

TERMS AND CONDITIONS

When booking a tour with Ecuador Experience you agree on the following terms and conditions:

General Conditions

The tour descriptions given are intended as planned routes and unlikely to change. However, according to the season, weather conditions, natural incidents (e.g. landslide), or manmade interference (e.g. roadwork), and/or government regulations, changes to the route may be necessary. The company reserves the right to implement such route changes depending on each situation.

Last minute tours

For last-minute tours, Ecuador Experience should have received the full payment of the tour before the start of the tour. If the full payment is not received the tour will be canceled.

Forbidden items and Illegal Substances

According to international law and the laws of Ecuador, any passenger is prohibited from carrying, either upon their person or in their baggage, any object or material of any nature that may be considered dangerous to the security of other passengers, staff, travelers, or the general public, including but not limited to, explosives, weapons of any kind including those used for sport, and flammable objects while participating in any of our tours. Special and more strict policies will apply for places like National Parks (e.g. Galapagos, Cotopaxi, etc.)

As well as being against the laws of Ecuador, the transport or use of any illegal substance, including illicit drugs, is expressly forbidden while on any of our tours/programs. Penalties are severe for the discovery of illegal drugs and controlled substances, which be completely the responsibility of the person who is carrying it. The possession of even minor amounts of any illegal substance can lead to charges of trafficking resulting in the offender serving over 6 months jail time before coming to trial where there is no true presumption of innocence and the burden of proof rests with the defendant.

Responsibility of Travelers

While taking a tour with Ecuador Experience, besides obeying the laws of Ecuador, travelers are responsible to understand and abide all the conditions that are explicitly and implicitly communicated by our travel agents, guides, and any other parties involved in the performance of the tour; before, during and after the tour. Acting appropriately and with respect towards any other person is required and in case of having any acts that will impede the trip operations or put in danger any other passengers, staff, or the general public, we reserve the right to finish immediately the tour without any compensation, refund or reimbursement.

It is also mandatory for all travelers to bring all the documentation needed in order to enter the country in accordance with the law. You can ask your travel agent to provide all the details and information needed regarding required documentation to travel to Ecuador, however, it is sole the responsibility of the passenger to acquire and verify all needed documentation before traveling.

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In case of damage, losses, or expenses incurred to any properties or persons during the trip due to any act of omission or violation of the law, each passenger agrees to cover/compensate for any penalties, expenses, fines, charges.

Trip cancelation Insurance

We highly recommend you get travel insurance that covers cancelation fees. Ecuador Experience will not cover expenses in case passengers do not have a trip cancelation insurance.

Health Insurance

According to the Ecuadorian government, it is not mandatory to have international health insurance while traveling to Ecuador. Nevertheless, we highly recommend you to get one. Ecuador Experience will not cover medical care or emergencies due to health issues.

Illegal tourism

Ecuador Experience does not offer tours that involve animal mistreatment, sexual tourism, or any other illegal activity.

Citations

All information that you find on the website is obtained from official sources like the Ministry of Tourism, Ministry of Foreign Affairs, official city boards, and another official website that writes about Ecuador and Peru

Pictures Disclaimer

All images found on the website, belong to us, our providers, the Ministry of Tourism, and some of our travelers who have given us permission to reuse them, but not to be shared furthermore.

Payment

There are different payment methods available; ask your agent in order to get further details about those. Some payment methods will have a surcharge fee that will need to be covered by the client, please note you will be given this information when booking the tour directly by your agent.

If payments are not completed according to the dates provided by the travel agent, we reserve the right to cancel the tour and no refunds or reimbursement will apply.

Pricing

Each passenger will get an individual and personalized quote; however, those prices might change without previous notice due to high demand, special promotions, seasons of the year, fluctuations in government taxes, and other situations beyond our control. You will be notified of final pricing by your travel agent before booking the tour.

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In case of any special promotions and discounts, Ecuador Experience will apply those based only if available and can be changed any time.

Cancelation Policy

For cancelations of 120+ days before the tour departure date, you will be charged a 20% fee for administrative fees.

