

Payment and cancelation

RATES

Rates published are GROSS and valid for the stated period. Exceptions may apply. Airfares, taxes, and supplements are NET. Quotations might be sent NET.

Rates are guaranteed for the stated period, except that severe increases are felt on fuel, logistics, local and international policies, government regulations, money fluctuations or any other event affecting the operation, which are beyond Galapagos Legend control. Any adjustment will be informed when a firm booking with full payment is received.

Galapagos Legend accepts no responsibility for discrepancies between verbal quotes / information and written quotes. After payment has been made, all information contained on Galapagos Legend itinerary is considered correct.

BOOKING GUIDELINES

All reservation requests, change in reservation and/or payment shall be advised to Galapagos Legend in written to be taken and accepted by Galapagos Legend. Reservations will be confirmed when total payment is credited in Galapagos Legend accounts. If the services and/or dates are unavailable as requested, Galapagos Legend Central Reservations will offer alternative options.

Galapagos Legend needs an update on the number of passengers and cabin type requested This must be done in written within 120, 90 and 60 days prior to cruise date.

Names and passports numbers are mandatory 60 days before trip date to keep the booking confirmed. Full cancellation fees apply if booking is cancelled at this time. All unsold space will be released. It is important to remark that a change of name is not allowed. Last minute requests will be subject to availability.

All airfares, taxes, schedules, ports of departure, hours of arrival/departure and special programs are subject to change without prior notice. In case of increase in basic services or new taxes imposed by the Government, Galapagos Legend reserves the right to charge this increase to the passenger before rendering service.

PASSENGER'S PERSONAL INFORMATION

To issue final confirmation of services, Galapagos Legend requires:

Passengers complete names, nationality, date of birth, passport numbers & passport copy in case of children, accommodation list, language spoken and mother tongue (if information is not provided on time language spoken will be English, Galapagos Legend will not accept further responsibility).

Other service information: Dietary requests if any must be notified to Galapagos Legend at least 60 days before departure. Galapagos Legend will do its best effort to satisfy dietary needs, but in certain cases it may not be possible. In special cases Galapagos Legend would need further information such as: height, weight, physical condition, etc. to be able to provide the best accommodations and services to the user.

Galapagos Legend will not discriminate against any individual because of race, sex, creed or nationality.

DEPOSIT, PAYMENT & CANCELLATION POLICIES

a) Galapagos Cruises:

- * 20% deposit is required to reserve space at the moment of the confirmation.
- ** Additional 30% must be paid between 120 & 90 days prior departure.
- * Balance must be fully credited in Galapagos Legend designated account 60 days before departure.
- * Lack of payment will produce an automatic cancellation of booked space.
- * Deposits and payments are non refundable, exceptions apply when agreed in written by Galapagos Legend legal representative.

b) Land tour services:

Full payment is required 60 days before departure. If a cancellation occurs any refund will be subject to Galapagos Legend's and third party (suppliers) cancellation policies.

- * Stronger cancellation charges and policies are enforced when booking certain properties as jungle lodges, Galapagos hotels, plain or train facilities, accommodation during high demanded seasons, guidance services, meals and others.

c) High Occupancy Dates ("HOD"):

When a Galapagos Cruise departure is full, Galapagos Legend reserves the right to ask for a non refundable additional deposit or full payment of the services besides the conditions mentioned above. If the HOD condition is accepted by the user and service is cancelled afterwards, no refund will be made and 100% charges apply. If the "HOD" advise is not accepted by the client, the booking will be treated as cancelled and listed as "requested" only, space can be confirmed in the future only if available. This "HOD" condition prevails over a) and b) mentioned above.

d) Charters:

Booking is not confirmed until a 20% non refundable deposit is credited in Galapagos Legend designated account. Additional 30% is required 180 days before departure and balance 90 days before. All deposits are non refundable.

Galapagos Legend reserves the right to confirm spaces on a first come first served basis.

e) Cancellations:

All cancellations shall be notified in writing to be taken and accepted by Galapagos Legend.

Cancellation fees will be charged from all deposits or payments automatically.

