made 7 (seven) days or less before the date of travel, full payment of the service or package of services chosen by the contracting party must be made, under penalty of not guaranteeing the desired vacancy.

2.1.3. Reservations will observe the order in which the reservation request is received in writing, accompanied by the respective proof of payment of the reservation deposit, and will be limited to the number of vacancies available for each service or package of services.

2.1.4. If the number of available spaces has ended prior to sending the written reservation request accompanied by the respective proof of payment, the contracted party reserves the right to refund any amount paid, however, the reservation may be used for another service or travel package. services chosen by contractor.

2.2. Air Ticket

2.2.1. The air ticket issued by the airline chosen by the contracting party is the physical expression of the air transport contract, and is therefore governed by international civil aviation standards approved by Brazilian legislation (Warsaw Convention) and by the Brazilian Aeronautical Code .

2.2.2. The contractor will only be responsible for presenting the conditions established by the airlines, whose effective contracting of the air transport service will be the contractor's free choice.

2.2.3. The airline tickets purchased by the contractor through the contractor will observe the rules, values and conditions stipulated by the airline itself in accordance with the applicable legislation, with the chosen company being solely and exclusively responsible for the service in question.

2.2.4. The contracting party must strictly follow the conditions established by the chosen airline, as well as observe the dates and times indicated on the vouchers/tickets issued, showing up with the minimum advance required for boarding, with all the documentation indicated by the company as necessary.

2.2.5. The contractor declares that he is being advised, in this act, to verify all the conditions, dates, times, deadlines and all the documentation required by the chosen airline, so that he does not have any problems, setbacks or obstacles to boarding on the date scheduled for the flight.

2.2.6. The reservation or acquisition of airline tickets through mileage programs must be carried out directly between the contracting party and the airline chosen by him, and the contracted party is not responsible for counting or debiting mileage points, or even for the suitability of the chosen airline ticket. directly by the contracting party without the participation of the contracted party.

2.2.7. Any charge or additional fee arising from the transport of extra luggage or any equipment will be charged directly by the airline to the contracting party, with the contractor not having any interference or responsibility for such charges.

2.2.7.1. The contracting party declares, in this sense, that it is being alerted, in this act, about the possibility of additional charges arising from baggage transport services, the incidence of which will or will not depend on the specific policy of each airline, which is why it is advisable that the contracting party inform yourself in advance about the possibility of such charges.

2.2.8. The contracting party declares to be aware that the purchased airline ticket may have its initial schedule changed by the airline, which must previously inform the contracting party about the change made, subjecting itself, in this case, to the rules of the chosen airline and to the applicable Brazilian legislation .

2.2.9. In case of cancellation, non-attendance or alteration of the airline ticket chosen by the contractor, all conditions and penalties provided for in the rules of the chosen airline will apply, over which the contractor has no interference.

2.2.10. The contractor hereby informs the contractor that in cases of promotional airline tickets, with discounts or exclusive conditions, it is usual not to give the possibility of rescheduling, changing or canceling the ticket, so that the contractor has unequivocal knowledge that he will have to bear the applicable penalties if you purchase a ticket under these conditions and decide to reschedule, change or cancel the ticket.

2.2.11. Under no circumstances will the contractor be held responsible for the terms and conditions applied by the airline chosen freely by the contractor, for whose damages eventually caused it is solely and exclusively responsible, and the contractor will only assist the contractor with all the information that fits it.

2.3. Maritime Transport and Accommodation

2.3.1. The specific package or service chosen by the contracting party may include transport and/or accommodation in vessels destined for such purposes, always at the choice of the contracting party.

2.3.2. When opting for contracting transport and/or accommodation on vessels, the contracting party declares to be aware of the factors and circumstances that involve maritime transport and stay, such as the possibility of malaise, seasickness, climate variation, storms, windstorms, which will not give the right to withdraw or return values.

