

Dynamic DMC Online Store Terms of Use

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Welcome to Central America!

We help users to research and book travel experiences and tailor their trips to the best fit while they are visiting our destinations. However, we are not a travel or tour agency, and we do not provide such experiences ourselves. When you make a booking, you will be purchasing a tour, ticket or other service directly from the third-party supplier.

These Terms of Use apply to any use of Dynamic DMC's services. Please read these Terms of Use carefully, as they contain important information concerning your legal rights and limitations on these rights, as well as a section regarding applicable law and jurisdiction of disputes. By accessing or using Dynamic DMC's services, you are indicating that you have read these Terms of Use and agree to be bound by them. If you do not agree with all of these Terms of Use, you are not permitted to access or use the services.

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Introduction

1.1 These terms of use, together with the Privacy Policy and GDPR Policy (collectively, the "Terms of Use") set out the terms on which Kinchel Sociedad Anónima, DBA Dynamic DMC Costa Rica, a Costa Rican corporation and Panaidea Sociedad Anónima DBA Dynamic DMC Panama, a Panamanian corporation (together with certain specified affiliates and subsidiaries: "Dynamic", "Dynamic DMC", "we", "us", "our") provides services (the "Services") through Dynamic DMC's booking platform (the "Platform") as may be made available through our website (www.dynamicstore.com, together with all related domains, white label and affiliate sites, mobile properties and related applications, collectively referred to as the "Website") and over the telephone. When we refer to "you", we mean any person that accesses or uses the Services. Dynamic DMC is not a travel or tour agency, nor is it a supplier of tours, activities or experiences. When you make a booking, you are using the Platform to contract with third party suppliers.

1.2 If you wish to contact Dynamic DMC, please visit our Online Customer Care contact at info@dynamicdmc.com giving information about ways to contact us or visit us at the Hospitality Desk of your trip at your hotel. You can also write to us at the following address: 05 Hoja Blanca Street, San Antonio de Escazú, San José, Costa Rica.

1.3 These Terms of Use govern your relationship with us in respect of your use of the Services, including any bookings that you make of any tour, ticket, attraction, activity and/or experience (described in these Terms of Use as an "Experience") that is advertised on the Website and is made available by a third party supplier (each, a "Product").

1.4 By using or accessing the Services, by booking a Product ("Book", "Booking"), and/or creating a selection of experiences at the Website (a "Program Account"), you agree to be bound by these Terms of Use without modification, and you represent that you have read and understood them. In all Booking arrangements, the person making the Booking shall be deemed to have accepted these Terms of Use on behalf of all the persons named in the Booking.

1.5 We may update or otherwise modify these Terms of Use at any time, and you understand and agree that your continued access or use of the Services after such change signifies your acceptance of the updated Terms of Use. We will note the date that updates were last made to the Terms of Use at the top of this page, and the updated Terms of Use will take effect upon posting. It is your responsibility to return to this page periodically to review the most current version of the Terms of Use.

1.6 THE WEBSITE MAY CONTAIN TRANSLATIONS POWERED BY GOOGLE. GOOGLE DISCLAIMS ALL WARRANTIES RELATED TO THE TRANSLATIONS, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF ACCURACY, RELIABILITY, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

Use of the Services

2.1 As a condition of your use of the Services, you represent and warrant that (i) all information supplied by you in the course of your use of the Services is true, accurate, current and complete, and (ii) you are 13 years of age or older in order to use the Website. Dynamic does not knowingly collect the information of anyone under the age of 13.

2.2 Your use of the Services is permitted by Dynamic DMC only for personal, non-commercial use and/or to make legitimate requests to make a Booking of the Products offered. You agree not to use this Services to make any speculative, false or fraudulent requests or Bookings.

2.3 You further represent and warrant that you (a) are not currently suspended and have not previously been banned by Dynamic DMC from using the Services; (b) are not acting on behalf of a competitor of Dynamic DMC; (c) will not create more than one Program Account; and (d) have full power and authority to enter into this legally binding agreement and in doing so will not violate any other agreement to which you are a party.

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

2.5 In accessing or using the Website, you may be exposed to content that is offensive, indecent, inaccurate, objectionable, or otherwise inappropriate. Dynamic does not endorse such content, and cannot vouch for its accuracy. You therefore access and use the Website at your own risk.

Program Accounts

3.1 You may need to create a Program Account and provide information about yourself in order to use some of the features on the Website and other Services, including when you make a Booking. You are responsible for maintaining the confidentiality of your Program Account password and log-in credentials ("Program Account Credentials"). You are also solely responsible for all activities (including

Bookings) that occur in connection with your Program Account. You agree to notify us immediately of any unauthorized use of your Program Account.

