

# KAY TOURS MEXICO

## Terms and Conditions

### A. DEFINITIONS

"KayTours", "Kay Tours Mexico" and "Tour Operator" refers to tours, transportation and shuttle services organized by Kay Honig (HOKA791213HR3) registered as "persona fisica con actividad empresarial" in the state of Q. Roo, Mexico and trading under the name "KayTours", or "www.kay.tours", "www.myprivate.tours", "www.privatetourguidekay.com", with headquarters at Rio Paru #841, Villas Riviera, Solidaridad, Q. Roo., Mexico.

"Guest" - refers to the person/s who is/are named and identified on the booking form as the confirmed party/ies embarking on the trip or excursion and by being so named contracts and is held bound by these terms and conditions, notwithstanding that not all the person/s might have signed the booking form and that an agent might have made the booking, in which case such agent will be similarly bound. All such person/s named in the booking form shall be jointly and severally liable for the due performance of their obligations in terms hereof and agree to be bound by the terms and conditions contained herein. All minors warrant that they have contracted with their legal guardians.

"Trip" - refers to any tour, excursion, safari or similar booking made with KayTours and as described on the booking form and itinerary attached thereto, as applicable.

"Quotation" or "Itineraries" - the written document supplied to you by KayTours and marked as such, valid for a period of 11 days from the date thereon for the itemized purpose and constituting an invoice for goods and services supplied or to be supplied as the case may be.

"Services" refers to and includes, but is not limited to, the trip as well as the procurement of accommodation, transport, transfers by KayTours on behalf of our guest/client with third party suppliers of various establishments relating to the travel industry and including all services incidental thereto.

"You or Your" - refers to the guest/client as defined.

"Supplier/s" refers to the third party operators with whom KayTours books services on behalf of the guest/client, including but not limited to tour operators, shuttles, transfers, transportation, accommodation establishments, boats, dives and so on.

In the interpretation of these terms and conditions the headings are used for reference only and do not aid in the interpretation of the contents. Any reference to the singular shall include reference to the plural and vice versa while any reference to gender includes reference to both genders and any reference to natural persons will include reference to legal entities.

### B. BOOKING & RESERVATIONS PROCEDURE

By booking or participating in a tour and any related products or services (a "Tour") with KayTours or "www.kay.tours", "www.myprivate.tours", "www.privatetourguidekay.com", the "Tour Operator"), you ("you") agree to these Terms & Conditions (the "Terms"). The reservation is a binding contract between the guests and KayTours once a deposit or full payment has been received.

1. To secure your reservation a minimum of 20% (twenty per cent) or USD 100.00 per person deposit will be required to be paid to KayTours at the time of reservation of the booking and submission of the completed booking form. Failure to do so will result in the automatic cancellation of your booking.

2. You are making an offer to purchase our services, which, if accepted by us, will result in a binding contract. Payment of your deposit means you accept our Terms and Conditions, but does not constitute our acceptance of your offer. Your deposit will be refunded in full if your offer is refused.

3. BOOKING CONTRACT - Your booking is confirmed and a contract exists when KayTours or your travel agent issues a written confirmation after receipt of the applicable deposit amount. Please check your confirmation carefully and report any incorrect or incomplete information to the KayTours or authorized agent immediately. Please ensure that names are exactly as stated in the relevant passport. You must be at least 18 years of age to make a booking. You agree to provide full, complete and accurate information to the KayTours or your travel agent.

4. BOOKING ON BEHALF OF OTHERS - By booking on behalf of other participants, you are deemed to be the designated contact person for every participant included on that booking. This means that you are responsible for making all payments due in connection with your tour booking, notifying the Tour Operator or your travel agent if any changes or cancellations are required and keeping your party informed. By booking on behalf of another person or persons, you represent and warrant that you have obtained all required consents. You are responsible for verifying that any information you provide on behalf of another participant is complete and accurate and the KayTours will under no circumstances be liable for any errors or omissions in the information provided to complete a booking.