For cancelations between 60-120 days before the tour departure date, a cancelation fee equal to the deposit paid will be charged (depends on the tour, please ask when booking what will be required as a deposit).

For cancelations less than 60 days prior to the tour departure date, the full amount of the tour is charged with no refund.

Please note that there might be different cancelation policies for some tours. That information will be provided by the travel agent when booking the tour and if the tour is booked, means the passenger had accepted those policies.

Liability

Travel agents, their owners, outfitters, agents, and employees generally only act as the agent for the owners, contractors, and suppliers providing means of transportation and/or all other related travel services and have no responsibility caused for injury, loss, or damage to personal property in connection with any service resulting directly from acts of God, detention, annoyance, delays, expenses arising from quarantine, strikes, thefts, pilferage, under alcoholic or medicine influence, force majeure, failure of any means conveyance to arrive or depart as scheduled, civil disturbances, terrorism, earthquakes, tsunamis, eruptions, government restrictions regulations, and discrepancies, or changes in transit or hotel services over which they have no control.

Reasonable changes in the itinerary may be made where deemed advisable for the comfort and wellbeing of the passengers and according to the government restrictions (e.g. Galapagos National Park / Cotopaxi National Park regulations).

If the tour is shortened early due to the fault of the company, the participants will receive a refund for the missing days based on a percentage of days canceled. No refund can be given on other expenses related to the trip, such as airfares, unpaid holidays are taken, etc.

If the tour is shortened early due to higher natural forces, or the participant's own fault or decision, illness, or bad condition, no refund can be given. The longer trail rides are adventurous and demanding. Fitness and adventurous spirit required.

Instructions from the guide must be followed. Anybody who continually disrupts the group and does not follow the guide's instructions and endangers safety must reckon with the possibility of exclusion from the tour with no right to a refund. Participant's suggestions are welcome and will be incorporated into the program whenever possible.

Please note that tap water in mainland Ecuador and the Galapagos might contain bacteria so we recommend always use bottled water, even when brushing your teeth. Consider informing yourself with your doctor about food safety when traveling to tropical countries and

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precaution measurements on how to avoid food poisoning (e.g. always wash your hands before eating, don't eat things on the kiosks on the street, only eat peeled fruit, etc.).

Ecuador Experience can't take any responsibility for any illnesses or missed meals & tours due to an illness.

Flight Disclaimer

In case of a flight delay (either booked by us or booked by yourself), we will try to accommodate your itinerary, but changes and penalties might apply, these penalties are the responsibility of the guest. Please contact us before booking your airfare if you have any questions regarding this matter.

Refunds and Substitution

Ecuador Experience reserves the right to substitute any travel services that are included in your tour if it deems necessary due to force majeure, mechanical failures, or other reasons. In such cases, Ecuador Experience will try its best to find a similar category service as an alternative.

Ecuador Experience reserves the exclusive right to offer affected passengers a substitute program that includes some or all the services originally booked in similar facilities, which passengers may be offered in combination with or without additional refund depending on circumstance. If affected passengers agree to any substitution, the offered substitution will encompass the full extent of the offer with the understanding that by accepting any such offer the passenger waives any further right to substitution, refund, or additional compensation of any kind and may be asked to sign an agreement to this effect at the time substitution is made. If affected passengers choose not to accept the substitution offered, Ecuador Experience reserves the right to cancel their trip (or the remainder of the trip) and provide a refund pro-rata per night not used and, in such cases, Ecuador Experience responsibility is limited to the net price pro-rata it was paid for the tour.

It is not common that we have to cancel a tour and not be able to offer an alternative with similar services to those booked originally, but in the case this happens, Ecuador Experience will offer the clients the option of a full refund of the paid tour to our company for the services that were accepted on the contract or the option to reschedule the tour for a later date with the same or higher value of the original tour.

In the case of inability to perform any of our tours due to strikes or industrial action, mechanical breakdown, fire, explosion, collision or damage of the facilities, war, riot, acts of terrorism, civil commission, inability to obtain supplies, and other circumstances beyond our control, including acts of God, forces of nature, civil disturbance and any other reasons that are beyond our control, we will be obligated to take action and modify the itineraries or even cancel the tours without any obligation to refund, substitute or compensate the tour.

