

explore-mesoamerica.com thanks you for your interest and confidence. The following General Terms and Conditions apply to all services provided by explore-mesoamerica.com, HON Tourism Marketing GmbH, Bahnhofstrasse 26, 6318 Walchwil, Switzerland (hereinafter referred to as HON Tourism).

### 1. General information

#### i. Booking platform

HON Tourism operates a booking platform for hotels and tours in the Mesoamerica region. The offers of hotels, tour operators and other tour operators (all of whom are hereinafter referred to as tour operators) with which HON Tourism has valid distribution contracts at the current time are presented. HON Tourism does not own, operate or maintain its own hotels or tour operator services. If the customer chooses one or more offers, he can commission HON Tourism with the mediation of a contract between him and the respective supplier. HON Tourism only acts as an intermediary for contracts for hotel stays, tours and other individual tourist services. The contracts are concluded directly between the customer and the respective supplier.

#### ii. Validity of the General Terms and Conditions of HON Tourism and the booked supplier

The terms and conditions of HON Tourism as well as those of the booked supplier at the time of the conclusion of the contract apply.

Customers can view the general terms and conditions of the suppliers and HON Tourism on the Internet at <https://www.explore-mesoamerica.com/ts&cs> and save and/or print them on their computers.

#### iii. **Important:** Correspondence by email

Travel suggestions, confirmations/invoices, queries and all other correspondence will be sent exclusively by email. The customer must therefore provide a valid email address for all enquiries. HON Tourism will use this email address for confirmations/invoices, queries and all correspondence. The customer shall ensure that HON Tourism is informed of the valid email address and must immediately inform HON Tourism of any new email address in the event of a change of the same.

The customer is responsible for ensuring that the emails from HON Tourism can be received correctly from the sender: [enquiries@explore-mesoamerica.com](mailto:enquiries@explore-mesoamerica.com)

#### iv. Booking for fellow travellers

If the customer books services for fellow travellers, he expressly assumes the payment obligation for all booked services.

v. Booking services with multiple suppliers

The customer can request services from more than one supplier. In this case, HON Tourism will obtain the travel suggestions from the desired tour operators. If the customer chooses to book the services of multiple suppliers, he concludes a separate and independent contract with each supplier. The various contracts are subject to the terms and conditions of each booked supplier. For example, the cancellation of a service with one supplier has no influence on the existing contracts in place with other booked suppliers.

vi. No right revocation

HON Tourism expressly draws the attention of customers residing in an EU and EEA country to the fact that there is no (legal) right of revocation for tourist services with exact data on the provision of services.

## 2. Contract

i. Portfolio

HON Tourism offers a portfolio of selected hotels and tour operators as well as other providers of tourism services in the Mesoamerica region.

ii. The customer's contractual partner is the supplier

The customer has the possibility to reserve an offer of his choice through HON Tourism. The contract is concluded directly between the customer and the respective supplier. HON Tourism only acts as an intermediary for the respective supplier. The supplier is also responsible for issuing the invoice.

iii. Mediation of contracts

By filling in the form on the website [explore-mesoamerica.com](http://explore-mesoamerica.com) or by written or verbal request, the customer instructs HON Tourism to request an offer of the desired services from the supplier. HON Tourism sends the offer to the customer. The customer is free to accept this proposal. If the customer accepts the proposal, he is bound to his promise for 5 working days. HON Tourism transmits the customer's consent to the supplier. The customer will receive a confirmation/invoice from the supplier by email.

a. Additional requests

When making an enquiry, the customer can make additional requests such as; a single room for hotel services, Nitrox for diving packages or a German speaking tour guide for tours etc. HON Tourism will clarify with the supplier whether these requests can be met and at what cost.

It is possible that certain additional requests can only be booked onsite. If this is the case, this will be stated accordingly in the supplier's proposal. The customer acknowledges that the possibility of booking the additional request onsite is dependent on the conditions at the time of booking onsite. It is possible that the desired services are already fully booked or, for example, due to weather conditions cannot be offered. If the additional request cannot be booked, this does not represent a breach of contract.