2.3.3. The contractor is solely responsible for choosing the vessel, whose characteristics are presented to him at this time, with which he expresses his full agreement in the act of signing this contract.

2.3.4. Maritime transportation and accommodation will depend on favorable weather conditions, with the Captain being the only person qualified and responsible for deciding on the possibility of departure and navigation in a given weather/maritime condition.

2.3.5. The possibility of climate variation does not entitle the contractor to withdraw or cancel the contract, except if, by decision of the captain, departure and/or navigation is not possible under certain conditions.

2.3.5.1. In this case, the maritime transport/accommodation service may be rescheduled, observing the conditions stipulated by the shipping company responsible for the vessel, on a date to be defined, observing the difference in the tariff variation.

2.3.6. In the case of postponement of the specific contract related to maritime transport and accommodation, the contracting party must verify the conditions for the postponement/ rescheduling of the other services included in the chosen package, subject to the specific conditions of each company providing the service included in the package.

2.3.7. The custody of goods and belongings of the contracting party during transport and/or accommodation on the vessel is their sole responsibility, and it is up to them to verify, in advance, the possibility of storing certain luggage, devices and equipment, especially those that are more fragile due to weather conditions or those intended for the practice of certain sports.

2.3.8. It is the contractor's responsibility to verify and provide, in advance, all the documentation required for boarding, as well as for the stay on the vessel, also observing the legislation and local requirements of each country to which it will be destined.

2.3.9. The vessel will depart to the contracted destination on the date and time previously scheduled and informed to the contracting party, so it is their responsibility to appear on said date, with the minimum advance required by the company responsible for the vessel, under penalty of not embarking, without any right to reimbursement and/or discount on the price of the package/service.

2.4. Accommodation

2.4.1. The accommodation chosen by the contractor is his sole responsibility, it is up to the contractor, only, to present the accommodation options available for hiring, in the profile indicated by the contracting party.

2.4.2. The contracting party must observe the entry (*check-in*) and exit (*check-out*) times of the chosen accommodation, as well as the other rules and possible additional services offered by the establishment, such as room service, transfer and parking, among others, to understand, in advance, whether the accommodation suits your needs.

2.4.3. The contracting party declares to be aware that the accommodation chosen may change, so that it may be relocated to another room or establishment, as long as the same category as the one initially chosen by the contracting party is maintained.

2.4.4. Any dissatisfaction of the contracting party with the chosen room/establishment will not give any right to reimbursement, and the contracting party must adjust any subsequent modification directly with the contracted establishment, observing the alteration or cancellation rules applicable by the establishment.

2.4.5. The contracting party declares to be aware that the alteration and cancellation policies are the establishment's own, and the contracted party has no interference or responsibility for such policies.

2.5. Transfers and Car Rental

2.5.1. The transfer service is contracted separately by the contracting party, who declares that he has verified with the chosen lodging establishment that such service is not included in the price of the lodging.

2.5.2. The contracting party must verify the pre-established conditions for the transfer service, such as the waiting time in relation to the adjusted time, travelable distances and possible conditions for delay, alteration or cancellation of the service, over which the contracted party has no interference. or responsibility.

2.5.3. The contracting party declares that it previously checked the availability of the car rental service, prices and reservation and payment conditions, especially considering the destination and time of travel.

2.5.4. The contracting party must be aware that, in relation to the leased car, it must be carrying the necessary documentation to use the service, without which it will not be allowed to remove the vehicle, being certain that obtaining and possessing all the necessary documentation for this is the sole responsibility of the contracting party.

2.5.5. The contractor also declares that he is aware that, in addition to all the documentation required for picking up and driving vehicles, he must carry a credit card with a sufficient limit to offer guarantees eventually required by vehicle rental companies.

2.5.6. Any exchange or alteration of the vehicle chosen by the contracting party will depend, among other factors, on the availability of the company providing the service, as well as on the payment of any applicable tariff differences.

