

GENERAL TERMS & CONDITIONS

AGENCIA DE VIAJES COMETA TRAVEL Cia. Ltda., operating under the commercial name **COMETA TRAVEL**, is a legally established travel agency and tour operator based in Quito, Ecuador, since 2002, and is duly authorized by the Ecuadorian Ministry of Tourism under registration number 1701503512. The company is registered with the Ecuadorian Internal Revenue Service (SRI) under RUC 1791849922001.

COMETA TRAVEL is a member of the National Association of Tour Operators of Ecuador (OPTUR) and the Pichincha Regional Tourism Chamber (CAPTUR).

With over 23 years of experience, COMETA TRAVEL is recognized for its integrity, professionalism, and personalized service, maintaining strong partnerships with reputable providers.

By booking and submitting payment to COMETA TRAVEL, Customers/Participants confirm their acceptance of these General Terms & Conditions on their own behalf and on behalf of all participants included in the booking; no signature is required.

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1. COMETA TRAVEL

- 1.1. COMETA TRAVEL is a legally established travel agency and tour operator with over 23 years of experience in Ecuador. Renowned for expertise, integrity, and personalized service, we provide accurate information and professional assistance for travel throughout Ecuador and the Galapagos Islands.
- 1.2. We collaborate with selected local service providers, including Galapagos vessels, hotels, lodges, airlines, guides, and transportation companies. Our partners are chosen for their quality, reliability, and ethical practices, ensuring transparent and professional cooperation.
- 1.3. We process and forward all payments to service providers according to their schedules, ensuring accurate reservations and proper management of passenger information.
- 1.4. Once the booking is formalized, we issue the booking form and invoice with the payment schedule. After receipt of the final payment, vouchers, airfare tickets, and travel documents are delivered promptly.
- 1.5. COMETA TRAVEL remains your contact partner before and during your trip, offering assistance in cases of illness, emergencies, or unforeseen events, and providing alternative solutions whenever feasible.

2. CUSTOMERS/PARTICIPANTS

- 2.1. Customers/Participants must be healthy and physically capable of participating in the booked trip and its related activities.
- 2.2. Customers/Participants are expected to be courteous, respectful, and responsible travelers, mindful of local customs, the safety and privacy of others, and careful with all provided or rented equipment, including furniture, linen, and other property.
- 2.3. Customers/Participants must comply with all local rules and environmental regulations established to protect residents, flora, fauna, and natural surroundings.
- 2.4. Customers/Participants acknowledge that travel to remote natural areas or archipelagos may involve limited access to medical facilities and inherent risks, including injury or accidents.

3. BOOKING & ACCEPTANCE

- 3.1. To make a booking, please send your full name and passport copies by email. COMETA TRAVEL will provide a booking form and invoice to formalize your reservation.
- 3.2. Please review all booking details carefully. In the absence of written observations or claims within 24 hours, acceptance of the booking is presumed.
- 3.3. By accepting the invoice and submitting payment, you confirm acceptance of these General Terms & Conditions on your behalf and on behalf of all participants included in the booking; no signature is required.
- 3.4. Return the completed booking form as soon as possible to ensure accurate reservations and the best coordination with third-party providers.
- 3.5. If you have a medical condition or disability that may affect your participation or the group's travel experience, please inform us honestly. We may request medical confirmation to ensure safe and full participation.
- 3.6. All information provided will be treated as confidential; however, part of your booking data and the passport copies may be shared with third-party providers (e.g., airlines, lodges, national park authorities) to secure proper services.

4. PRICES

- 4.1. All prices are expressed in US Dollars (USD).
- 4.2. The quoted tour prices are per person and specify the included and excluded services in each program description.
- 4.3. Offered discounts and bonuses are confidential and must not be disclosed or discussed with other participants on the cruise or tour.
- 4.4. Prices do not include international flights, travel or health insurance, vaccines, passports, visas, personal expenses, or any items expressly excluded.
- 4.5. Airfare tickets, national park entrance fees, and the TCT (Transit Control Card) are subject to change without prior notice until the time of purchase.
- 4.6. COMETA TRAVEL reserves the right to adjust prices in case of extraordinary circumstances, such as increased costs from third-party providers (e.g., airlines, cruises, transportation companies, or lodges), an increase in taxes, fees, or fuel surcharges. Any such change will be communicated as soon as possible, but at least one week before the tour start date.
- 4.7. COMETA TRAVEL is not obligated to honor any offer or invoice issued based on an apparent or evident error or mistake.