5. MEDICAL INFORMATION - You must provide any medical information reasonably requested by the Tour Operator and may be required to complete the Tour Operator's medical information form (the "Medical Form"), available on the Tour Operator's website at "www.myprivate.tours/medical-form". Medical Forms are mandatory for certain Tours. If you or any guests have any pre-existing medical conditions which may impact their ability to travel, participate in a tour, travel to

remote areas without access to medical facilities or may adversely affect the experience of others on your tour, you must return a medical form, signed by a licensed and practicing physician to the tour operator prior to or at the time of final payment for the applicable booking.

You agree to complete the Medical Form honestly and to disclose all relevant medical information accurately and fully. The Tour Operator will maintain the information in accordance with the tour operator's privacy policy available at "www.myprivate.tours/privacy".

The tour operator reserves the right to request further information or professional medical opinions where necessary, as determined in its discretion, for your safety or the safe operation of a tour.

The tour operator reserves the right to deny you permission to travel or participate in any aspect of a tour at any time and at your own risk and expense where the tour operator determines that your physical or mental condition renders you unfit for travel or you represent a danger to yourself or others.

Pregnancy is considered a medical condition and must be disclosed to the Tour Operator at the time of booking. The Tour Operator may refuse to carry pregnant women over 24 weeks. The Tour Operator may refuse to carry anyone with certain medical conditions if reasonable accommodation or alternatives cannot be arranged. In the event that you do not complete the required Medical Form or provide medical information reasonably required by the Tour Operator for any reason by the deadline indicated above, the Tour Operator reserves the right to cancel your booking and all applicable cancellation fees will apply.

You are responsible for assessing whether a Tour is suitable for you. You should consult your physician to confirm your fitness for travel and participation in any planned activities. You should seek your physician's advice on vaccinations and medical precautions. The Tour Operator does not provide medical advice. It is your responsibility to assess the risks and requirements of each aspect of the Tour based on your own unique circumstances, limitations, fitness level and medical requirements. Travel with the Tour Operator may involve visiting remote or developing regions, where medical care may not be easily accessible and medical facilities may not meet the standards of those found in your home country.

The condition of medical facilities in the countries you may visit on your Tour varies and the Tour Operator makes no representations and gives no warranties in relation to the availability or standard of medical facilities in those regions.

6. SPECIAL REQUIREMENTS - Any special requirements must be disclosed to the Tour Operator at the time of booking. The Tour Operator will use reasonable efforts to accommodate special requirements or requests but this is not always possible given the nature of the destinations visited and availability of options outside a planned itinerary. Certain activities may be inaccessible to you if your mobility is limited in any way. All food allergies and dietary restrictions must be disclosed to the Tour Operator at the time of booking but the Tour Operator cannot guarantee that dietary needs or restrictions can be accommodated. Any special requests or requirements do not form part of these Terms or the contract between you and the Tour Operator and the Tour Operator is not liable for any failure to accommodate or fulfill such requests.

7. AGE REQUIREMENTS - Anyone under the age of 18 on the date of first travel is considered to be a minor. Minors must always be accompanied by an adult. One adult may accompany up to two minors. Unless otherwise indicated in the Tour description or by the Tour Operator, the minimum age for minors travelling on any Tour is 3 years old. All bookings with a minor are subject to review and approval by the Tour Operator. If the consent of a parent, guardian or any other person is required by applicable law for any minor to travel, the accompanying adult is responsible for securing all consents, documentation and ensuring that they and the minor(s) meet all legal requirements to travel, to enter into and depart from applicable countries and regions. The Tour Operator will not be responsible for any fees, damages, or losses incurred as a result of any failure to secure necessary consents, permits, and approvals. Each adult on a booking with a minor or minor(s) is jointly and severally responsible for the behavior, well being, supervision and monitoring of such minor(s), and jointly and severally accepts these Terms for and on behalf of any minor(s) on their booking, including all assumptions of risk and limitations of liability. The Tour Operator does not provide care services for minors and expressly disclaims any responsibility for chaperoning or controlling any minor(s).