2.5.7. Having carried out the vehicle rental in a group of people with cost sharing, the withdrawal of one will not imply the return of the amount paid to the one who withdrew, except if the other members of the group agree, when the returned amount will be passed on as a cost to the others. group members.

2.5.8. The contractor is not responsible, under any circumstances, for the loss, theft, theft or misplacement of goods left inside the contracted vehicle, and the contractor is responsible for contracting specific insurance for this purpose.

2.6. Travel insurance

2.6.1. The contracting party has the option of contracting Travel Insurance, personal and/or property, with the insurance company of their choice and free choice, in order to guarantee full coverage for any incidents that cause physical damage, disability, death, loss, theft or loss of goods and luggage, as well as the need for medical care and/or hospitalization.

2.6.2. Although contracting Travel Insurance is optional for the contracting party, he hereby declares that he has been duly warned and instructed by the contracted party to contract said insurance, inasmuch as insurance coverage is advisable for travelers, especially for those who will travel trips to practice sports of any kind.

2.6.3. The contracting party assumes, fully and exclusively, responsibility for choosing not to take out any insurance for the scheduled trip, being fully aware of the risks involved in the absence of insurance coverage in a foreign country.

2.6.4. The contracting party is also aware that by not taking out personal and/or property Travel Insurance, it assumes full responsibility for any accidents, costs of medical care, hospitalization, hospital stays, and other consequences of possible unforeseeable facts that generate expenses, as well as that the contractor does not have any responsibility for loss, theft, robbery, misplacement or disappearance, in any way, of goods and belongings during the trip.

2.6.5. The contractor declares that he was advised to check, with the accommodation, the possibility of keeping goods and belongings in safe places, over which the contractor has no interference or responsibility.

2.6.6. When opting to take out personal or property insurance with the insurer of his free choice, the contracting party declares that he has verified the conditions of the chosen and contracted insurance, such as premium values, coverage, amounts of possible indemnities and other peculiarities of the insurance contract, such prior verification being your sole responsibility.

2.6.7. The contracting party declares that he is aware that, in the event that there is no claim in relation to the insurance contract entered into, he will not be entitled to any refund of amounts (premium) or price reduction, this possibility being inherent to the insurance contract.

2.7. Tours and Excursions

2.7.1. The contracting party is offered options for additional tours and excursions, upon payment of the additional fees presented herein, which are freely chosen by the contracting party.

2.7.2. The tours and excursions will be carried out by specialized companies, subject to the conditions stipulated by them, over which the contractor has no interference or participation.

2.7.3. The tours and excursions chosen by the contracting party must be previously confirmed directly with the chosen specialized company, as well as all relevant information, such as departure date and time, scheduled departure and return location, itinerary and capacity of members and luggage.

2.7.4. The contracting party declares to be aware that the tours and excursions are usually carried out through the meeting of a group of people, so that, in general, the withdrawal of a participant does not confer the right to return values, which remain withheld by the providing company of service to make it possible to carry out the tour or excursion committed to the others.

2.8. Photographer and/or videographer

2.8.1. The contracting party has the option of contracting the professional services of a photographer and/or videographer, so that their trip can be recorded in the best possible way for future memories, if the offered travel package does not include the service in question. You can also hire an additional professional in the area, bearing the respective costs.

2.8.2. The contractor is aware that this is a service provided by third parties, who have complete autonomy and responsibility for the quality of the service they offer, without any responsibility for the contractor.

2.8.3. The contracting party declares that it verified and agreed with the contracting conditions, of free negotiation and adjustment between the contracting party and the chosen professional.

2.8.4. Any dissatisfaction of the contractor with the service provided by the chosen self-employed professional must be directed exclusively to said professional.

2.9. Payment

2.9.1. The contracting party declares that it has analyzed the conditions provided for in this contract, as well as that it has accepted the proposed values for contracting the chosen services.

2.9.2. The contracting party declares to have unequivocal knowledge that the amounts contracted in foreign currency may fluctuate according to the exchange variation until the date of the effective payment.