Any costs associated with services that haven't been booked through Ecuador Experience will not be covered by Ecuador Experience in case of cancelation or changes in the tour.

If a situation different from those mentioned above arises, please check directly with your travel agent, policies and options might differ from one tour to another.

While signing up for one of our tours, we understand that you accepted the terms and conditions presented above.

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PRIVACY POLICY

Ecuador Experience respects your privacy and is committed to protecting the personal information that you share with us.

How we protect your information

The information we receive from you is protected against unauthorized access once we receive it. We limit the access to your information to employees who have a business reason for accessing it. We also educate our employees about the importance of your privacy through educational programs and company policies. We will not sell or distribute your Personal Information.

Like many websites, we also collect Personal Data from our visitors. This page informs you of our policies regarding the collection, use, and disclosure of Personal Data when you use our Service and book with Ecuador Experience, as well as the choices you have associated with that data.

We use your data to provide and improve the Service, as well as to complete bookings. By using the Service, you agree to the collection and use of information in accordance with this policy.

Definitions

Service is the <https://www.ecuadorexperience.com> website operated by Ecuador Experience
Personal Data

Personal Data means data about a living individual who can be identified from those data (or from those and other information either in our possession or likely to come into our possession).

Usage Data

Usage Data is data collected automatically either generated by the use of the Service or from the Service infrastructure itself (for example, the duration of a page visit).

Cookies

Cookies are small pieces of data stored on your device (computer or mobile device).

Data Controller

Data Controller means the natural or legal person who (either alone or jointly or in common with other persons) determines the purposes for which and the manner in which any personal information is, or is to be, processed.

For the purpose of this Privacy Policy, we are a Data Controller of your Personal Data.

Data Processors (or Service Providers)

Data Processor (or Service Provider) means any natural or legal person who processes the data on behalf of the Data Controller.

We may use the services of various Service Providers in order to process your data more effectively.

Data Subject (or User)

Data Subject is any living individual who is using our Service and is the subject of Personal Data.
Information Collection And Use

We collect several different types of information for various purposes to provide and improve our Service for you, as well as to complete bookings at your request and at the request of a travel agent.

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Types of Data Collected

Personal Data

While using our Service, we may ask you to provide us with certain personally identifiable information that can be used to contact or identify you (“Personal Data”).

Personally, identifiable information may include, but is not limited to:

- Business and/or Personal Email address
- First name and last name
- Phone number
- Address, State, Province, ZIP/Postal code, City
- Regional Travel and Itinerary Interests
- Number of Travelers in your Party
- Desired travel time period
- Cookies and Usage Data

In addition, we will communicate with you by email, over the phone, face to face, through social media, and via travel agents to create travel itineraries and book travel for you. We may collect additional Personal Data during that process including details of the group members you are traveling with, flight and accommodation details, and any special requirements you may request.

We may also use your Personal Data to contact you with newsletters, marketing or promotional materials, and other information that may be of interest to you. You may opt-out of receiving any, or all, of these communications from us by following the unsubscribe link or instructions provided in any email we send.

Sensitive Personal Data

Our policy is not to ask for any sensitive Personal Data from you. We, our service providers, and third parties which are providing a quote or fulfilling your travel arrangements may, however, require a certain sensitive personal data to provide services that you have requested, or to deal with your inquiries, for example, special health or dietary requirements or easy room access due to a disability.

Information About Other People

If you provide information to us about any person other than yourself, such as people you are enquiring or making a booking on behalf of, or people you are traveling with, you must ensure that they understand how their information will be used and that they have given their permissions for you to disclose it to us and for you to allow us, and our service providers, to use it.

Usage Data

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We may also collect information about how the Service is accessed and used (“Usage Data”). This Usage Data may include information such as your computer’s Internet Protocol address (e.g. IP address), browser type, browser version, the pages of our Service that you visit, the time and date of your visit, the time spent on those pages, unique device identifiers and other diagnostic data.