8. MANDATORY INSURANCE REQUIREMENTS **YOU MUST HAVE TRAVEL INSURANCE WITH A MINIMUM MEDICAL, EVACUATION AND REPATRIATION COVERAGE OF US\$200,000** covering all applicable dates of travel with the Tour Operator. This insurance must cover personal injury and emergency medical expenses. On the first day of each Tour, a representative of the Tour Operator will verify that you have sufficient insurance in place. You are strongly recommended to extend your coverage to include cancellation, curtailment, and all other expenses that may arise as a result of loss, damage, injury, delay or inconvenience while traveling. You acknowledge that insurance coverage is not included in the cost of any Tour offered by the Tour Operator and you are required to obtain separate coverage at an additional cost. It is your responsibility to ensure that you have sufficient coverage and comply with the terms of the applicable insurance plans. You are responsible for advising your insurer of the type of travel, destination(s) and activities included in your booking so that the insurer may provide appropriate coverage. If insurance is provided by the Tour operator is decided by the tour operator and does not implicate any confession of guilt or wrong doing. Insurance provided by the tour operator excludes minors under the age of 6 month and adults older than 69 years.

9. PRICES, SURCHARGES AND TAXES - The published price of the Tour and any products or services offered by the Tour Operator is subject to change at any time, before or after booking confirmation, up to 30 days before departure. Tours are priced and advertised inclusive sales taxes, exclusive additional booking, credit card fees and fuel surcharges. After a confirmation invoice (upon request) has been issued by the Tour Operator, the Tour Operator reserves the right to impose surcharges on any products or services booked for reasons arising from increases in transportation costs, fuel costs, dues,

taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airport charges, local operator costs, currency and exchange fluctuations, increases in taxes, or government action which impacts the price of the applicable products or services; provided however, the Tour Operator will only do so where the increase in question is greater than 2% of the original price paid for the products or services (excluding add-ons, insurance, and taxes). Upon learning of the necessity to impose a surcharge in accordance with this section the Tour Operator will provide notice to you as soon as reasonably possible.

Where the increase in price is greater than 9.5% of the original price of the applicable products or services (excluding add-ons, insurance and taxes), you may choose to either:

- (a) cancel the applicable booking without incurring any penalty; or
- (b) accept the change of price.

You must notify the Tour Operator of your choice within 14 days of receipt of notice of the increase or you will be deemed to have accepted the price change and will be liable for payment of the increase.

From time-to-time the Tour Operator may offer reduced pricing on certain products or services. Reduced pricing applies only to new bookings. Bookings where payment of at least a deposit has been received by the Tour Operator are not entitled to reduced pricing.

10. VALIDITY - All dates, itineraries and prices of Tours are subject to change at any time and the current price will be quoted and confirmed at the time of booking, subject to any surcharges that may be levied in accordance these Terms.

You acknowledge that you are responsible for keeping up to date on the specific details of your Tour and any other products or services, including, but not limited to checking the Tour Operator's website at least 72 hours prior to departure as minor changes may have been made after the time of booking.

11. DETAILS REQUIRED FOR BOOKING - As a condition of booking, you must provide the information requested by the Tour Operator along with final payment. If you fail to provide all required information prior to the date on which full payment is due, an administrative fee will be charged for any costs incurred by the Tour Operator as a result of your failure to provide the required information. If you fail to supply information required by the Tour Operator for air tickets, permits, or other inclusions, you will also be liable for any costs, fees or losses including failure to obtain or provide that inclusion. In the event that you fail to supply information required by the Tour Operator, the Tour Operator also reserves the right to treat your booking (or the relevant component of your booking) as canceled and levy any cancellation fees deemed reasonable by the Tour Operator, in its sole discretion. The information required by the Tour Operator will vary by Tour and will be communicated to you or to the Tour Operator's authorized agent during the booking process. The Tour Operator will not be held responsible for any fees you incur as a result of errors, omissions, inaccuracies, late, misplaced or otherwise incomplete information you have provided.

12. FINAL PAYMENT & ACCEPTANCE OF BOOKING - The remaining balance of payment must be paid in cash at the morning upon your pickup in case the full amount was not paid with the initial payment at the time of the booking. If you choose to settle your tour balance by credit card a handling charge of 6% on the deposit and outstanding balance is requested.

If full payment is not received by the applicable due date or beginning of your tour, the Tour Operator may, at its sole discretion, change the rate payable for the booking, or treat the booking as canceled and retain the deposit paid on booking as a cancellation fee.

KayTours reserves the right to cancel reservations should your deposit or balance of payment not be received on time.