2.9.3. The contracting party declares that it is aware that the contracted party, as an intermediary, is not the final recipient of the value defined for the package of services chosen and paid by the contracting party.

2.9.4. In the event of non-payment of the total amount of the package, the contracted party has the right to cancel the contracted services, observing the applicable rules for cases of cancellation set forth in this contract, or, at its choice, to charge the contracting party for the amounts remaining, with the application of a fine of 10% (ten percent) on the outstanding amount, as well as default interest of 1% (one percent) per month and monetary restatement by the IGP-M (Fundação Getúlio Vargas), until the actual payment date.

2.9.5. The contractor is aware that prices may change due to exchange rate variations and/or government resolutions that prove to change the prices previously charged for certain services, products, tours or excursions, so that he undertakes to pay any difference resulting from these variations in the term given by the contractor, whose total settlement must always occur up to 48 hours (forty-eight hours) before the date of the scheduled trip, also under penalty of the consequences set forth in item 2.9.4 above.

2.10. Amendment and Cancellation Conditions

2.10.1. The conditions for changing and/or canceling the contracted services will observe the specific rules of each of the third-party companies providing the services chosen by the contracting party, as well as the Brazilian legislation and the general rules applicable to such situations.

2.10.2. The contracting party declares to be aware that the contracted party, as a travel agency, and a simple intermediary in the relationship between the contracting party and the service providers, has no responsibility or interference with the possibility of changing and/or canceling the services, or even the return, partial or total, of amounts paid to third parties.

2.10.3. It is established that, in travel packages contracted in a group, in the case of a purchase under exclusive and more beneficial conditions, the contracting party will not be entitled to reimbursement of the amounts paid due to the cancellation of the service provided by the contracted party, insofar as it recognizes this is a specific type of contract that, due to its characteristics, does not allow the commitment to return values, under penalty of harming third parties.

2.10.4. However, in cases of cancellation of packages contracted in a group, it may be possible for the contracting party to receive part or all of the amounts paid back, in the event that it is feasible and there is enough time to replace the contracting party with interested third parties, in which case it will be maintenance of the service is guaranteed, without prejudice to the group.

2.10.5. The contractor may, by its mere liberality, grant the contractor credit of up to 100% (one hundred percent) of the amount paid, which may be used by the contractor to purchase another service or package of services from the contractor, within the period established in the *voucher* offered by the contracting party to the contracted party, subject to the other conditions presented and possible applicable rate variations.

2.10.6. If it is possible to cancel the contracted services with reimbursement, the penalties provided for in the specific regulation of each service provider will apply, in addition to a fine in favor of the contracted company already stipulated between 10% and 50% of the total paid, in order to meet the operating and administrative expenses related to the services provided by the contractor.

2.10.7. Any change requested by the contracting party in the service package or in a specific service will also depend on the consent of the company providing the service, in accordance with the conditions established for the service, without which it will not be possible to carry out the intended change.

2.10.8. The contracting party may be charged any tariff differences and a fine due to the request to change dates, itineraries and other pre-established and contracted conditions that may be changed, always in compliance with the rules and laws applicable to such situations.

2.10.9. The cancellation of services due to the COVID-19 pandemic will comply with the rules provided by the Government for such hypotheses. If there is no rule for a given contracted service, the specific conditions applied by the service provider, in accordance with the applicable law, will apply.

THIRD CLAUSE - RESPONSIBILITIES

3.1. Image rights

3.1.1. The contracting party hereby grants to the contracted party, on an irrevocable and irreversible basis, the right to exploit its image on social networks, platforms, websites and other means of dissemination, with photos and videos, in order to publicize the services provided by the contracting party and the service opportunities available to tourists in general, without any charge or responsibility for the use.

3.2. obtaining documentation

3.2.1. The contracting party is entirely responsible for taking prior notice of the necessary documents and indispensable measures to carry out the scheduled trip, as well as to take advantage of the services contracted herein, such as obtaining a passport with an expiration date, vaccines eventually required for entry into foreign countries, declarations, visas, among other possible ones, on which it is agreed that the contracted party has no duty, but will make every effort to assist the contracting party in whatever way possible.