Tracking Cookies Data

We use cookies and similar tracking technologies to track the activity on our Service and hold certain information.

Cookies are files with a small amount of data that may include an anonymous unique identifier. Cookies are sent to your browser from a website and stored on your device. Tracking technologies also used are beacons, tags, and scripts to collect and track information and to improve and analyze our Service.

You can instruct your browser to refuse all cookies or to indicate when a cookie is being sent. However, if you do not accept cookies, you may not be able to use some portions of our Service.

Examples of Cookies we use:

- Session Cookies. We use Session Cookies to operate our Service.
- Security Cookies. We use Security Cookies for security purposes.

Use of Data

Ecuador Experience uses the collected data for various purposes:

- To provide and maintain our Service
- To respond to requests for travel proposals
- To fulfill contracted travel bookings
- To notify you about changes to our Service
- To allow you to participate in interactive features of our Service when you choose to do so
- To provide customer support
- To gather analysis or valuable information so that we can improve our Service
- To monitor the usage of our Service
- To detect, prevent and address technical issues
- To provide you with news, special offers, and general information about goods, services, and events which we offer that are similar to those that you have already purchased or enquired about unless you have opted not to receive such information

Legal Basis for Processing Personal Data Under General Data Protection Regulation (GDPR)

If you are from the European Economic Area (EEA), Ecuador Experience legal basis for collecting and using the personal information described in this Privacy Policy depends on the Personal Data we collect and the specific context in which we collect it.

Ecuador Experience may process your Personal Data because:

- We need to perform a contract with you
- You have given us permission to do so
- The processing is in our legitimate interests and it’s not overridden by your rights
- To comply with the law

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Retention of Data

Ecuador Experience will retain your Personal Data only for as long as is necessary for the purposes set out in this Privacy Policy. We will retain and use your Personal Data to the extent necessary to comply with our legal obligations (for example, if we are required to retain your data to comply with applicable laws), resolve disputes, and enforce our legal agreements and policies.

Ecuador Experience will also retain Usage Data for internal analysis purposes. Usage Data is generally retained for a shorter period of time, except when this data is used to strengthen the security or to improve the functionality of our Service, or we are legally obligated to retain this data for longer time periods.

Transfer of Data

Your information, including Personal Data, may be transferred to — and maintained on — computers located outside of your state, province, country, or other governmental jurisdiction where the data protection laws may differ from those from your jurisdiction.

If you are located outside Ecuador and choose to provide information to us, please note that we may transfer the data, including Personal Data, to Ecuador and process it there.

Your consent to this Privacy Policy followed by your submission of such information represents your agreement to that transfer.

Ecuador Experience will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this Privacy Policy and no transfer of your Personal Data will take place to an organization or a country unless there are adequate controls in place including the security of your data and other personal information.

Business Transaction

If Ecuador Experience is involved in a merger, acquisition, or asset sale, your Personal Data may be transferred. We will provide notice before your Personal Data is transferred and becomes subject to a different Privacy Policy.

Disclosure for Law Enforcement

Under certain circumstances, Ecuador Experience may be required to disclose your Personal Data if required to do so by law or in response to valid requests by public authorities (e.g. a court or a government agency).

Legal Requirements

Ecuador Experience may disclose your Personal Data in the good faith belief that such action is necessary to:

- To comply with a legal obligation
- To protect and defend the rights or property of Ecuador Experience
- To prevent or investigate possible wrongdoing in connection with the Service
- To protect the personal safety of users of the Service or the public
- To protect against legal liability

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Security of Data

The security of your data is important to us, but remember that no method of transmission over the Internet, or method of electronic storage is 100% secure. While we strive to use commercially acceptable means to protect your Personal Data, we cannot guarantee its absolute security.

“Do Not Track” Signals

We do not support Do Not Track (“DNT”). Do Not Track is a preference you can set in your web browser to inform websites that you do not want to be tracked.

You can enable or disable Do Not Track by visiting the Preferences or Settings page of your web browser.