If, for any product or service booked, payment terms differ from those outlined in this section, the applicable terms will be communicated to you prior to booking and will also be detailed on the applicable invoice. The Tour Operator is not responsible for any charges levied by third parties or financial institutions and payable by you as a result of credit card or other payment transactions and will not refund or return any fees charged by third parties or financial institutions in connection with payments made by you to the Tour Operator.

13. CURRENCY & EXCHANGE RATE - Should you be quoted by us in a foreign currency, payment to us will need to be made in either Mexican Pesos (MXN), or United States Dollars (USD) and KayTours will advise you in which currency and exchange rate payment is to be made as the election in this regard does not belong with the client. To determine the current exchange rate we consider the rate google.com is stating the date of payment.

Any bank charges incurred as a result of such a payment or foreign exchange differences will be for your account, notwithstanding the method of payment chosen.

#### C. WAIVER, INDEMNITY AND LIABILITY

1. We act as tour operators and agents between yourself and suppliers to secure the best booking for you as client/guest however we cannot be held responsible for any defects, changes or cancellations in the bookings or trips, which includes, but is not limited to, delays, loss or damages arising from any causes, including dissatisfaction with the booking, or any loss, damage or delay caused by the suppliers or any third party.

2. All vouchers, tickets and receipts issued by the supplier, tour operator or any third party will be subject to their terms and conditions and you undertake to abide thereby while doing so and participating throughout the trip at your own risk and liability.

3. KayTours, Kay Tours Mexico, its directors, staff, employees, agents, suppliers, associates, affiliated companies, or subcontractors and assigns are hereby indemnified by yourself against any claim for loss or damage whatsoever that may arise or have arisen in connection with any services supplied or offered by or in connection with them.

4. Any claim or claims which you, your agent, executor, heirs or assigns may have for any compensation for damages or loss, or the like from KayTours, Kay Tours Mexico, its directors, staff, employees, agents, suppliers, associates, affiliated companies, or subcontractors and assigns resulting from injury or any loss occasioned whatsoever, are hereby irrevocably waived and this includes any transportation to or during the trip as well as any illness, injury or death arising during or after the trip.

D. CANCELLATION AND REFUND POLICY - You may cancel your booking by notifying KayTours by email send to [contact@kay.tours](mailto:contact@kay.tours). Cancellation fees, if any, will be determined with reference to the date on which notice of cancellation is received by the Tour Operator and are expressed as a percentage of the total price paid for the canceled Tour, product or service (excluding any insurance products).

1. All cancellations must be done in writing and receipt therefore acknowledged by KayTours to be a valid cancellation.

2. Cancellation of bookings is subject to the following conditions:

- Cancellations received greater than 5 days prior to tour commencement are fully refundable.
- Cancellations received within 5 days of tour commencement are nonrefundable.
- All amendments made to private tours may be subject to an administrative fee up to 20% of the deposit.

3. Late arrivals and no shows are nonrefundable. This is applicable to any tour participant that fails to arrive, or arrives after tour departure.

4. We will endeavor to confirm your booking as soon as possible after receipt of payment of deposit however should we fail to secure this booking for any reason whatsoever, we will strive to procure alternative booking arrangements. Should these alternative arrangements not be suitable for yourself, KayTours will refund your payment, subject to the terms and conditions of the supplier with whom the booking was made.

5. You will not be entitled to refunds for a no show or for a partially used booking.

6. In the unlikely event of a misquotation being made by KayTours, we reserve the right to cancel a booking without any liability if the misquote results in a cost implication and any payment already made will be refunded to you. Similarly KayTours will not be held liable for any error on our website, brochures or other advertising and marketing material, and reserves the right to correct it once any such error has been brought to our attention, which may result in the cancellation of a booking and refund of any payment already made, without any liability arising on behalf of KayTours.

7. Should any errors occur on our website, brochures or other advertising or marketing material with regard to pricing, KayTours reserves the right to correct it as soon as it is brought to our attention and cannot be held bound thereby.

