

**Terms and Service Conditions issued by  
GALAPAGOS PRO ECUADOR GPSPRO CIA. LTDA.**

**Introduction:**

These terms and conditions are applicable to customers of Galapagos Pro Ecuador Gpspro Cia. Ltda. (hereinafter the company).

To ensure understanding of the terms and conditions, it is essential that you carefully read the following text before purchasing the selected tour package.

Please note that, by accepting the terms and conditions regarding the purchase of the selected tour, implies express consent and acceptance of these terms and conditions, which include cancellation and refund policies, and a limitation of our liability.

**General Terms**

- All persons wishing to make a reservation, and all persons who will be traveling, must complete the Traveler Questionnaire. All requests and reservations should be sent to the following email address: info@galapagos-pro.com.
- The prices sent constitute only a quotation and only the tour reservation is guaranteed with payment.
- Within the tour, it is necessary to clarify that airline tickets, once issued, are subject to the conditions, changes and cancellations of each airline and cannot be cancelled or refunded, as well as hotel services or tourist programs once they have been confirmed and paid for by the client.
- Obtaining travel documents necessary for your stay, such as identity documents and/or passports, as well as visas if required by the destination country, are the responsibility of the Client. The company can offer advice about the travel documents needed for the destination; however, it will not be responsible in case the Client does not have any of these documents.
- The passport must be valid for at least 7 months after the return date of the trip.
- To confirm the reservation, we require a first deposit of 30% of the total price of the tour.
- The remaining balance must be paid 75 days before the travel date.
- Reservations made less than 75 days prior to departure require immediate payment in full.
- All transactions must be in U.S. dollars.
- To issue final confirmation, the following information is required 60 days prior to departure:
  - ° First name
  - ° Last name
  - ° Passport number
  - ° Nationality
  - ° Date of birth
  - ° Dietary or medical restrictions
- Once the tour has been confirmed and airline tickets have been issued, no changes of travelers' names are allowed under any circumstances.
- At the time of check-in, you agree to be bound by the services detailed, and therefore agree to the penalties described in this document, without exception.
- Rates and availability subject to change without notice.
- Finally, you as a customer user assume that you are of sufficient legal age to make use of the information provided herein and to accept the legal and financial obligations involved.

**Cancelation:**

- Cancellation penalties for tours that include cruises to the Galapagos archipelago:
  - Cancellations must be sent in writing to [info@galapagos-pro.com](mailto:info@galapagos-pro.com).
  - Cancellations must be submitted 90 days or more prior to the travel date.
  - Rescheduling: \$100 per person.
  - Rescheduling date; 89 and 60 days prior to travel date:
  - Cancellations received 89-60 days prior to travel date and no-shows: 100% penalty of total trip price.
  - In case of rescheduling of cruises or different travel fares, different fares may apply and must be covered by the customer.
  - At the time of invoicing you agree to the services detailed and agree to the penalties described in this instrument without exception.
- Cancellation penalties for tours that do not include cruises to the Galapagos archipelago:
  - Cancellations must be sent in writing to [info@galapagos-pro.com](mailto:info@galapagos-pro.com).
  - 90 days or more prior to the travel date:
    - Cancellation: cancellation penalty will be \$100 per person.
    - Rescheduling: There is no charge for rescheduling.
  - Between 89 and 30 days prior to travel date:
    - Cancellation: the penalty fee will be 30% of the total trip price.
    - Rescheduling: the penalty fee will be \$100 per person.
  - Cancellations received less than 30 days prior to the travel date: penalty fee of 50% of the total trip price.
  - Cancellations received less than 15 days prior to the travel date and no-show: penalty fee of 100%.
  - In case of changing the date of different cruises or trips, different rates may apply.

**Important:**

No refund will be provided for cancellations due to cancelled, delayed or missed flights; penalties for cancellation do not change in case of illness or natural disasters, therefore, the customer knows that force majeure will not be a sufficient reason for any penalty. In case of COVID or border closure, no refund will be applied. We recommend passengers to obtain trip cancellation insurance and other relevant insurance to cover repatriation costs in case of accident or illness.

Prior to travel, it is mandatory for passengers to take out insurance:

- For domestic tourists, private medical insurance.
- For foreign tourists, an international medical insurance.