If the customer makes additional requests after conclusion of the contract and these cannot be confirmed, this does not entitle the customer to free cancellation of the booking.

b. Recreational diving and diving packages

HON Tourism only arranges diving, dive packages and training in the field of **"recreational diving"**. If the customer wishes to partake in "technical diving", i.e. diving deeper than 40m, with special equipment or cave diving etc. **this requires special fitness and agreement with the desired diving school or diving resort**. The customer must arrange this directly with the diving school or the diving resort. It is the customer's own responsibility to clarify whether he fulfils the special conditions for "technical diving" and takes part in such events at his own risk. This provision also applies if the customer has booked "recreational diving" through HON Tourism and agrees to "technical diving" on site or otherwise participates in "technical diving". - HON Tourism cannot be held liable under any legal title for any incidents that may occur during "technical diving".

iv. Verification of the confirmation/invoice and acceptance of the GTC

The customer is responsible for immediately checking the confirmation/invoice sent to him for correctness and informing HON Tourism of any errors. Any consequential costs arising from the failure to notify HON Tourism shall be borne by the customer.

On payment of the deposit or invoice at the latest, the customer is accepting the General Terms and Conditions of HON Tourism and those of the booked suppliers.

v. HON Tourism obligations

The contractual obligation of HON Tourism is limited to the proper brokerage of the contract for the booked services. The provision of the booked services as such is not part of HON Tourism's contractual obligations.

vi. Conditions of participation

The participant is obliged to clarify whether he/she fulfils the conditions of participation in the booked activities. HON Tourism does not need to check this.

vii. Travel and health regulations

a. Travel regulations and travel via the USA (transit)

The customer is responsible for complying with passport, visa, customs and foreign exchange regulations and for obtaining the necessary documents. This includes during a transit stay (change) in the USA where the US entry regulations must be fulfilled, otherwise entry is refused. The customer must ensure they enquire in good time, with the responsible American authorities, about the valid entry regulations.

b. Health regulations and vaccinations

The customer is responsible for complying with any vaccination regulations. HON Tourism recommends that customers check with their doctor about any vaccinations etc. before booking or at the latest 6 weeks before departure. More information can be found at:

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Customers from Switzerland at [www.safetravel.ch](http://www.safetravel.ch)  
Customers from Germany at [www.fit-for-travel.de](http://www.fit-for-travel.de)  
Customers from Austria at [www.tropeninstitut.at](http://www.tropeninstitut.at)  
Customers from United Kingdom at [www.fitfortravel.nhs.uk](http://www.fitfortravel.nhs.uk)

### viii. Booking flights

HON Tourism does not make flight bookings for customers. The customer can book through a travel agency of his choice or via the Internet. On request, HON Tourism supports HON Tourism customers in finding suitable flights. This is a customer service only, without any obligation on the part of HON Tourism. In this case too, the customer is responsible for booking his own flights and concludes the contract directly with the airline. In particular, HON Tourism is not liable for airline selection, flight timetable changes, flight cancellations, delays, etc.

### ix. Travel insurance

Travel insurance (to cover cancellation costs and travel incidents) is strongly recommended. HON Tourism will be happy to advise you. If the customer waives an insurance contract he must provide sufficient insurance cover elsewhere. HON Tourism expressly draws the customer's attention to the fact that normal travel insurance provides only limited services.

### x. Prices

HON Tourism only publishes the prices of the suppliers. It can happen that suppliers publish special offers on their website or on other platforms such as Groupon, flyers, trade fair offers, etc. If this is the case, the customer can provide the link of the offer to HON Tourism. He can also benefit from these special conditions when booking with HON Tourism, provided the supplier agrees.

### xi. Service and price changes

The services and prices published on [www.explore-mesoamerica.com](http://www.explore-mesoamerica.com) are not binding offers from HON Tourism or the suppliers. They are subject to change without notice.

The suppliers or HON Tourism reserve the right to change prices after conclusion of the contract in the following cases:

- New or increased government charges or fees (e.g. taxes)
- Printing and publication errors

### xii. Invoicing

HON Tourism will send the confirmation/invoice by email on behalf of the supplier. The customer may state in advance which currency to be invoiced in and whether he would like to pay the entire invoice amount at once. In any case, the terms and conditions of the respective supplier apply to the payment terms.

### xiii. Terms of payment US dollar/Swiss franc/GBP and euro

The prices offered are in US dollars only. To simplify orientation, the price is also converted into British Pounds, Swiss Francs or Euros. The customer can specify the desired currency when requesting an offer. Since the conversion rates are subject to fluctuation, the conversion in the offer is not guaranteed. Only the price stated in

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US dollars is binding for the booking. If the customer pays in British Pounds, Swiss Francs or Euros, the daily exchange rate of US dollars to the corresponding currency on the day of the respective invoice shall be decisive for the down payment and the balance payment. Invoices are to be paid immediately upon receipt and to the account indicated on the invoice.

HON Tourism advises that currency fluctuations may occur between the date of the invoice and the date of payment. If the invoice is not paid within 10 days after publication, HON Tourism reserves the right to cancel it.