E. GUARANTEED DEPARTURES & CANCELLATION OF A TOUR BY THE TOUR OPERATOR - A departure date for a Tour offered by the Tour Operator will become a guaranteed departure when at least one booking secured by a valid deposit has been made on that departure. The Tour Operator guarantees that all scheduled Tour departures booked and secured with a valid deposit will depart as indicated on the applicable confirmation, subject to reasonably itinerary changes as described in these Terms or good faith health and safety concerns. This guarantee is not applicable in the case of Force Majeure. Up to date Tour and itinerary information is available on the Tour Operator's website or by contacting the Tour Operator. Brochures and other printed materials displaying Tour information and departure dates are subject to change may not be relied upon for purposes of this guarantee.

If a Tour is canceled by the Tour Operator before the date of departure for reasons other than Force Majeure and the cancellation is not caused by your fault or negligence, you will have the choice of accepting from the Tour Operator:

- (a) a substitute Tour of equivalent or superior value; or
- (b) a substitute Tour of lesser value if no Tour of equivalent or superior value is reasonably available and to recover from the Tour Operator the difference in price between the price of the Tour originally purchased and the substitute Tour; or
- (c) a full refund of all monies paid for the canceled Tour.

The Tour Operator is not responsible for any incidental expenses or consequential losses that you incur as a result of the canceled booking including visas, vaccinations, non-refundable flights or rail, non refundable car parking or other fees, loss of earnings, or loss of enjoyment, the Tour Operator reserves the right to issue a full refund in lieu of the choices above, in its sole discretion. Where a significant element of a Tour as described cannot be provided after departure, the Tour Operator will make suitable alternative arrangements where possible. If it is not possible to provide a suitable alternative or if you reasonably reject any suitable alternatives, the Tour Operator may provide you with a refund for unused products or services as determined in its discretion.

F. COMPLAINTS AND DISPUTE RESOLUTION

1. Any complaints must be addressed in writing to KayTours via email to [contact@kay.tours](mailto:contact@kay.tours).

2. We aim to reply within 30 days of receipt of your complaint and will make every effort to resolve any dispute after investigation with the relevant supplier and this will be communicated back to you as soon as possible. As we act as tour operator and agents however, it cannot be guaranteed that any dispute will be resolved to your satisfaction as resolution thereof may be beyond the control of KayTours.

G. FLEXIBILITY & UNUSED SERVICES - You acknowledge that the nature of adventure travel requires flexibility and acknowledges that they will permit reasonable alterations to products, services or itineraries by the Tour Operator. The route, schedules, accommodations, activities, amenities and mode of transportation are subject to change without notice due to unforeseeable circumstances or events outside the control of the Tour Operator (including but not limited to Force Majeure, illness, mechanical breakdown, flight cancellations, strikes, political events and entry or border difficulties). No reimbursements, discounts or refunds will be issued for services that are missed or unused after departure due to no fault of the Tour Operator, including your removal from a Tour because of your negligence or breach of these Terms.

H. CHANGES - Changes made by the Tour Operator: The Tour Operator may modify your itinerary where reasonably required in its sole discretion. If the Tour Operator makes a change affecting at least one in three full days of the itinerary or which materially affects the character of a product or service in its entirety (a "Material Change"), the Tour Operator will provide notice to you as soon as reasonably possible, provided that there is sufficient time to do so before departure. If a Material Change is made more than 14 days before departure, you may choose to:

- (a) accept the Material Change and proceed with the amended product or service;
- (b) book another product or service of equal or greater value, if available (you will be responsible for paying any difference in price); or
- (c) book another product or service of lesser value, if available (with a refund payable to you for the difference in price); or
- (d) cancel the amended product or service and receive a full refund for the land-only portion of the applicable product or service (a refund is not available for other products or services booked which are not subject to a Material Change).

You must notify the Tour Operator of your choice within 7 days of receiving notice or you will be deemed to accept the amended itinerary.

Once a Tour has departed, itinerary changes may be necessary as a result of unforeseen circumstances, operational concerns, or concerns for your health, safety, enjoyment or comfort. Any changes are at the discretion of the Tour Operator. You acknowledge that you must have reasonable financial resources to cover incidental expenses during all travel with the Tour Operator, whether or not such expenses arise from a change of itinerary, and the Tour Operator is not liable for your failure to prepare adequately for travel and unforeseen circumstances which may arise during travel. The Tour Operator will not be liable for any indirect and or consequential losses associated with any changes to a booking or itinerary.

