

Bukadoo Terms & Conditions

Last updated: May 10th, 2015

Agreement between the customer and Bukadoo BV

Please read these Terms of Use carefully, as they contain important information about limitations of liability and resolution of disputes through arbitration rather than in court. You can agree to the terms and conditions by clicking "yes". If you do not agree with any of the terms & conditions, you may click "no" and leave the site.

Bukadoo is a trade name and resides under the limited company "Bukadoo BV", having its registered office address at Perseusweg 19, Willemstad, Curaçao, and registered at the Curaçao Chamber of Commerce.

The term "user" refers to the user visiting bukadoo.com and/or booking a reservation through bukadoo.com

The term "vendor" refers to the (potential) vendor visiting and/or registering/logging in to the site and using the site to update its account details.

By using bukadoo.com, users and vendors agree to be bound by these Terms and Conditions (this "Agreement").

This Agreement will remain in full force and effect while you use bukadoo.com and/or are a user or a vendor. You may terminate your usage at any time. Even after your usage is terminated, this Agreement will remain in effect.

Definitions

- By "Bukadoo" we mean the features and services we make available, including through bukadoo.com and any affiliate branded or co-branded websites (including sub-domains, international versions, widgets, and mobile versions) now existing or later developed.
- By "vendor" we mean the person, agency or company responsible for delivering and managing the activity service rendered through bukadoo.com.
- By "user" we mean the person, agency or company paying for services delivered by the partner through bukadoo.com.
- By "service" we mean the reservation of activities through bukadoo.com through which vendors can make their services available online for reservation, and through which users can make such reservations with vendors.
- By "information" or "content" we mean facts and other information about a vendor, including anything you or other users post on Bukadoo.

This Agreement includes and incorporates: (1) Scope of services; (2) Use Of Our Website; and (3) Privacy policy and statement on cookies.

(1) Scope of Services

Bukadoo acts only in the capacity of an agent on behalf of the Vendor Companies or other Principal that is providing your services component (Vendor). The Website is provided solely to assist customers in gathering travel information, determining the availability of travel-related goods and services, making legitimate reservations or otherwise transacting business with travel suppliers, and for no other purposes. By making a booking through bukadoo.com, you are entering into a contract directly with the Vendor and you will be subject to their terms and conditions. The delivery terms and conditions of a vendor can be obtained with the relevant vendor, if requested, prior to a booking being confirmed or along with your booking confirmation. By confirming your booking you are accepting the Vendor's terms and conditions and our terms and conditions. You should also read our Privacy Policy, which also governs your use of the Website.

Our Agreement with you sets out what you are legally entitled to expect from us when you book or reserve an activity through us.

From the point at which you make your reservation, Bukadoo acts solely as an intermediary between you and the vendor, transmitting the details of your reservation to the relevant vendor and sending you a confirmation email for and on behalf of the vendor.

We will do our best to assist you, *but will have no liability in relation to the performance of the contract with the Vendor*, and this should be taken up with the Vendor directly.

You acknowledge that some third-party providers offering certain services and/or activities may require you to sign their liability waiver prior to participating in the service and/or activity they offer. You understand that any violation of any such supplier's rules and restrictions may result in cancellation of your reservation(s), in your being denied access to the applicable travel product or services, in your forfeiting any monies paid for such reservation(s), and/or in our debiting your account for any costs we incur as a result of such violation.

The Price You Pay

You acknowledge that Bukadoo pre-negotiates certain rates with Vendors to facilitate the booking of reservations on your behalf. The rate displayed on the Website is a combination of the pre-negotiated rate for services reserved on your behalf by Bukadoo and the facilitation fee retained by Bukadoo to compensate us for our services. You authorize Bukadoo and bukadoo.com to book reservations for the total reservation price, which includes the rate displayed on the Website. Upon submitting your reservation request you authorize Bukadoo and bukadoo.com to facilitate reservations on your behalf.

We retain our fees as compensation in servicing your travel reservation. Our fees vary based on the vendor, total amount and type of reservation.

The price of the travel services will be as quoted on the website, except in cases of obvious error.

Prices are liable to change at any time, but changes will not affect bookings already accepted by our vendors.

Despite our best efforts, some of the services listed on the website may be incorrectly priced.