HON Tourism reserves the right to charge the customer an additional processing fee of GBP/CHF/EUR/USD 40.00 for any negative price development.

In the event of cancellation, the cancellation costs will be charged in USD. Any refunds will be made in USD. If the customer wishes to pay in GBP, CHF or EUR, the exchange rate USD – GBP/CHF/EUR on the day of receipt of the cancellation notification by HON Tourism is the decisive rate for the conversion.

#### xiv. Payment default

HON Tourism will inform the supplier if payment is delayed more than 20 days beyond the payment date. They reserve the right to insist on fulfilment of the contract or to dissolve the contract. In case of cancellation by the supplier, the cancellation costs are due for payment according to the conditions of the supplier and the customer loses the right to fulfill the contract.

#### xv. Bank transfer

HON Tourism would like to point out that the trips can only be paid by bank transfer. Swiss Francs within Switzerland, Euro within the European Union and British Pounds in the United Kingdom can currently be used for bank transfers without charges. This can change at any time. Depending on customers bank, transfer fees can be charged to the customer.

## 3. Cancellation and rebooking provisions

#### i. Cancellation and rebooking conditions

The cancellation and rebooking regulations of the suppliers apply. These can be found in the general terms and conditions of the suppliers, which can be downloaded at <https://www.explore-mesoamerica.com/ts&cs>.

For the calculation of the cancellation costs, the receipt of the cancellation or rebooking notification by HON Tourism is decisive (hereinafter Section 3.ii).

#### ii. Expiry of cancellations and rebookings

Cancellations and changes of bookings can only be made by telephone (freephone: 00800-2200 1100) or by e-mail: [enquiries@explore-mesoamerica.com](mailto:enquiries@explore-mesoamerica.com) during opening hours. Emails will be answered as soon as possible.

## 4. Complaints and customer complaints

### i. Onsite complaints and resolution

Should the customer have cause for complaint or suffer damage during the trip, this must be reported to the tour operator locally immediately and as a matter of urgency. This usually results in a resolution onsite. If the supplier is not contacted and a resolution requested locally, the customer loses all rights.

### ii. Reporting a complaint on return

If no satisfactory solution has been found locally, the customer must notify HON Tourism of the complaint, in writing, within 30 days of the return journey. HON Tourism will provide the supplier with the relevant documents for them to make the final decision.

## 5. Plans on return

Despite best travel planning it can happen, due to unforeseeable or unavoidable events, that the return journey is delayed. The customer should therefore not plan any obligations for the day of return and when travelling to other continents for the following day, the non-compliance of which could have serious consequences.

## 6. Photographs and video recordings

Some suppliers take photographs and video recordings of their activities and facilities for commercial purposes. If such recordings are made of the customer or their fellow travellers and if the customer or fellow travellers do not agree to it, they should immediately inform the supplier locally.

## 7. Liability provisions

### i. Selection of the suppliers

HON Tourism has carefully selected the suppliers.

### ii. Offer details

The descriptions of the hotels, dive centres etc. as well as the service descriptions and prices are transmitted directly by the suppliers. HON Tourism can therefore not guarantee the accuracy and timeliness of this information. The service descriptions, prices etc. are not binding offers neither from the suppliers nor from HON Tourism. Service descriptions and prices are subject to change without notice. The offers of the suppliers are solely authoritative.

### iii. Exclusions of liability

HON Tourism commits itself to the proper mediation of the contract according to the offer of the supplier. HON Tourism is not a party to the main contract (hotel, diving, etc.).

The main contract is concluded directly with the respective supplier. HON Tourism is therefore not liable for the correct fulfilment of the contract by the booked tour operator. HON Tourism is not liable for auxiliary persons, indirect or consequential damages, for wasted holiday time, frustration damages, lost holiday enjoyment etc. Liability for slight negligence on the part of HON Tourism is excluded and liability is limited to a maximum of double the travel price/participant.

In particular, HON Tourism shall not be liable if the defective performance of the contract, defects, damages, etc. are due to an incorrect email address of the customer.

Furthermore, HON Tourism is not liable for failures of the customer or supplier, unforeseeable or unavoidable failures of a third party who is not involved in the provision of the contractually agreed services, force majeure or an event which HON Tourism or the supplier could not foresee or avert despite all due care.

The non contractual liability of HON Tourism is governed by the statutory provisions, whereby the limitations and exclusions of liability in these General Terms and Conditions shall also apply.