3.2.2. Any lack of documentation or any other necessary measure for the contracting party to enjoy the contracted services will not, under any circumstances, entitle the contracting party to cancel or postpone the services, with the contracting party being fully responsible for any and all charges that its omission may cause, including any fines and/or penalties charged for non-attendance.

3.3. other responsibilities

3.3.1. It is the contracted party's responsibility to present to the contracting party the service options it is aware of that may meet the needs of the contracting party on its trip.

3.3.2. It is the contractor's responsibility to receive from the contractor and pass on to the service providers the amounts paid by the contractor for contracting the services chosen by him.

3.3.3. It is the contractor's responsibility to receive and deliver to the contractor any confirmations, tickets, and documents that may be sent by the service providers directly and exclusively to the contractor, so that the contractor can enjoy the services with the respective proof of contract.

3.3.4. The contracting party is responsible for paying the amounts set forth in this contract, in the manner and within the stipulated period, and the total amount of the package must be paid in full up to 48 hours (forty-eight hours) before the scheduled date for the trip.

3.3.5. The contracting party is also fully and exclusively responsible for verifying, in advance, all the documentation necessary for the shipment and use of the contracted services, with the contracted party not being responsible for any lack of any documentation required to be carried by the contracting party.

3.3.6. The contractor is aware that it is his responsibility to verify the conditions that must be met to enter the countries of choice, as well as to use the contracted services, so that the impossibility of entering a certain country or using the service contacted due to lack of service requirements are the sole responsibility of the contracting party.

3.3.7. The contracting party is responsible for the safekeeping and maintenance of its belongings, luggage and other equipment, whether sporting or not, and the contracted party is not responsible for any loss, theft, robbery or damage caused to the contracting party's belongings, luggage and equipment.

3.3.8. The contracting party also assumes full responsibility for contracting Travel Insurance, whether for coverage of possible losses, thefts, robberies or damage to their property, as well as for medical and hospital coverage, the contracted party not having any responsibility for any accidents, injuries, physical damages of any nature that may occur to the contractor.

3.3.9. Pursuant to article 393 of CC/02, the eventual occurrence of facts considered as acts of God or force majeure that prevent the contracting party from enjoying the services contracted herein will not result in any duty on the part of the contracted party to indemnify the contracting party for any damages.

CLAUSE FOUR - FINAL PROVISIONS

4.1. This contract was drawn up in strict compliance with the principles of loyalty, good faith and transparency, in order to inform the contractor adequately of the conditions to which the contract is subject, making it clear what are the responsibilities of each party due to the obligations assumed herein. .

4.2. The contracting party declares that any doubts that may arise when reading and signing this contract have been fully resolved by the contracted party, so that it declares that it has a perfect understanding of all its terms and conditions.

4.3. The contracting party expresses its full agreement with the distribution of responsibilities carried out in this instrument, ratifying all the responsibilities assigned to it, under the terms of this contract and the law.

4.4. This contract is governed by the clauses and conditions set forth therein, as well as by the Brazilian legislation applicable to the relationship dealt with herein.

CLAUSE FIVE: JURISDICTION ELECTION

5.1. The parties elect the jurisdiction of the Capital of the State of São Paulo to resolve any disputes arising from this contract, waiving any other, however privileged it may be.

Thus, by expressing the parties' free expression of will, the contracting party expresses, by electronic means, its "agreement" with the terms and conditions of this contract, with absolute observance of the provisions of articles 104 and 107, combined with articles 113, 187, 421 and 422, all of the Civil Code.

These Terms and Conditions were updated on 04/15/2021, the date on which the download was made from the contractor's platform and made available to customers. The contractor undertakes, in the event of future changes, to properly update the Terms and Conditions on the platform.