If a booking agent guarantees a reservation without payment, invoice should be honored in case services are cancelled.

f) Payment:

Payments can be made only in the account specified by Galapagos Legend in US dollars or Euros. Any expenses for transferring funds must be covered by the user and included on the payment. Galapagos Legend must receive advice of payment to be able to verify when money was credited. Reservations will only be confirmed when money is totally

credited in Galapagos Legend accounts. If the user does not respect these terms, Galapagos Legend reserves the right to place reservations under request, deny services or demand the corresponding payment directly to the traveler who is jointly liable of all conditions and terms stated in these policies and in our agreements or quotations.

g) Refunds & compensation:

As a basic principle, no refund will be made for any unused hotel or cruise accommodation, service or transport. However, in case we are able to obtain a refund there might be a deduction for administrative charges. Galapagos Legend responsibility will not extend beyond this refund and no payments will be made, or compensation given in respect of claims for contingent liability or inconvenience experienced by users. No refund can be made on lost, mislaid or destroyed tickets or vouchers nor on lost property. Any refunds will be credited to the next booking by a credit note.

COMPLAINTS

Any complaint the user might have while on holiday must be brought to Galapagos Legend main office attention immediately, in order to solve the matter. If satisfaction is not reached, complain must be put in written to Galapagos Legend in the “comment cards” provided for land or cruise services. A formal complain must be sent within 30 days of the end of the tour. Galapagos Legend will not accept any liability of claims received after this period.

INSURANCE

It is mandatory to all the passengers using any Galapagos Legend services or third party services arranged by Galapagos Legend. to have valid travel insurance before arriving in Ecuador. Insurance is not included on Galapagos Legend tours and cruises. We highly recommend purchasing traveler’s insurance for traveler and its property, as well as for trip delay, trip cancellation, interruption, baggage, life insurance, medical, accident, sickness, etc. Galapagos Legend equipment fulfills with local insurance law requirements for their operation.

PHYSICAL AND HEALTH DISABILITY

Any physical or health disability that may require special attention or treatment should be reported in written to Galapagos Legend. Galapagos Legend reserves the right to decline the provision of services. Trip members have the responsibility to select a trip appropriate to their abilities and interests. Galapagos Legend will not respond for any consequences or expenses incurred for any changes, cancellations, accidents, injury, death, etc. caused by any disability, reported or not to Galapagos Legend. No refund will be forthcoming for missed sightseeing, meals, and early/late departures and dislike visits. Galapagos Legend assumes no liability regarding provision of medical care during the trip.

OPERATION SAFETY

If a passenger is believed to be dangerous to himself or others, or causes disturbance to other passengers, Galapagos Legend representative or the ship’s captain may refuse

passenger or terminate any cruise or land program to any passenger at any time at the risk and expense of the disembarked passenger.

For safety reasons Galapagos Legend will not accept in the cruises or land tour any passenger carrying fire or sharp weapons that could cause any injury to himself or other passengers, crew, flora or fauna. Forbidden articles:

Guns - Knives - Compressed gases - Corrosives - Poisons - Explosives:

fire arms, munitions, fireworks and flares - Flammable liquids and solids - Radioactive and oxidizing materials.

- Galapagos Legend reserves the right to refuse, revoke, accept or restrain further participation to any person whose actions impede trip operation or the rights, welfare, or enjoyment of other trip members or is dangerous to him or others.
- Galapagos Legend also reserves the right to refuse, revoke, accept or restrain from further participation to any person it judges to be incapable of meeting the rigors and requirements or participating in the activities planned or contracted.
- Galapagos Legend shall not be required to refund any portion of the fare paid by any passenger who must leave the cruise or land service prematurely for any of the reasons detailed above. Therefore KT will not be responsible for lodging, meals, return transportation or other expenses incurred by the Passenger due to these reasons.
- Galapagos Legend shall not be held liable for the actions or activities of any passenger who consumes purchases or obtains, by any means, alcoholic beverages or illegal drugs. Illegal drugs are under no means allowed on board or in our land excursions. Its position will be reported immediately. If detected the cruise or tour will immediately be terminated with forfeiture of all money paid.