#### iv. Liability of the suppliers

The booked suppliers are liable according to their own general terms and conditions and applicable laws. These may contain limitations and exclusions of liability. The corresponding conditions can be found at [www.explore-mesoamerica.com/ts&cs](http://www.explore-mesoamerica.com/ts&cs).

## 8. Data protection

#### i. Personal data

HON Tourism is subject to the Swiss Data Protection Act. Below HON Tourism explains which data is processed. By accepting the General Terms and Conditions, the customer agrees to the processing of the data in accordance with these conditions.

#### ii. SSL encryption

All personal information entered using a form on the website is transmitted using an SSL encryption method. Normal emails are transmitted unencrypted.

#### iii. Data collection and personal data requiring special protection

In the course of preparing an offer and concluding a contract, the following data is collected from customers and fellow travellers: Title, first and last name, address, email address, telephone number, date of birth, copy of passport, travel dates, services requested/booked, special requests and any other information that the customer sends to HON Tourism.

It is possible that the customer transmits sensitive personal data to HON Tourism (e.g. concerning the state of health or food preferences related to religious beliefs). The customer or fellow traveller expressly agree that HON Tourism may process this data in accordance with this data protection provision and these terms and conditions.

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In particular, HON Tourism is authorised to transmit this data to the booked supplier or his representative and, if necessary, to the authorities.

### iv. Transmission of personal data to suppliers and authorities

HON Tourism transmits personal data provided to the booked tour operators or their representatives, as far as necessary for the correct execution of the contract. It is possible that the level of data protection abroad is lower than in Switzerland. The suppliers process this personal data in accordance with the regulations applicable to them.

It is possible that the booked suppliers or HON Tourism have to transmit the personal data to the authorities or their representatives due to legal regulations or official orders.

### v. Newsletter

Once an offer has been made, HON Tourism will from time to time inform selected customers by email about special services and products. The customer can object to the use of his email address for this newsletter service at any time. At the end of the newsletter there is a link "Unsubscribe newsletter" to unsubscribe from the mailing list. In the event of such objection, HON Tourism will only send booking related emails to the customer.

## 9. Vouchers

### i. Vouchers from HON Tourism

The customer must explicitly state they are using a voucher from HON Tourism when requesting an offer. A voucher can only be used for a booking that has not yet been made. Subsequent redemption of an existing booking is not possible. Vouchers cannot be redeemed for discounts. Vouchers cannot be paid out and cannot be accumulated. The period of validity and the transferability as well as further rules are indicated on the respective voucher. If this is not the case, the voucher has a validity period of 1 year from the date of issue and the voucher is transferable.

### ii. Supplier vouchers

Vouchers from suppliers are subject to the conditions of the corresponding supplier. The customer is responsible for providing the details of the voucher when submitting an enquiry, HON Tourism will ask the supplier whether they accept the voucher and will inform the customer accordingly.

### iii. Transmission of the voucher

HON Tourism will inform you whether the original voucher must be sent to HON Tourism by post or whether it is sufficient to send the voucher by email.

### 10. Copyright, links and changes to the website

#### i. Copyright

All texts and illustrations used on this platform are protected by copyright.

#### ii. Reprint/publication

Reproduction and publication of the information on [www.explore-mesoamerica.com](http://www.explore-mesoamerica.com), in whole or in part, is only permitted with the written consent of HON Tourism.

#### iii. Modification of the website

HON Tourism reserves the right to change the website at any time.

#### iv. External links

HON Tourism is not responsible for the content of external websites. HON Tourism expressly disassociates itself from all content of linked pages or graphics.

### 11. General conditions, choice of law and place of jurisdiction

#### i. Severability clause

Should provisions of these General Terms and Conditions be or become wholly or partially invalid or void, this shall not affect the validity of the remaining provisions. In this case, the wholly or partially invalid or invalid provision shall be replaced by a valid and effective provision that comes as close as possible to the purpose of the original provision.

#### ii. Choice of law and place of jurisdiction

The relationship between the client and HON Tourism shall be governed exclusively by Swiss law. Legal action against HON Tourism can only be brought at the company's headquarters in Zug, Switzerland. This choice of law and place of jurisdiction shall be governed by applicable laws and international agreements, subject to any other mandatory provisions which cannot be amended by contract.

#### iii. Operator of the website [www.explore-mesoamerica.com](http://www.explore-mesoamerica.com) and mediator of contracts

HON Tourism Marketing GmbH, [explore-mesoamerica.com](http://explore-mesoamerica.com)

Bahnhofstrasse 26, CH-6318 Walchwil.

Phone: 00800-2200 1100 E-mail: [info@explore-mesoamerica.com](mailto:info@explore-mesoamerica.com)

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