3.2 Your Program Account is for your personal use only. You may not impersonate someone else (e.g., adopt the identity of a celebrity), create a Program Account for any person other than yourself, provide an e-mail address or other personal details other than your own, or create multiple Program Accounts.

3.3 We may terminate or suspend access to your Program Account or your ability to use the Services, in whole or in part, at our sole discretion, for any or no reason, and without notice or liability of any kind. For example, we may terminate or suspend your Program Account or ability to use the Services if you misuse the Website. Any such termination or suspension could prevent you from accessing your Program Account, the Website, User Content (as defined in Section 6.1), Website Content (as defined in Section 4.1), and/or any other related information.

3.4 You may terminate your Program Account at any time by contacting us to request that we close your Program Account, and by discontinuing your use of any and all parts of the Services.

3.5 AS A USER OF THE SERVICES, YOU UNDERSTAND AND AGREE THAT: (1) NEITHER DYNAMIC DMC NOR ITS AFFILIATES WILL HAVE ANY LIABILITY TO YOU OR OTHERS FOR ANY UNAUTHORIZED BOOKINGS MADE USING YOUR PROGRAM ACCOUNT AND/OR PROGRAM ACCOUNT CREDENTIALS; AND (2) THE UNAUTHORIZED USE OF YOUR PROGRAM ACCOUNT AND/OR PROGRAM ACCOUNT CREDENTIALS COULD CAUSE YOU TO INCUR LIABILITY TO BOTH DYNAMIC DMC AND OTHER USERS.

Website Prohibited Activities

4.1 The content and information on the Website (including, but not limited to, messages, data, information, text, music, sound, photos, graphics, video, maps, icons, software (including Software, as defined in Section 8.2), code or other material, and collectively described herein as the "Website Content"), as well as the infrastructure used to provide such Website Content, is proprietary to us. 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 Website Content, or any products or services obtained from or through the Website. Any other use of the Website Content, products and/or services requires the prior written permission of Dynamic DMC.

4.2 Additionally, you agree that you will not and will not assist or enable others to:

a. use the Website or the Website Content for any commercial or unlawful purpose;

- b. access, monitor or copy any Website Content using any robot; spider, scraper or other automated means or any manual process to access, scrape, index, retrieve or otherwise use the Website or any Website Content for any purpose without our express written permission;
- c. violate the restrictions in any robot exclusion headers on the Website or bypass or circumvent other measures employed to prevent or limit access to the Website;
- d. take any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our infrastructure or makes excessive traffic demands on the Website;
- e. deep-link to any portion of the Website for any purpose without our express written permission;
- f. "frame", "mirror" or otherwise incorporate any part of the Website into any other website without our prior written authorization;
- g. attempt to modify, translate, adapt, edit, decompile, disassemble, or reverse engineer any Software;
- h. use the Website to threaten, stalk, defraud, incite, harass, or advocate the harassment of another person, or otherwise interfere with another user's use of the Website;
- i. use the Website to submit or transmit spam, chain letters, contests, junk email, pyramid schemes, surveys, or other mass messaging, whether commercial in nature or not;
- j. use the Website in a manner that may create a conflict of interest, such as trading reviews with other business owners or writing or soliciting reviews;
- k. use the Website to promote bigotry or discrimination against protected classes;
- l. use the Website to violate any third-party right, including any breach of confidence, copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right;
- m. use the Website to submit or transmit pornography or illegal content;
- n. use the Website to solicit personal information from minors, or to harm or threaten to cause harm to, any person including minors;

- o. attempt to gain unauthorized access to the Website, user accounts, computer systems or networks connected to the Website through hacking, password mining or any other means;
- p. use the Website to transmit any computer viruses, worms, defects, Trojan horses or other items of a destructive nature (collectively, "Viruses");
- q. use any device, software or routine that interferes with the proper working of the Website, or otherwise attempt to interfere with the proper working of the Website;
- r. use the Website to violate the security of any computer network, crack passwords or security encryption codes;
- s. disrupt or interfere with the security of, or otherwise cause harm to, the Website; or
- t. remove, circumvent, disable, damage or otherwise interfere with any security-related features of the Website, features that prevent or restrict the use or copying of Website Content, or features that enforce limitations on the use of the Website.

Electronic Communications

5.1. When you use the Dynamic DMC Website, or send e-mails, text messages, and other communications from your desktop or mobile device to us, you are communicating with us electronically and agree that we may communicate with you in a variety of ways, such as by e-mail, in-app push notices, or by posting notices and messages on the Website. You may unsubscribe from marketing-related e-mails by emailing info@dynamicdmc.com , however we may continue to send you non-marketing messages, such as messages related to any upcoming Bookings.