Changes made by you: You are responsible for ensuring that information provided to the Tour Operator is accurate and up-to-date. Any changes to your name on any booking are subject to the Tour Operator's approval. Any changes to a booking depend on availability are subject to the Tour Operator's approval and these Terms. Any extra costs incurred for making the change will be charged to you along with an administrative fee. Cancellation of any Tour, product or service included in a booking will not be considered a change for purposes of this section and will be governed by the applicable cancellation terms. No changes are permitted to any booking within 2 days of departure of the first product or service on the applicable booking.

Should it be necessary to arrange alternative or additional transport to the end destination of the trip, KayTours will assist where possible and any additional cost of procuring such transport will be payable by you, as necessary.

#### I. PASSPORTS AND VISAS

1. It is your responsibility to ensure that all your travel documents are in order and up to date and immigration regulations such as visas and / or permits are satisfactorily obtained and in your possession for travel. It is advisable that you contact the consular or embassy of your destination country as well as countries passing through, in order to verify the requirements and ensure that you are adequately prepared. No refunds due to incomplete travel documentation will be given or entertained.
2. Your passport must have sufficient blank visa pages available in accordance with the regulations of the various countries. It is recommended that a minimum of 2 (two) blank pages per country that you will be visiting or passing through be available in your passport. Furthermore, your passport must be valid for the prescribed period as contained in the applicable regulations of the countries you will visiting or passing through.
3. If you are traveling with a minor child, you will need their unabridged birth certificate and if only one parent is traveling with the minor, you will need to provide a letter of consent from the absent parent that the minor is allowed to travel with you.
4. This is not a comprehensive list of the required travel documents and should not be construed as such.

J. ACCEPTANCE OF RISK - You acknowledge that adventures travel and the products and services offered by the Tour Operator may involve a significant amount of risk to your health and safety. By traveling with the Tour Operator you acknowledge that you have considered any potential risks to health and safety. You hereby assume responsibility for all such risk and releases the Tour Operator from all claims and causes of action arising from any losses, damages or injuries or death resulting from risks inherent in travel, including adventure travel specifically, visiting foreign destinations, and participating in adventurous activities such as those included in Tour itineraries or otherwise offered by the Tour Operator.

You acknowledge that the degree and nature of personal risk involved depends on the products or services booked and the

location(s) in which a product or service operates, and that there may be a significant degree of personal risk involved in participating, particularly participating in physical activities, travel to remote locations, carriage by watercraft, participation in "extreme sports", water sports, hiking or other high-risk activities, or travel to countries with developing infrastructure. Standards of hygiene, accommodation and transport in certain countries where Tours take place are often lower than the standards you may reasonably expect in your home country or region. You agree that the Tour Operator is not responsible for providing information or guidance with respect to local customs, weather conditions, specific safety concerns, physical challenges or laws in effect in any locations where a Tour, product or service is operated. You acknowledge you have considered the potential risks, dangers and challenges and your own personal capabilities and needs, and you expressly assume the risks associated with travel under such conditions.

You must at all times strictly comply with all applicable laws and regulations of all countries and regions. Should you fail to comply with the above or commit any illegal act when on Tour or, if in the opinion of the Tour Operator (acting reasonably), your behavior is causing or is likely to cause danger, distress or material annoyance to others, the Tour Operator may terminate your travel arrangements on any product or service immediately at your expense and without any liability on the Tour Operator's part. You will not be entitled to any refund for unused or missed services or costs incurred as a result of termination of your travel arrangements, including, without limitation, return travel, accommodations, meals, and incidentals.

You are responsible for any costs (including repair, replacement and cleaning fees) incurred by the Tour Operator or the Tour Operator's suppliers for property damage, destruction or theft caused by you while on a Tour. You agree to immediately report any pre-existing damage to a representative of the Tour Operator and staff of the accommodation, transportation service, or facility as soon as possible upon discovery.

You agree to take all prudent measures in relation to your own safety while on Tour including, but not limited to, the proper use of safety devices (including seat belts, harnesses, flotation devices and helmets) and obeying all posted signs and oral or written warnings regarding health and safety. Neither the Tour Operator nor its Third Party Suppliers (as defined herein) are liable for loss or damages caused by your failure to comply with safety instructions or warnings.