The client hereby declares to be aware that, due to the location of the Galapagos Islands, medical assistance may be limited, exempting Galapagos Pro Ecuador Gpspro Cia. Ltda. None of the insurances are included in the tours.

**Medical Information:**

Good health is essential for outdoor excursions organized by the company. By submitting the advance payment and booking form, the client certifies that he/she does not have any physical condition or other disability that could create a danger to him/herself or other clients, trip leaders or company representatives. It is important that any participant with medical conditions, such as motion sickness, altitude sickness, or any heart conditions and allergic reactions to foods, notify the company in writing at least 30 days prior to the trip.

All activities for which the company acts as agent and which are carried out by suppliers or are organized and/or carried out by the clients themselves, are done at the client's own risk. Galapagos Pro Ecuador is not responsible for the consequences of any accident under any circumstances. The client assumes responsibility for all risks and hereby releases Galapagos Pro Ecuador from all claims and causes of action arising from any loss, damage, injury, or death resulting from any risk during a tour.

**Travel information:**

The client must have a valid passport with an expiration date of at least 7 months after the date of arrival in Ecuador. The client accepts responsibility for obtaining this document and any other documents necessary to make use of the tour he/she has selected.

It is the client's responsibility to ensure that the name on the airline ticket, cruise voucher or any other travel document matches the name printed in the passport (or domestic ID, as applicable) by providing the exact name, as it appears in the passport (or domestic ID, as applicable), to Galapagos Pro Ecuador prior to the issuance of the tickets.

Once we have received full payment and the Traveler Questionnaire form, we will send final tour information (which may be provided electronically), including final reminders and local contact, destination information and, where applicable, tickets and vouchers.

**Claims:**

Any comments or suggestions are welcome, and we consider them as opportunities for improvement, however, we prefer to have suggestions or comments from clients during the trip to rectify any problems and make your stay more enjoyable.

Clients can contact the guide or captain directly or call us at the emergency numbers provided.

If a client has any feedback against Galapagos Pro Ecuador, it must be submitted in writing to the company within 30 days of the completion of the tour. Any complaints filed after this period will be considered time barred.

**Prohibitions:**

The user agrees not to perform any of the following acts:

- a) Violate any constitutional, legal and/or regulatory norm in the service.
- b) Pretending to be someone else.
- c) Providing false or misleading information.
- d) Causing inconvenience or disturbing third parties during the provision of the service.
- e) Collect, store, publish or distribute data from or about third parties.
- f) Use the service in any way that is not expressly permitted.
- g) Reproduce, duplicate, copy, copy, sell or exploit for any commercial purpose any part of the use or access to the service.
- h) Use terms or expressions that are offensive, intimidating, slanderous or contrary to good morals.

The company reserves the right to delete any publication that violates the above.

**Force Majeure:**

Under current law, "force majeure" means any circumstance independent of the will of the parties, as a result of which performance of the contract cannot be performed by acts such as (but not limited to) natural disasters, import and export bans, strikes, mechanical failure of

vessels, aircraft or other means of transport, or by the failure of any transport mechanism to arrive or depart on time, fire, a pandemic, governmental action, quarantine measures or by any other cause beyond the control of Galapagos Pro Ecuador.

In the event of force majeure, Galapagos Pro Ecuador has the right to terminate the Agreement or suspend performance of the Agreement until the circumstances causing the force majeure cease, and Client shall not be entitled to any compensation for such loss or damage. In such event, Galapagos Pro Ecuador has the right to apply cancellation policies as outlined herein.

**Limitation of liability:**

- Any alleged liability of Galapagos Pro Ecuador shall be limited solely to the price of the tour.
- Galapagos Pro Ecuador assumes no liability in case of breach of contractual obligations resulting from omissions or violation of the contract by the Client (in particular, due to violation of the medical terms detailed in this document).
- Galapagos Pro Ecuador assumes no responsibility for the disappearance of personal items, cash, valuables, luggage, photographic equipment, etc., as well as for the loss, theft, damage or misuse of checks and credit cards.
- Galapagos Pro Ecuador is not responsible for the failure of third party suppliers in the performance of their obligations, nor for unforeseen events caused by force majeure or acts of God such as, but not limited to strikes, weather conditions, delays, earthquakes, political factors, pandemics, denial of entry permits, health issues, as well as for material, personal or moral damages that the user may suffer due to loss, damage or theft of luggage, or accidents, illness or death.