WE EXPRESSLY RESERVE THE RIGHT TO CORRECT ANY PRICING ERRORS ON OUR WEBSITE AND/OR ON PENDING RESERVATIONS MADE UNDER AN INCORRECT PRICE. IN SUCH EVENT, IF AVAILABLE, WE WILL OFFER YOU THE OPPORTUNITY TO KEEP YOUR PENDING RESERVATION AT THE CORRECT PRICE OR WE WILL CANCEL YOUR RESERVATION WITHOUT PENALTY.

A final price will be given prior to your trip being confirmed. Errors are rare but can occur in the pricing system and these cannot be honored.

Bukadoo is under no obligation to provide services to you at an incorrect (lower) price, even after you have been sent confirmation of your booking.

All prices are shown in United States dollars, unless otherwise stated.

Vendor Rules and Restrictions

Separate terms and conditions may apply to your reservation and purchase of travel-related goods and services that you select. Please read these separate terms and conditions carefully. You agree to abide by the terms and conditions of purchase imposed by any supplier with whom you elect to deal, including, but not limited to, payment of all amounts when due and compliance with the supplier's rules and restrictions regarding availability and use of fares, products, or services. We reserve the right to cancel your booking if full payment is not received in a timely fashion. You acknowledge that some third-party vendors offering certain services and/or activities may require you to sign their liability waiver prior to participating in the service and/or activity they offer. You understand that any violation of any such supplier's rules and restrictions may result in cancellation of your reservation(s), in your being denied access to the applicable product or services, and in your forfeiting any monies paid for such a reservation.

Taxes

YOU AGREE THAT BUKADOO BV, ITS VENDORS, OR ANY THIRD PARTIES MENTIONED ON THIS SITE, ARE NOT OBLIGATED TO DETERMINE WHETHER TAXES APPLY AND ARE NOT RESPONSIBLE TO COLLECT, REPORT, OR REMIT ANY TAXES ARISING FROM ANY TRANSACTION.

Payment

Most of the services may only require a deposit at the time of booking for you to secure your trip. Any outstanding balance is due to be paid to the Vendor prior to consuming services rendered by and booked with your selected Vendor. If you do not pay your balance prior to consuming our Vendor's services, the Vendor may cancel the booking and charge any cancellation fees as set out in the Vendor's terms and conditions.

Bukadoo may decline to commence any booking process until one business day after our payment processor confirms your payment. You agree that we are not responsible for any failure of our payment processor to remit payment to us that you may make through them, or any failure on their part to notify us of payment, and that in such cases, it is your duty to resolve the matter directly with our payment processor before we will acknowledge any payment by you.

Payments of the deposit can be accepted by Credit cards

Payments by credit cards, is possible for amounts up to 600.00 US Dollars and can only be made by the card holder or with the card holder's approval. When making your payment by card, a handling fee may apply, please check this at time of booking. In the event that the credit card holder is not also one of the passengers traveling, a Third Party Credit Card verification process will be completed up to and including completion of a Third Party Credit Card Form along with presentation of passport and driver's license.

With certain Vendors, you may be presented with the option to pay the full amount immediately. If you select this option, you will be charged the amount in US dollars by direct bank transfer, and some additional charges and conditions may apply.

All payments must be processed successfully. If however, you do not complete your payment program, all monies processed will be forfeited, and your booking will be cancelled.

If You Cancel or Change Your Booking

Any cancellation or amendment request must be sent to us in writing by the lead passenger and will not take effect until received by us.

By making a reservation with a vendor, you accept and agree to the relevant cancellation and no-show policy of that vendor, and to any additional (delivery) terms and conditions of the vendor that may apply to your reservation, including for services rendered and/or products offered by the vendor (the delivery terms and conditions of a vendor can be obtained with the relevant vendor). The general cancellation and no-show policy of each vendor is made available on our website on the vendor information pages, during the reservation procedure and in the confirmation email. Please note that certain rates are not eligible for cancellation or change. Please check the vendor's details thoroughly for any such conditions prior to making your reservation.

If you wish to review, adjust or cancel your reservation, please revert to the confirmation email and follow the instructions therein. You may cancel or change your prepaid reservation in accordance with the individual Vendor's selected cancellation policy, usually 24 to 72 hours prior to your start date. Please note that you may be charged for your cancellation in accordance with the vendor's cancellation and no-show policy. We recommend that you read the cancellation and no-show policy of the vendor carefully prior to making a reservation.

Unused Services

Neither Bukadoo nor its authorized representatives shall offer or pay any discounts or refunds for missed or unused services which were missed or unused by the Customer due to no fault of Bukadoo, or representatives, which shall include any termination of the Customer's participation in the Service due to the Customer's own fault, negligence or breach of these Terms.