Your Data Protection Rights Under General Data Protection Regulation (GDPR)

If you are a resident of the European Economic Area (EEA), you have certain data protection rights. Ecuador Experience aims to take reasonable steps to allow you to correct, amend, delete, or limit the use of your Personal Data.

If you wish to be informed what Personal Data we hold about you and if you want it to be removed from our systems, please contact your travel agent.

In certain circumstances, you have the following data protection rights:

The right to access, update or delete the information we have on you. To access, update or request deletion of your Personal Data, please contact your travel agent.

The right of rectification. You have the right to have your information rectified if that information is inaccurate or incomplete.

The right to object. You have the right to object to our processing of your Personal Data.

The right of restriction. You have the right to request that we restrict the processing of your personal information.

The right to data portability. You have the right to be provided with a copy of the information we have on you in a structured, machine-readable, and commonly used format.

The right to withdraw consent. You also have the right to withdraw your consent at any time where Ecuador Experience relied on your consent to process your personal information.

Please note that we may ask you to verify your identity before responding to such requests.

You have the right to complain to a Data Protection Authority about our collection and use of your Personal Data. For more information, please contact your local data protection authority in the European Economic Area (EEA).

Service Providers

We may employ third-party companies and individuals to facilitate our Service (“Service Providers”), to provide the Service on our behalf, to perform Service-related services, or to assist us in analyzing how our Service is used.

These third parties have access to your Personal Data only to perform these tasks on our behalf and are obligated not to disclose or use it for any other purpose.

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Analytics

We may use third-party Service Providers to monitor and analyze the use of our Service.

Google Analytics

Google Analytics is a web analytics service offered by Google that tracks and reports website traffic. Google uses the data collected to track and monitor the use of our Service. This data is shared with other Google services. Google may use the collected data to contextualize and personalize the ads of its own advertising network.

You can opt-out of having made your activity on the Service available to Google Analytics by installing the Google Analytics opt-out browser add-on. The add-on prevents the Google Analytics JavaScript (ga.js, analytics.js, and dc.js) from sharing information with Google Analytics about visits activity.

For more information on the privacy practices of Google, please visit the Google Privacy Terms web page: <http://www.google.com/intl/en/policies/privacy/>

Email Marketing

We may use third-party Service Providers to provide you with news, special offers, and general information about our goods, services, and events.

Mailchimp

MailChimp is an online marketing platform that enables members to send and manage email campaigns and serve advertisements. They also provide real-time data analytics. Ecuador Experience utilizes Mailchimp to store Personal Data and deliver emails to provide you with news, special offers, and general information about our goods, services, and events.

You can opt-out of receiving any, or all, communications from Ecuador Experience by following the unsubscribe link or instructions provided in any email we send.

For more information on the privacy policy practices of Mailchimp, please visit the Mailchimp Privacy Terms web page: <https://mailchimp.com/legal/privacy/>

Customer Relationship Management Tool

We may use third-party Service Providers to securely store and maintain your Personal Data of a business nature.

Links to Other Sites

Our Service may contain links to other sites that are not operated by us. If you click on a third-party link, you will be directed to that third party's site. We strongly advise you to review the Privacy Policy of every site you visit.

We have no control over and assume no responsibility for the content, privacy policies, or practices of any third-party sites or services.

Children's Privacy

Our Service does not address anyone under the age of 18 ("Children").

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We do not knowingly collect Personal Data from anyone under the age of 18 unless it is provided by their parent to fulfill a travel booking. If you are a parent or guardian and you are aware that your child(ren) has provided us with Personal Data for any other reason, please contact us. If we become aware that we have collected Personal Data from children without verification of parental consent, we take steps to remove that information from our servers.

Changes To This Terms and Conditions and Privacy Policy

We may update our Terms and Conditions as well as our Privacy Policy from time to time. We will notify you of any changes by posting the new Terms and Conditions and Privacy Policy on this page.

We will let you know via email and/or a prominent notice on our Service, prior to the change becoming effective and update the “effective date” at the top of this Privacy Policy.

You are advised to review this Privacy Policy periodically for any changes. Changes to this Terms and Conditions and Privacy Policy are effective when they are posted on this page.

Last update: April-2021

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