You agree to bring any complaints to the Tour Operator as soon as possible in order to provide the Tour Operator with the opportunity to properly address such complaint. You agree to inform your tour leader, another representative of the Tour Operator or the Tour Operator's customer service department directly. The Tour Operator assumes no liability for complaints that are not properly brought to the attention of the Tour Operator and cannot resolve or attempt to resolve complaints until proper notice is provided. Any complaint made after the completion of a Tour must be received in writing by the Tour Operator within 30 days of the last day of travel of the booking in question.

#### K. AUTHORITY OF TOUR LEADER

1. The tour leader adopts an authoritative position in relation to you as client/guest and for the peace of mind and safety of everyone on the trip, must be adhered to at all times during the trip. By booking the trip, you abide to be bound by the decisions and leadership of the tour leader at all times.

2. Similarly it is your obligation to behave in a responsible manner throughout the trip and any illegal, unwarranted, or inappropriate behavior on your behalf and/or any behavior which constitutes a nuisance can result in your trip being terminated with immediate effect and without any recourse to a refund.

L. THE TOUR OPERATOR IS NOT LIABLE FOR THIRD PARTY SUPPLIERS - The Tour Operator makes arrangements with accommodation providers, activity providers, airlines, cruise lines, coach companies, transfer operators, shore excursion operators, tour and local guides, and other independent parties ("Third Party Suppliers") to provide you with some or all of the components of your booking. Third Party Suppliers may also engage the services of local operators and sub-contractors. Although the Tour Operator takes all reasonable care in selecting Third Party Suppliers, the Tour Operator is unable to control Third Party Suppliers, does not supervise Third Party Suppliers and therefore cannot be responsible for their acts or omissions. Any services provided by Third Party Suppliers are subject to the terms and conditions imposed by these Third Party Suppliers and their liability is limited by their tariffs, conditions of carriage, tickets and vouchers and international conventions and agreements that govern the provision of their services. These may limit or exclude liability of the Third Party Supplier. You acknowledge that Third Party Suppliers operate in compliance with the applicable laws of the countries in which they operate and the Tour Operator does not warrant that any Third Party Supplier is in compliance with the laws of your country of residence or any other jurisdiction.

THE TOUR OPERATOR IS NOT LIABLE AND WILL NOT ASSUME RESPONSIBILITY FOR ANY CLAIMS, LOSSES, DAMAGES, COSTS OR EXPENSES ARISING OUT OF INCONVENIENCE, LOSS OF ENJOYMENT, UPSET, DISAPPOINTMENT, DISTRESS OR FRUSTRATION, WHETHER PHYSICAL OR MENTAL, RESULTING FROM THE ACT OR OMISSION OF ANY PARTY OTHER THAN THE TOUR OPERATOR AND ITS EMPLOYEES.

The Tour Operator is not liable for the acts or omissions, whether negligent or otherwise, of Third Party Suppliers or any independent contractors.

The Tour Operator and its parents, subsidiaries and their respective employees, affiliates, officers, directors, successors, representatives, and assigns shall not be held liable for (A) any damage to, or loss of, property or injury to, or death of, persons occasioned directly or indirectly by an act or omission of any other provider, including but not limited to any defect in any aircraft, watercraft, or vehicle operated or provided by such other provider; and (B) any loss or damage due to delay, cancellation, or disruption in any manner caused by the laws, regulations, acts or failures to act, demands, orders, or interposition's of any government or any subdivision or agent thereof, or by acts of God, strikes, fire, flood, war, rebellion, terrorism, insurrection, sickness, quarantine, epidemics, theft, or any other cause(s) beyond their control. You waive any claim against the Tour Operator for any such loss, damage, injury, or death. In the event that any loss, death, injury or

illness is caused by the negligent acts or omissions of the Tour Operator or of the Third Party Suppliers of any services which form part of the booking contract then the Tour Operator limits its liability, where applicable by all applicable international conventions.