**Images and video:**

Galapagos Pro Ecuador may use, reuse and reproduce any image, photo or video that clients send us, or that are taken by our suppliers and their guides and/or other travelers, in any media, including but not limited to print, electronic or internet media, free of charge and without right of inspection, to promote and advertise our travel services worldwide. Therefore, through this instrument, the client authorizes the use of its image without compensation in return. On the other hand, if the client does not want us to use any image taken by us or other participants during the tour, he/she must inform us or the tour leader in writing at the beginning of the tour.

**Personal data:**

The data provided by the client, as owner of the information and/or legal representative of the owner of the information, to the company, will be kept under strict confidentiality and will be used in accordance with national and international personal data processing policies. Galapagos Pro Ecuador has adopted all legally required security measures for the protection of personal data, as well as has implemented the protection mechanisms that apply; however, it cannot guarantee the absolute invulnerability of its security systems, nor can it guarantee the security or inviolability of such data in its transmission over the network. Likewise, Galapagos Pro Ecuador does not guarantee the accuracy of the data provided by the client.

Relevant personal information is understood as: name and surname, number and year of issue of identity card or passport, home address, work address, email, telephone number, information of place of residence, place of work, position.

If the client books or purchases products or services from Galapagos Pro Ecuador, it provides the relevant personal information to the provider of the contracted service: airlines, car rental companies, hotels, and others involved to complete the transactions, which is expressly accepted by the client along with the acceptance of these terms and conditions.

Galapagos Pro Ecuador, in turn, provides personal information to its external service providers (such as programmers) who assist the company in providing, maintaining, and advertising, but these third parties are subject to confidentiality agreements that prohibit unauthorized use or disclosure of the information to which they have access. Galapagos Pro Ecuador does not sell "user listings" or individual member names to third parties and does not intend to do so in the future. Galapagos Pro Ecuador will disclose personal information to government officials or legal entities when we believe in good faith that the law requires it, and we will disclose personal information if we believe it is necessary to do so to protect against interference with the rights or property of Galapagos Pro Ecuador or its users.

The registered data may be used for the provision and administration of the services of Galapagos Pro Ecuador; for sending notifications about renewal of documents; for the processing of reservations and the collection of products and services.

Personal data will be retained indefinitely, if the client does not authorize this period for their personal data to be processed for purposes of promotion and advertising of our products, please indicate this by writing an e-mail to the address [info@galapagos-pro.com](mailto:info@galapagos-pro.com). Likewise, you can request to the indicated e-mail address that your personal data be updated, corrected, rectified or deleted, if you wish, a process that will be attended within a period not exceeding five (5) working days from the date of the request.

#### **Jurisdiction:**

The applicable law to this contract is the Ecuadorian law. In the event of any claim with respect to the relationship or performance in compliance with the conditions set forth herein or the use of the service, including without limitation, the claim on the validity, interpretation, enforceability or breach of such conditions, finally be resolved by the competent judges of the Canton Quito, Province of Pichincha, declaring the user to waive jurisdiction, jurisdiction and domicile.

#### **Modification of Terms and Conditions**

The information, products and other services in this document may contain typographical errors and inaccuracies, therefore, Galapagos Pro Ecuador, its suppliers and partners will periodically make changes to update the information, with the understanding that such changes are accepted by the user at the time of continuing with the use of the contracted services.

Galapagos Pro Ecuador reserves the right to modify, at any time, these terms and conditions, or introduce new conditions of use and responsibilities. Such modifications will apply to all users from its entry into force.

**IT IS EXPRESSLY STATED THAT WITH THE PAYMENT OR RESERVATION FOR THE SERVICES OFFERED BY GALAPAGOS PRO ECUADOR, THE CLIENT ACCEPTS THE TERMS AND CONDITIONS OF THIS DOCUMENT, WHICH IMPLIES KNOWLEDGE, UNDERSTANDING AND AGREEMENT WITH THEM. THEREFORE, THE USER(S) HAVE BEEN INFORMED OF AND AGREE(S) TO THE TERMS AND CONDITIONS OF THE ENGAGEMENT.**