THIRD PARTY SERVICES

- Galapagos Legend acts only as the agent for the owners, contractor and suppliers providing means of transportation and/or related travel services, and assumes no responsibility, however caused, for injury, loss, damage to person or property in connection with any service resulting directly or indirectly from, but not limited to: detention, annoyance, delays and expenses arising from quarantine, strikes, thefts, pilferage, force major, failure of any means or conveyance to arrive and depart as scheduled, civil disturbances, terrorism, government restrictions or regulations, and discrepancies or changes on transit on aircrafts, cruises, hotel and any other services and facilities, for incidents such as airline cancellations, re-routing or any disruptions of schedule, service or accommodation, for baggage lost by airlines or the independent tour operators who handle transfer or land arrangements.
- Galapagos Legend is not responsible for the acts and / or omissions of third party providers, or for any loss, damage, or expense which the user may incur as a consequence of the acts and / or omissions of other third party service.
- Galapagos Legend and its associates act only as agents for passengers in all matters pertaining to transportation, accommodations, or other services. As agents, tickets, exchange orders, or vouchers if issued by Galapagos are subject to any and all terms and conditions under which such means of transportation; accommodations or other services are offered or provided.
- Galapagos Legend will not be liable and Travelers release Galapagos Legend for any injury, damage, loss, accident, delay or irregularity which may be caused by any such other party, person, firm or corporation in carrying out or failing to

carry out arrangements previously agreed upon, nor for the negligent misconduct, willful, criminal or otherwise of any such other party, person, firm or corporation in providing or failing to provide services, nor are to be held responsible for any act, omission or event during the passengers trip.

RESPONSIBILITIES AND LIMITATIONS OF LIABILITY

Operation Guarantee Galapagos Legend will endeavor to guarantee tours as far in advance as possible, however some tours can not be guaranteed until 15 days prior to departure. Should passenger's program be cancelled due to lack of enrolment, or commercial reasons, the client will be contacted prior to the scheduled departure.

The program might be re-booked or Galapagos Legend may refund the total payment made for the service not provided.

Necessary changes in the itinerary may be made where deemed necessary or advisable by Galapagos Legend, including substitution with comparable hotel, yacht or vessel, attractions, sightseeing or transportation unit. Extra costs due to unexpected changes in the itinerary for reasons beyond our control are not included.

(If upgrade is necessary, higher rates may apply).

Major changes will be informed as soon as possible if there is time before departure. The user may choose between: a) accepting the change, b) accepting any alternative tour offered or c) a compensation for the service not rendered. Refunds will be made as a credit note directly to the tour operator involved or the paying party. If the client decides to take the alternative offered, no further refunds or credit will be allowed unless specified so in written. Galapagos Legend will not respond for additional claims.

To keep Safety and Security standards required and to improve services, maintenance of units and dry dock dates might be advised without previous notice.

CHANGES IN FLEET & ITINERARIES

If it is not possible for Galapagos Legend to operate the contracted cruise or tour due to causes beyond its control, within 24 hours after the departure date, the cruise/tour may be cancelled and the money paid will be refunded. In case of damage of the vessel, which can not be repaired during 24 consecutive hours, Galapagos Legend will refund the pro-rate from the time the embarkation was disabled or tour operation cancelled. In cases of force majeure or commercial reasons, Galapagos Legend is entitled to provide a similar quality / price vessel, yacht, tour arrangement - if available - and reserves the right to substitute it for a similar one, with or without previous notice.

- The Galapagos cruises itineraries are subject to change without previous notice and can be operated in a different sequence. All Galapagos itineraries are under the direction of the Galapagos Park Administration or can be changed at the captain's discretion.
- Land tours itineraries are also subject to change due to weather conditions, strikes, natural events, or force major out of Galapagos Legend's control, or lack of a minimum number of participants. Galapagos Legend reserves the right to modify the itineraries and offer the best available alternative for passengers.
- There is no guarantee of observing specific wildlife during a particular land tour or cruise. All sightings are subject to environmental conditions.
- Any independent arrangements that the passenger make that are not part of the initial program are entirely at passenger's own risk. These services must be paid by the passenger directly to the third party operator.

LIMITATION OF LIABILITY

- Galapagos Legend refuses all and every liability from any and all claims of loss or damage to baggage or property of the passenger; personal injuries, death; loss or delay arising out of the acts, omissions or negligence of any independent contractor or third party supplier, such as but not limited to: carriers, cruise boats, hotels, restaurants, transportation providers and other services or facilities.
- Galapagos Legend refuses all and every liability for any accident during the practice of