Content

6.1. You and other users of the Website may contribute to the Website in a number of different ways, including submitting emails, writing reviews, making postings, uploading and posting photos or videos, making comments or suggestions, submitting ideas, filling out public profiles, rating other users' contributions and making other similar contributions or submissions to the Website and/or otherwise to Dynamic (collectively, "User Content"). We may use User Content in a number of different ways, including but not limited to displaying it on the Website, reformatting it, translating it into other languages, editing it for clarity and grammar, incorporating it into advertisements and other works, creating derivative works from it, promoting it, distributing it, and allowing others to do the same in connection with their own websites, mobile properties, applications, and media platforms.

6.2. By submitting User Content, you grant Dynamic DMC and its affiliates a worldwide, non-exclusive, royalty-free, fully paid-up, perpetual, transferable, irrevocable and fully sub-licensable right to (a) use, reproduce, modify, adapt, translate, distribute, publish, create derivative works from and publicly display and perform such User Content throughout the world in any media, now known or hereafter devised, for any purpose; and (b) use the name that you submit in connection with such User Content. You acknowledge that Dynamic DMC may choose to provide attribution of your User Content at our discretion. You further grant Dynamic DMC the right to pursue at law any person or entity that violates your or Dynamic DMC's rights in the User Content by a breach of these Terms of Use. You acknowledge and agree that User Content is non-confidential and non-proprietary. If it is determined that you retain moral rights (including rights of attribution or integrity) in the User Content, you hereby declare that (a) you do not require that any personally identifying information be used in connection with the User Content, or any derivative works of or upgrades or updates thereto; (b) you have no objection to the publication, use, modification, deletion and exploitation of the User Content by Dynamic DMC or its licensees, successors and assigns; (c) you forever waive and agree not to claim or assert any entitlement to any and all moral rights of an author in any of the User Content; and (d) you forever release Dynamic DMC, and its licensees, successors and assigns, from any claims that you could otherwise assert against Dynamic DMC by virtue of any such moral rights.

6.3 Dynamic DMC and its affiliates may display advertisements and other information adjacent to or included with your User Content on the Website. You are not entitled to any compensation for such advertisements. The manner, mode and extent of such advertising are subject to change without notice to you.

6.4 The Website may contain discussion forums, bulletin boards, review services or other forums in which you and other users of the Website may post User Content ("Interactive Areas"). Within such Interactive Areas, you are solely responsible for your use of such Interactive Areas and use them at your own risk. By using any Interactive Areas, you expressly agree not to post, upload to, transmit, distribute, store, create or otherwise publish through the Website any User Content that comprises or includes:

a. content that is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent or otherwise objectionable;

b. content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international law, including, without limitation, the regulations of the Ministry of Justice, Ministry of Foreign Affairs and any local

authorities that apply to separately Costa Rica ad/or Panama along with their respective local laws.

c. content that may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party;

d. content that impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity, including Dynamic DMC;

e. promotions, political campaigning, advertising, contests, raffles, or solicitations;

f. private information of any third party, including, without limitation, surname (family name) address, telephone number, e-mail address, Social Security number and credit card number;

g. Viruses, corrupted data or other harmful, disruptive or destructive files;

h. content that is unrelated to the topic of the Interactive Area(s) in which such User Content is posted; or

i. content or links to content that, in the sole judgment of Dynamic, (a) violates the previous subsections herein, (b) is objectionable, (c) restricts or inhibits **any other** person from using or enjoying the Interactive Areas or the Website, and/or (d) may expose Dynamic DMC or its affiliates or Website users to any harm or liability of any type.

6.5 You alone are responsible for the User Content you submit. You assume all risks associated with such User Content, including anyone's reliance on its accuracy, completeness or usefulness, or any disclosure by you of information in such User Content that makes you personally identifiable. You represent that you own, or have the necessary permissions to use, and authorize the use of, such User Content as described herein. You may not imply that such User Content is in any way sponsored or endorsed by Dynamic DMC.

6.6 Dynamic DMC takes no responsibility and assumes no liability for any User Content posted, stored or uploaded by you or any third party, or for any loss or damage thereto, nor is Dynamic DMC liable for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity you may encounter.

6.7 Although Dynamic DMC has no obligation to screen, edit or monitor any User Content, Dynamic DMC reserves the right, and has absolute discretion, to remove, screen, translate or edit without notice any User Content at any time and for any reason, and/or to have such actions performed by third parties on its behalf, and you are solely responsible for creating back-up copies and replacements of your User

Content at your sole cost and expense. Dynamic DMC has no obligation to retain or provide you with copies of your User Content, nor do we guarantee any confidentiality with respect to your User Content.

6.8 Any use by you of the Interactive Areas or other portions of the Website in violation of the foregoing violates these Terms of Use and may result in, among other things, termination or suspension of your rights to use the Interactive Areas and/or the Website.