5. PAYMENTS & CONFIRMATION OF BOOKINGS

- 5.1. Bookings are confirmed upon receipt of a non-refundable deposit (usually 20%, or as stated on the invoice).
- 5.2. Some tours or cruises may require a higher deposit, as per the provider's policy.
- 5.3. Customers/Participants are responsible for all bank charges and transaction fees related to payments.
- 5.4. The balance is due 97 days before departure, unless otherwise specified.
- 5.5. Galapagos cruises, lodges, and charters may follow different payment and cancellation policies.
- 5.6. It is the Customer's responsibility to meet payment deadlines. Late payments may lead to cancellations or penalties set by providers.
- 5.7. COMETA TRAVEL sends booking confirmations and vouchers once received from providers and monitors arrangements on behalf of the Customer.
- 5.8. COMETA TRAVEL acts solely as an agent for third-party providers, processing bookings and payments according to their terms.

6. CANCELLATION OF BOOKING

- 6.1. COMETA TRAVEL and its providers do not provide cancellation insurance. Customers are strongly advised to obtain comprehensive travel insurance covering cancellation for any reason.
- 6.2. All cancellations must be submitted in writing and are valid only upon confirmation from COMETA TRAVEL.

- 6.3. The following cancellation fees apply:
 - The deposit is non-refundable for cancellations made up to the final payment deadline.
 - 100% of the invoice amount will be forfeited for cancellations made after the final payment date or during the tour.
- 6.4. In cases of delayed or pending payments, the full invoice amount remains due, and the contractual obligation continues to apply.
- 6.5. (*) Third Parties and Galapagos Cruises may have stricter payment and cancellation policies, which shall prevail over COMETA TRAVEL's.
- 6.6. Customers/Participants are not entitled to request refunds, cashback, or reversals through credit cards, banks, WeTravel, or other platforms.
- 6.7. Any payment reversal or chargeback made without prior written approval does not cancel the contract. Customers/Participants remain fully liable for all amounts due, including legal expenses incurred by COMETA TRAVEL.

7. DOMESTIC FLIGHTS FOR GALAPAGOS & AMAZON JOURNEYS

- 7.1. The yachts' itineraries, sailing permits, and Amazon tour operations are based on specific local airline flights. Therefore, all passengers must arrive using these designated flights. It's obligatory primarily to purchase tickets through their corresponding representatives. They may charge penalties if tickets are not purchased through their system.
- 7.2. COMETA TRAVEL, Galapagos Cruises, or Amazon operators act exclusively as sales agents and intermediaries for airlines and cannot be held liable for any delay, schedule change, cancellations, or irregular operation caused by the airline that may result in guests arriving late, incurring operational and financial consequences that affect tours, bookings, Amazon journeys, and Galapagos Cruises.
- 7.3. Airfare prices fall outside our scope and are subject to change without prior notice; please confirm the prices before making the final payment.
- 7.4. Neither COMETA TRAVEL, Galapagos Cruises, nor Amazon operators shall assume responsibility for, or cover, any additional expenses incurred as a result of such events, including but not limited to accommodation, meals, missed services, or transportation.
- 7.5. There are no possible refunds or partial refunds for circumstances beyond our control.

8. DELAYED ARRIVAL AND NO-SHOW:

- 8.1. The Galapagos Cruises' itineraries are very inflexible. We strongly recommend arriving in Ecuador two nights before the Galapagos cruise to minimize the risk of a mismatched commencement due to potential flight delays or missed connections. In the event of a delayed arrival, the Customers/Participants must assume additional costs incurred to join the cruise, if doing so is feasible.
- 8.2. Customers/Participants who do not adhere to the specific conditions of Galapagos and Amazon tickets accept full responsibility for being punctual at the designated cruise/tour meeting point. In the event of a delay, the Customers/Participants must assume all additional costs incurred to join the cruise or tour, if doing so is feasible.
- 8.3. There are no possible refunds or partial refunds for missed Galapagos Cruises or tours, in whole or in part.

9. VISAS & PASSPORTS

- 9.1. Except for certain nationalities, tourists do not require a visa to enter Ecuador.
- 9.2. Customers/Participants are solely responsible for complying with all entry and travel documentation requirements, including obtaining any necessary visas and vaccination certificates.
- 9.3. All passports must be valid for at least six (6) months beyond the date of arrival in Ecuador.