Cancellation by Vendors

Bukadoo acts only in the capacity of an agent on behalf of the Vendor or other Principal that is providing your services component (Vendor). As your contract is with the Vendor, the Vendor's cancellation policy shall apply.

We do not accept any liability of whatever nature for the acts, omissions or default, whether negligent or otherwise, of those vendors in connection with your travel pursuant to a contract between them and yourselves and over whom we have no direct control. We do not accept liability in contract or in tort (actionable wrong) for any injury, damage, loss, delay, additional expenses or inconvenience caused directly or indirectly by force or other events which are beyond our control, or which are not preventable by reasonable diligence on our part including, but not limited to war, civil disturbance, fire, floods, unusually severe weather, acts of God, acts of Government or of any other authorities, accidents to or failure of machinery or equipment or industrial action.

Please note that Vendors have the ultimate responsibility for the safety of the crew and the people onboard. In the event that the trip is no longer safe due to any reason, the Vendor has the right to cancel the whole or part of the trip (before or after departure).

If your booking has to be cancelled prior to departure due to unsafe weather conditions, you shall have the choice of:

- Accepting from Bukadoo a full refund of deposit paid for the cancelled service(s).
- accepting from Bukadoo a substitute service(s) of equivalent value, where such substitute is reasonably available; or
- accepting from Bukadoo a substitute service(s) of lower value if no service(s) of equivalent value is reasonably available, and to recover from Bukadoo the difference in deposit between the deposit of the tour originally purchased and that of the substitute one;

Bukadoo is not responsible for any incidental expenses or consequential losses that the Customer may have incurred as a result of the cancelled booking such as visas, vaccinations, non-refundable flights or rail, non-refundable car parking or other fees, loss of earnings, or loss of enjoyment, etc. Bukadoo reserves the right to issue a full refund in lieu of the choices above, in its sole discretion.

Complaints

As your contract is with the Vendor, all complaints should be addressed to them but we will do our best to assist you with any queries or concerns you may have relating to your arrangements. If you have a problem whilst on a trip booked through us, this must be reported to the Vendor, their local supplier or representative immediately. If you fail to follow this procedure there will be less opportunity to investigate and rectify your complaint. If you wish to complain when you return home, please write to the Vendor. You will see their contact details on the confirmation documents we send you. We will of course do our best to assist you if required.

Insurance and Safety

It is a condition of your booking with us that you and all other members of your party, including infants and children, are adequately insured. Some hazardous activities may require additional coverage – please check with your insurance vendor. It may be a term of your contract with the Vendor that you take out suitable insurance cover and inform the Vendor of whom you are insured with so that they can take down your Insurers details. We cannot accept responsibility for any costs you incur as a result of not being adequately insured.

BY OFFERING SERVICES TO PARTICULAR INTERNATIONAL DESTINATIONS, BUKADOO DOES NOT REPRESENT OR WARRANT THAT TRAVEL TO SUCH POINTS IS ADVISABLE OR WITHOUT RISK, AND IS NOT LIABLE FOR DAMAGES OR LOSSES THAT MAY RESULT FROM TRAVEL TO SUCH DESTINATIONS.

Documentation

Once you receive your confirmation e-mail, please check it carefully to make sure that all details are correct and also ensure that the names given are the same as in the relevant ID documents you will present to the Vendor. If you believe one or more details are not correct, please contact us. Please ensure you check the information provided so that you are

fully aware of timings, durations, departures and other details. If you are unsure about any aspect of your trip please contact our Customer Service department.

Although every effort has been made to ensure that the information displayed is entirely complete and accurate, Bukadoo BV accepts no liability for any injury to persons, or any loss or damage to property caused by errors or omissions in the data displayed, whether they result from negligence, accident or any other cause.

We do not accept responsibility for any activity or procedure that may be necessary in order to enjoy the use of our services, this is including but not limited to procuring or having in possession any passport or valid identification for travel. That is the sole responsibility of the user.