M. FORCE MAJEURE - The Tour Operator will not be liable in any way for death, bodily injury, illness, damage, delay or other loss or detriment to person or property, or financial costs both direct and indirect incurred, or for the Tour Operator failure to commence, perform or complete any duty owed to you if such death, delay, bodily injury (including emotional distress or injury), illness, damage or other loss or detriment to person or property is caused by Act of God, war or war like operations, mechanical breakdowns, terrorist activities or threat thereof, civil commotions, labor difficulties, interference by authorities, political disturbance, howsoever and where so ever any of the same may arise or be caused, riot, insurrection and government restraint, fire, extreme weather or any other cause whatsoever beyond the reasonable control of the Tour Operator; or an event which the Tour Operator or the Third Party Supplier of services, even with all due care, could not foresee any and all of which, individually and collectively, constitute "Force Majeure".

N. IMAGES AND MARKETING - You agree that, while participating in any Tour, images, photos or videos may be taken by other participants, the Tour Operator or its representatives that may contain or feature you. You consent to any such pictures being taken and grants a perpetual, royalty-free, worldwide, irrevocable license to the Tour Operator, its contractors, sub-contractors and assigns, to reproduce for any purpose whatsoever (including marketing, promotions and the creation of promotional materials by or with sub-licensees), in any medium whatsoever, whether currently known or hereinafter devised, without any further obligation or compensation payable to you.

O. PRIVACY POLICY - The Tour Operator must collect your personal information to deliver the Tour and any products or services booked. The Tour Operator collects, uses and discloses only that information reasonably required to enable the Tour Operator and its Third Party Suppliers to provide the particular Tour, products and/or services that you have requested as described in the Tour Operator's Privacy Policy, which can be accessed any time at "[www.myprivate.tours/privacy](http://www.myprivate.tours/privacy)" and is expressly incorporated into these Terms. By submitting any personal information to the Tour Operator, you indicate your acceptance of the Tour Operator's Privacy Policy.

P. SEVERABILITY - If any provision of these Terms is so broad as to be unenforceable, such provision will be interpreted to be only so broad as is enforceable. The invalidity or unenforceability of any provision hereof will in no way affect the validity or enforceability of any other provision.

Q. CONTRACT PARTIES, SUCCESSORS & APPLICABLE LAW - These Terms will inure to the benefit of and be binding upon the parties and their respective heirs, legal and personal representatives, executors, estate trustees, successors and assigns. The Contract and these Terms are subject to the laws of Quintana Roo, Mexico and you submit to the exclusive jurisdiction of the courts located in Playa del Carmen, Quintana Roo, Mexico for the resolution of any dispute under these Terms or concerning any Tour, product or service.

R. AMENDMENTS - The Tour Operator reserves the right to update or alter these Terms at any time, and will post the amended Terms on the Tour Operator's website at "[www.myprivate.tours/terms-conditions](http://www.myprivate.tours/terms-conditions)". Any amendment will take effect 10 days after being posted to the Tour Operator's website. An up to date copy of these Terms, as amended, may be accessed at any time on the Tour Operator's website and will be sent to you upon written request to the Tour Operator. You are deemed to have accepted any amendments to these Terms on the date that is 10 days after their posting on the Tour Operator's website. The Tour Operator recommends that you refer to the Terms prior to travel to familiarize themselves with the most up-to-date version available.

S. GENERAL LEGALITIES - All the terms and conditions governing your trip and our relationship are set out in this document that you have agreed to upon completion of your booking form. These terms and conditions will prevail in the event of any contradiction in the documents so please ensure your familiarity with them as you have agreed to be bound hereby. No party shall be bound by any express or implied terms, representation, promise or the like not recorded herein.

No variation, amendment, addition or deletion of these terms will be binding unless expressly agreed to by both parties, being the client and KayTours, in writing. From time to time, updated and amended terms and conditions will be necessitated due to changes in policy, administration and legislative alterations. Please ensure that you are familiar with the most recent document.

No relaxation or indulgence will constitute a waiver of these terms and conditions and both parties remain entitled to their rights as ascribed to them in terms hereof, despite not insisting on them at any given time. Should any of the terms and conditions as found herein be deemed to be invalid or null and void as determined by a court of law, the rest of the provisions will remain in full force and effect as if the former had not been included.

Should KayTours be prevented from carrying out any of its obligations in terms of this agreement due to causes beyond its control, KayTours shall not be held liable to continue with its obligations while the causes persist and further more shall not be held liable for any delays or losses or damages which may be incurred as a result.

Updated: August 31, 2019