10. HEALTH

- 10.1. Customers/Participants must be in good health and physically capable of participating in the booked trip and its related activities.
- 10.2. Any medical condition or disability that may affect the participant's or the group's safety, well-being, or experience must be reported to COMETA TRAVEL before booking. The company may request medical confirmation to ensure that participation is safe and appropriate.
- 10.3. Customers/Participants requiring regular medication must bring a sufficient supply for the entire journey, plus extra for possible delays, and should carry all medicines in cabin luggage.

11. SECURITY

- 11.1. Customers/Participants acknowledge that traveling involves inherent risks such as injury, accidents, death, natural disasters, civil commotion, or other force majeure events. Travel to remote areas such as Galapagos or the Amazon may require emergency medical evacuation; the cost of which shall be borne by the

Customers/Participants.

- 11.2. COMETA TRAVEL and Third Parties make every effort to ensure safety and compliance with local regulations; however, standards may differ from those in the participant's home country.
- 11.3. Participation in activities such as swimming, snorkeling, diving, hiking, kayaking, and others is optional and undertaken at the participant's own risk.
- 11.4. Participants must engage only in activities suitable for their health and physical condition and must follow all safety instructions. Providers may require participants to sign a liability waiver.
- 11.5. Participants assume full responsibility for all risks and release COMETA TRAVEL from any liability for damages, injury, death, or related consequences.
- 11.6. Participants who are, or are suspected of being, physically or mentally unfit (whether or not this was disclosed at the time of booking), under the influence of alcohol or drugs, have failed to comply with safety instructions in previous activities, or are otherwise engage in behavior that could endanger the safety or well-being of its own or of the others, or the proper operation, may be refused participation in or continuation of the tour, denied boarding, or excluded from activities. In such cases, no refund or compensation shall be due.
- 11.7. COMETA TRAVEL and Third Parties shall not be held liable for delays, itinerary changes, or losses resulting from emergencies, accidents, or force majeure events.
- 11.8. Unused services are non-refundable, and no compensation or reimbursement shall apply.
- 11.9. Customers/Participants, other participants, or passengers whose itinerary, cruise, or other services may be affected are not entitled to claim refunds or compensation.

12. TRAVEL INSURANCE

- 12.1. No personal travel or medical insurance is included in the booked services.
- 12.2. COMETA TRAVEL, Third Parties, and Galapagos Cruises are not liable for any sickness, injury, accident, or damage incurred by Customers/Participants, whether pre-existing, disclosed, or not, nor for any financial, legal, or personal consequences thereof.
- 12.3. Customers/Participants must assume all additional expenses related to medical care, accidents, transportation, evacuation, or repatriation, as well as liability or damages to third parties or equipment.
- 12.4. It is strongly recommended that Customers/Participants obtain comprehensive travel insurance and ensure that all participants are adequately covered.
- 12.5. Customers/Participants are solely responsible for obtaining travel insurance appropriate for their trip and destination. The insurance should cover trip delays or cancellations, natural disasters, civil commotion, health-related injuries, accidents, emergency medical evacuation and repatriation, lost baggage, and loss of personal property, as well as liability or damages to third parties or equipment.
- 12.6. Customers/Participants must carry a copy of their insurance policy with emergency contact details.
- 12.7. COMETA TRAVEL shall not be held responsible for any costs, losses, or injuries incurred by travelers without valid or sufficient insurance coverage.

13. CHILDREN AND MINORS:

- 13.1. Individuals under 18 years are considered minors; under 12, children; and under 2, infants.
- 13.2. Galapagos Cruises and other providers may apply minimum age requirements or specific adult-to-child ratios.
- 13.3. Infants, children, and minors are always under the exclusive care and responsibility of their parents or accompanying adults.
- 13.4. Parents or responsible adults must supervise minors, ensure their safety and proper behavior, and respect peaceful coexistence for all, the group, guides, and staff.
- 13.5. COMETA TRAVEL, Galapagos Cruises, and other providers may require signed liability releases for minors.
- 13.6. COMETA TRAVEL shall not be held responsible or liable for injuries, accidents, or damages involving infants, children, or minors under any circumstances.

14. TOUR ALTERATION OR FORCE MAJEURE

- 14.1. Force Majeure refers to events or circumstances beyond the control of the parties that prevent or affect the normal execution of tours and services.
- 14.2. COMETA TRAVEL, Third Parties, and Galapagos Cruises reserve the right to alter, postpone, or cancel tours, services, activities, or itinerary segments due to unforeseen or extraordinary circumstances, including but not limited to adverse weather, natural disasters, medical emergencies, epidemics, pandemics, government restrictions, civil unrest, shortages of energy, fuel, or supplies, mechanical breakdowns, or any acts of nature or necessity intended to protect people, wildlife, property or the environment.
- 14.3. The decision of COMETA TRAVEL regarding the existence and impact of force majeure shall be final and binding.
- 14.4. In such cases, COMETA TRAVEL and its providers will make reasonable efforts to propose alternatives or adjust itineraries when feasible; however, their implementation cannot be guaranteed.
- 14.5. COMETA TRAVEL, Third Parties, and Galapagos Cruises are not obligated to provide alternatives or assume

costs resulting from such changes, nor to offer partial or full refunds or compensation for used or unused services, such as flights, accommodations, meals, or other additional travel arrangements.

