



**ALMIZA TOURS**

by Myfriend MARIO

## **GENERAL TERMS AND CONDITIONS BETWEEN THE USER AND ALMIZA TOUR SERVICE PROVIDER**

### **1. GENERAL PROVISIONS**

The following general terms and conditions (hereinafter referred to as GTC) rule the contracts made between the tourist or visitor (hereinafter referred to as USER) and Almiza Tours or My Friend Mario (hereinafter referred to as MFM) Tourist Services Provider through the Internet Booking System of MFM.

These CGC are applied subject to the mandatory rules according to universal standards and best practices in the provision of this type of services, customary and subject to the particular agreements between the USER and MFM.

### **2. DEFINITIONS**

In order to apply these GTC, the terms hereinafter conventionally indicated in capital letters (whether in singular or plural form) shall have the following univocal meanings:

- User: it referred to the subject, (natural or legal person), who uses the Booking System of MFM in order to hire a tourist service offered, including the usage of installations and facilities other than hotels.
- Tourist Services Provider: it means the provider of a tourist package in the territory of Panama, Republic of Panama.
- The Tourist Agency: it means the institution which deals with the management of the Booking System.
- Tourist Site: it is the website operating at the address <http://www.myfriendmario.com>
- Tourist package: refers to one of the many tourist destinations MFM provides USER visit, which are organized in groups of sites or destinations.
- The Booking System: it means the technological platform aimed at supporting the request for the hiring of a tourist service availability and the possible following reservation. The System uses an online facility, which is on the tourist site.
- Reservation: it means any order relating to a tourist service through the Booking System of MFM.
- Reservation Confirmation: it means the communication which confirms the requested service (voucher), generated by the Booking System of MFM which is send to the User via email or printed by the USER in his own facility.
- Not Shown: it occurs when the User does not turn up at the agreed location and at the accorded time, without having previously cancelled the reservation.

### **3. HOW THE SERVICE WORKS**

By making a Reservation through The Booking System of MFM a direct (legally binding) contractual relationship is established between the USER and MFM. Once the above Reservation is made, MFM will book the Tourist package for the person indicated in the Order Form.

MFM is the sole exclusive and direct responsible towards the User for the correctness and truthfulness of the data of the Booking System of MFM, including all the information relative to the prices applied and the availability for the installations and facilities.

Although we offer our service with scrupulousness and care, we are not responsible for any service interruption due to temporary and/or partial of weather condition; breakdown traffic, repair or maintenance of installations visited; or misleading or false information, or for its non-delivery, caused by third party.

The tourist packages offered to the User which can be booked through the Booking System of MFM are casual and is not based on rating or quality criteria. The decision is the result of the search set by the User on the Booking System of MFM according to given parameters such as: the locality, the time, the length of the stay, the type of tour packages, the number of persons, etc.

#### **4. HOW TO MAKE A RESERVATION**

The Reservation will be carried out online or in site, through the Tourist Site <http://www.myfiendmario.com>.

With the Reservation, the contractual relationship is directly established between the MFM and the User. Upon Reservation, the Booking System of MFM generates a communication for confirming the requested service (voucher) and sends it directly to the User. The information relative to the Tourist Services Providers is contained in the notes and details of the offer, which can be consulted before the conclusion of the reservation process.

#### **5. PAYMENT**

- CASH in site to MFM personnel only. Under no circumstances shall be made to Resellers or any Agents outside the direct MFM staff.
- Bank Transfer

#### **6. DISCLAIMER**

In case of No Show, any payment in advance made to MFM may shall not be refundable, unless a previous cancellation of the booking has been communicated to MFM. Upon verification and in a safe way, the refund will be made under the general conditions of the latter. Such conditions will be valid for any dispute that may arise between the User and MFM.

**Before making the Booking, and to avoid controversies please carefully review your schedules and price details of our tourist packages for any such conditions.**

The acceptance of these general terms and conditions represents authorization to proceed with the pertinent arrangements regarding the service that MFM will provide, which is the sole purpose for executing the Reservation.

#### **6. PRIVACY**

Your personal data may be used by MFM in order to send you any news and updates concerning the tourist offer. The personal data that you communicate to us will be registered on protected electronic devices in accordance with the requirements of the Legislative Decree that govern this matter in our country, and treated strictly confidentially and will not be communicated to third parties.

#### **7. CANCELLATION OF THE BOOKING**

By making a Reservation with MFM, you accept and agree to the respective cancellation and no-show policy and any additional regulations, terms and conditions which may be applied to your Reservation or during your visit, including the services and/or products offered.

If you wish to cancel your Reservation made through the Booking System of MFM you have to send a written communication (by email) to MFM with at least 3 days in advance, who will in turn have to send the relative acknowledgment of relive and confirmation.

The cancellation of your Reservation is ruled by these general terms and conditions **unless differently stated by the service Terms and Conditions in force at the service provided.**

#### **8. OBLIGATIONS OF THE USER**

Once the Reservation is made, the User will have to communicate any possible change directly to MFM by email. If changes have some monetary effect (inclusion or exclusion of persons reported at the time of booking and payment of the tour package, this (case by case) will be resolved with the MFM staff time of the tour.

The User will make the payment for the service booked directly to the Tourist Services Provider of MFM, following its instructions stated in point 5 of this GTC.

The people that will attend the tour subject to this GTC must observe kind and gentle composure within MFM staff and other accompanying visitors, as well as with any passer that could come in the places to visit. In the case of traveling with children, they should be aware of them and watch them in all time to avoid uncomfortable situations.

#### **9. OBLIGATIONS OF MFM**

The Tourist Services Provider cannot withdraw from the Reservation not even partially, and it has to supply the service booked, except for the cases of force majeure.

The Tourist Services Provider has to offer the service agreed upon according to the appropriate quality standards for the type of service booked and the facility rating, and also guarantees the truthfulness of the supplies mentioned and the respect for the laws and regulations in force relative to the accessibility for disabled persons.

The Tourist Services Provider guarantees that all the prices it indicates in the Booking System of MFM are inclusive of VAT and possible other taxes

#### **10. ANIMALS**

Animals are not allowed into the tourist service package only upon authorization by the Tourist Services Provider and, in case, for a consideration. The accompanying dogs for blind persons are not included in the above prohibition.

#### **11. APPLICABLE LAW AND COMPETENT COURT**

These general terms and conditions and the particular provisions of the single Tourist Services Provider shall be governed by the Panamanian law. Any dispute relating to the interpretation, the application and enforcement of the contract between the Tourist Services Provider and the User shall exclusively be submitted to the competent court in Panama.