(2) Use of Our Website

Use of the site

As a condition of your use of this Website, you warrant that:

1. you as a customer are at least 18 years of age;
2. you possess the legal authority to create a binding legal obligation;
3. you will use this Website in accordance with these Terms of Use;
4. use this Website will only be done by you to make legitimate reservations for you or for another person for whom you are legally authorized to act;
5. you will inform such other persons about the Terms of Use that apply to the reservations you have made on their behalf, including all rules and restrictions applicable thereto;
6. all information supplied by you on this Website is true, accurate, current and complete;
7. if you have a bukadoo.com account, you will safeguard your account information and will supervise and be completely responsible for any use of your account by you and anyone other than you.

We retain the right at our sole discretion to deny access to anyone to this Website and the services we offer, at any time and for any reason, including, but not limited to, for violation of these Terms of Use.

PROHIBITED ACTIVITIES

The content and information on this Website (including, but not limited to, price and availability of travel services) as well as the infrastructure used to provide such content and information, is proprietary to us or our vendors. While you may make limited copies of your travel itinerary (and related documents) for travel or service reservations booked through this Website, you agree not to otherwise modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell or re-sell any information, software, products, or services obtained from or through this Website. Additionally, you agree not to:

1. use this Website or its contents for any commercial purpose;
2. make any speculative, false, or fraudulent reservation or any reservation in anticipation of demand;
3. access, monitor or copy any content or information of this Website using any robot, spider, scraper or other automated means or any manual process for any purpose without our express written permission;
4. violate the restrictions in any robot exclusion headers on this Website or bypass or circumvent other measures employed to prevent or limit access to this Website;
5. take any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our infrastructure;
6. deep-link to any portion of this Website (including, without limitation, the purchase path for any travel services) for any purpose without our express written permission; or
7. "frame", "mirror" or otherwise incorporate any part of this Website into any other website without our prior written authorization.

If your booking or account shows signs of fraud, abuse or suspicious activity, Bukadoo may cancel any travel or service reservations associated with your name, email address or account, and close any associated Bukadoo accounts. If you have conducted any fraudulent activity, Bukadoo reserves the right to take any necessary legal action and you may be liable for monetary losses to Bukadoo, including litigation costs and damages. To contest the cancellation of a booking or freezing or closure of an account, please contact our Customer Service Department.

Website Facilities

We have made available various services, tools and functionality on this Website for your use. The information set out by us on these pages tells you how you can use these services, tools and functionality to find out about and book our services (as well as those provided by our selected vendors), view content provided by us, interact with us and submit and share views with other customers.

Your use of this Website in these ways is subject to these Website Terms and Conditions that incorporate our Customer Review Rules which set out the terms upon which you are able to submit reviews and content to us related to our products and services.

Customer Review Rules

You may submit your reviews, contributions and experiences and they are subject to our privacy policy.

By submitting reviews and contributions, you are granting Bukadoo a nonexclusive, perpetual, royalty-free, irrevocable, and fully sub licensable right to use, reproduce, modify, adapt, publish, translate, distribute and display such content throughout the world via any media.

By submitting your review you represent and warrant that:

- You own or control the content of your review and it is your own original work. Reviews should be genuine experiences and content should be relevant and helpful to other users of the website;
- the content is not defamatory and does not infringe any applicable laws content – this means you should not submit reviews that contain words, language or content that is or may be considered unlawful, defamatory, libelous, abusive, racially or sexually offensive or obscene;
- Harmful content – Reviews shall not contain viruses, worms, Trojan horses or other computer program that may damage or affect any system or data;
- Reviews that contain questions or comments aimed at other contributors or website users or our staff and/or representatives will not be published;
- You will indemnify and hold harmless Bukadoo BV and associated parties for all damages, costs and expenses incurred for breach of these warranties.

We reserve the right not to publish reviews, to amend content of reviews at any time and to remove reviews from this website without notice after publication at our sole discretion.

If there is any conflict between these Terms and other terms appearing elsewhere on this website then the latter shall prevail.

Terms shall be governed by and in accordance with the laws of Curaçao and any disputes arising shall be subject to the non-exclusive jurisdiction of the courts in Curaçao. These Rules are not exhaustive and we reserve the right to vary them from time to time.

Publication of these reviews and their content does not signify that we agree with the views and content given.

If you are offended by any content of a review or become aware of any postings which are in any way defamatory or in breach of the Terms of Use and/or Rules please let us know by contacting our Customer Service and we shall endeavor to remove any offending material.

Links

This Website contains links to other external websites operated by our selected vendors or partners or other third party websites.