15. CLAIMS

- 15.1. Any complaint must be reported immediately to the guide or service provider for on-site resolution.
- 15.2. Written claims must be submitted to COMETA TRAVEL within 15 days after the end of the trip, including relevant documentation.
- 15.3. COMETA TRAVEL will review valid claims, and any compensation shall not exceed the cost of the affected service.
- 15.4. All claims are governed by Ecuadorian law and subject to the jurisdiction of the competent courts in Quito, Ecuador.

16. EXCLUSION OF LIABILITY & IN CASE OF THIRD-PARTY PROVIDERS

- 16.1. Third Parties, including Galapagos Cruises, lodges, hotels, restaurants, airlines, transportation companies, guides, and other providers, operate under their own internal business policies and independent suppliers.
- 16.2. COMETA TRAVEL acts solely as an intermediary, forwarding customer payments to these providers to confirm services according to their respective terms and conditions.
- 16.3. While COMETA TRAVEL selects reliable partners, each provider is independently responsible under Ecuadorian law for its operations, its employees, and its compliance with labor, financial, tax, and security obligations, and its liability may be limited by their own tariffs, policies, and agreements.
- 16.4. COMETA TRAVEL assumes no liability for the quality, prices, or execution of third-party services, nor for damages, changes, or omissions resulting from providers' operational disruptions, or internal business circumstances beyond our control.
- 16.5. Customers/Participants acknowledge that COMETA TRAVEL cannot be held responsible for funds transferred to Third Parties or Galapagos Cruises to secure tours and services.
- 16.6. Customers/Participants release COMETA TRAVEL from any claim related to injury, death, loss, delay, or negligence caused by third parties, including but not limited to airlines, guides, hotels, lodges, restaurants, cruises, or transport providers.
- 16.7. COMETA TRAVEL shall not be liable, nor provide refunds or compensations, for:
 - o Events of force majeure, pandemics, or similar circumstances.
 - o Price differences or discussions between passengers regarding bookings.
 - o Government or authority decisions affecting tours, activities, or fees.
 - o Mechanical failures of transportation or cruise vessels.
 - o Loss or damage of luggage, personal belongings, or equipment.
 - o Denied participation or exclusion under Section 11.6.
 - o The participant's voluntary decision to abandon or miss all or part of the tour..
 - o Claims that are incomplete, incorrect, or not adequately informed.
- 16.8. COMETA TRAVEL is not required to offer alternatives, assume additional costs, or provide partial or full refunds or compensations for used or unused services, including air tickets, visas, vaccines, or personal purchases.
- 16.9. Customers/Participants are not entitled to request refunds, cashback, or reversals through credit cards, banks, WeTravel, or other platforms.

17. IMAGES AND MARKETING

- 17.1. Customers/Participants acknowledge that they may appear, individually or in groups, in photos or videos taken during the trip by other participants, guides, or service providers. They consent to the use of such images by COMETA TRAVEL for marketing, promotional, or publicity purposes worldwide, in any media, without prior approval, charge, or compensation.
- 17.2. Participants who do not wish to appear in such materials must inform COMETA TRAVEL in writing before the start of the trip.

18. ACCEPTANCE, DURATION OF CONTRACT & JURISDICTION

- 18.1. By accepting the invoice and making payment to COMETA TRAVEL, Customers/Participants confirm their full acceptance of these General Terms & Conditions and all related clauses.
- 18.2. This contract becomes legally effective upon receipt of payment by COMETA TRAVEL and remains valid until the completion of the tour or booked services.
- 18.3. AGENCIA DE VIAJES COMETA TRAVEL Cía. Ltda. is established IN Ecuador under the laws of Ecuador, and these Terms & Conditions are governed by Ecuadorian law and subject to the jurisdiction of the competent courts in Quito, Ecuador, excluding the application of foreign legal systems.
- 18.4. Any dispute shall be settled exclusively by the civil courts of Quito, Ecuador, under Ecuadorian law.