Occasionally as you browse, book arrangements or use the functionality on this Website we may provide you with links or connect you to websites which may be our branded or third party branded sites. These links or connections are made available so you can search for and purchase additional services and find out further information on our services. Please

note that we are not responsible for nor do we endorse the content of these websites and your access and use of these websites will be subject to the terms and conditions of those websites.

Maintenance of Website

Due to maintenance work, we reserve the right to alter, update, or cancel our Service at any time. We may conduct such maintenance for security reasons, intellectual property or other reasons at our discretion, and we are not required to explain such modifications.

Liability Disclaimer

The Information, Software, Products and Services published on this Website may include inaccuracies or errors, including pricing errors. In particular, the Bukadoo BV and Bukadoo Affiliates do not guarantee the accuracy of, and disclaim all liability for any errors or other inaccuracies relating to the information and description of the travel products and services displayed on this Website (including, without limitation, the pricing, photographs, list of accommodation amenities, general product descriptions, etc.). In addition, Bukadoo BV expressly reserves the right to correct any pricing errors on our Website and/or pending reservations made under an incorrect price. In such event, if available, we will offer you the opportunity to keep your pending reservation at the correct price or we will cancel your reservation without penalty.

Ratings displayed on this Website are intended as only general guidelines; Bukadoo BV and Bukadoo Affiliates do not guarantee the accuracy of the ratings. Bukadoo BV, Bukadoo Affiliates and their respective vendors make no guarantees about the availability of specific products and services. Bukadoo BV, Bukadoo Affiliates and their respective vendors and/or suppliers may make improvements and/or changes on the Website at any time.

Bukadoo BV, the Bukadoo Affiliates and their respective suppliers make no representations about the suitability of the information, software, products and services contained on this Website for any purpose, and the inclusion or offering of any products or services on this Website does not constitute any endorsement or recommendation of such products or services by Bukadoo BV or Bukadoo Affiliates. All such information, software products, and services are provided "as is" without warranty of any kind. Bukadoo BV, the Bukadoo Affiliates, and their respective suppliers disclaim all warranties and conditions that this Website, its servers or any email sent from Bukadoo BV, Bukadoo Affiliates and/or their respective suppliers are free of viruses or other harmful components. Bukadoo BV, the Bukadoo Affiliates and their respective suppliers hereby disclaim all warranties and conditions with regard to this information, software, products and services, including all implied warranties and conditions of merchantability, fitness for a particular response, title and non-infringement.

Vendors, accommodation providers, and other suppliers providing travel or other services on this Website are independent contractors and not agents or employees of Bukadoo BV or Bukadoo Affiliates. Bukadoo BV and Bukadoo Affiliates are not liable for the acts, errors, omissions, representations, warranties, breaches or negligence of any such suppliers or for any personal injuries, death, property damage, or other damages or expenses resulting there from. Bukadoo BV and Bukadoo Affiliates have no liability and will make no refund in the event of any delay, cancellation, overbooking, strike, force majeure or other causes beyond their direct control, and they have no responsibility for any additional expenses, omissions, delays, re-routing or acts of any government or authority.

In no event shall Bukadoo BV, Bukadoo Affiliates and/or their respective suppliers be liable for any direct, indirect, punitive, incidental, special or consequential damages arising out of, or in any way connected with, your access to, display of or use of this Website or with the delay or inability to access, display or use this Website (including, but not limited to, your reliance upon opinions appearing on this Website; any computer viruses, information, software, linked sites, products and services obtaining through this Website; or otherwise arising out of the access to, display of or use of this Website) whether based on a theory of negligence, contract, tort, strict liability, consumer protection statutes, or otherwise, and even if Bukadoo BV, Bukadoo Affiliates and/or their respective suppliers have been advised of the possibility of such damages.

If, despite the limitation above, Bukadoo BV, Bukadoo Affiliates or their respective suppliers are found liable for any loss or damage which arises out of or in any way connected with any of the occurrences described above, then the liability of Bukadoo BV, Bukadoo Affiliates and/or their respective suppliers will in no event exceed, in the aggregate, the greater of (a) the service fees you paid to Bukadoo BV in connection with such transaction(s) on this Website, or (b) One-Hundred Dollars (US\$100.00) or the equivalent in local currency.

The limitation of liability reflects the allocation of risk between the parties. The limitations specified in this section will survive and apply even if any limited remedy specified in these Terms of Use is found to have failed of its essential

purpose. The limitations of liability provided in these Terms of Use inure to the benefit of Bukadoo BV, Bukadoo Affiliates, and/or their respective suppliers.