Links to Third Party Websites

7.1 The Website may contain hyperlinks to websites operated by parties other than Dynamic DMC ("Third Party Sites"). Such hyperlinks are provided for your reference only. Their presence on the Website does not signify any endorsement by Dynamic DMC of the material on such Third Party Sites nor any association with their operators.

7.2 We do not control Third Party Sites and are not responsible for their contents, or the privacy or other practices of those that own and operate them.

7.3 It is your responsibility to ensure that whatever hyperlinks you select and/or software you download (whether from the Website or Third Party Sites, and including Software, as defined in Section 8.2) are free of Viruses

Software on the Website

8.1 Any software (including, without limitation, all HTML, XML, Java code and Active X controls) that is made available to download from the Website ("Software") is owned by and is the copyrighted work of Dynamic, or Dynamic DMC affiliates, or other third parties as identified. Your use of such Software is governed by the terms of the end user license agreement which accompanies, or is included with, the Software ("License Agreement"), if any. You may not install or use any Software that is accompanied by or includes a License Agreement unless you first agree to the License Agreement terms. For any Software made available for download on the Website not accompanied by a License Agreement, we hereby grant to you, the user, a limited, personal, non-transferable license to use the Software for viewing and otherwise using the Website in accordance with these Terms of Use and for no other purpose.

8.2 You acknowledge and agree that all Software contained on the Website is protected by copyright laws and international treaty provisions. Any reproduction or redistribution of the Software is expressly prohibited, and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent possible.

8.3 WITHOUT LIMITING THE FOREGOING, COPYING OR REPRODUCTION OF THE SOFTWARE TO ANY OTHER SERVER OR LOCATION FOR FURTHER REPRODUCTION OR REDISTRIBUTION IS EXPRESSLY PROHIBITED. THE SOFTWARE IS WARRANTED, IF AT ALL, ONLY IN ACCORDANCE WITH THE TERMS OF THE APPLICABLE LICENSE AGREEMENT.

Copyright and Trademark Notices

9.1 Excluding Third Party Content, the Website and all content of the Website including, but not limited to, all visual interfaces, interactive features, custom graphics, design, computer code, products, software, compilation of other content (such as compilation of third party content), and other elements and components of the Website are All rights reserved. Dynamic DMC is not responsible for content on websites operated by parties other than Dynamic DMC. All other product or service names or slogans displayed on the Website (including those of the Products) are registered and/or common law trademarks of Dynamic DMC and/or its suppliers or licensors, and may not be copied, imitated or used, in whole or in part, without the prior written permission of Dynamic DMC or the applicable trademark holder. In addition, the look and feel of the Website, including all page headers, custom graphics, button icons and scripts, is the service mark, trademark and/or trade dress of Dynamic DMC and may not be copied, imitated or used, in whole or in part, without the prior written permission of Dynamic DMC. All other trademarks, registered trademarks, product names and company names or logos mentioned in the Website are the property of their respective owners. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof by Dynamic DMC.

Products and Booking Reservations

10.1. Dynamic DMC provides the Platform through which you can enter into a contract with a third party supplier of a Product ("Supplier"). Dynamic DMC is not a supplier of any Product, and your contract for supply of any Product you Book will be directly between you and the applicable Supplier. In respect of each Booking, Dynamic DMC acts as an agent for the Supplier, meaning that a Product listing represents an invitation to you to make an offer to a Supplier, and that we are free to accept or reject such offer on behalf of that Supplier. These Terms of Use govern your use of the Services, which includes your use of the Platform through which you may make such an offer to a Supplier. However, the provision of the Product you Book will be subject to the terms and conditions displayed on the Website in respect of such Product, any information made available to you during the Booking process, and the

terms and conditions of the Supplier with whom you have a legal contract for the supply of the Product.

10.2 If you make a Booking, you agree to review and be bound by the applicable Supplier's terms and conditions and any other rules or policies related to the Product (the "Supplier Terms"). Notwithstanding the foregoing, to the extent that the Supplier Terms conflict with these Terms of Use in respect of your legal relationship with Dynamic DMC, these Terms of Use shall prevail. Your interactions with Suppliers are at your own risk. Dynamic DMC will have no liability with respect to the acts, omissions, errors, representations, warranties, breaches or negligence of any Supplier or for any personal injuries, death, property damage, or other damages or expenses resulting from your interactions with any Supplier.

10.3 Dynamic DMC is not a travel agency and does not provide or own any Experiences. Although Dynamic DMC provides the Website with information about Products and facilitates Bookings, such actions do not in any way constitute Dynamic's sponsorship or approval of such Suppliers, or any affiliation between Dynamic DMC and any Supplier. Although Dynamic DMC Members may rate and review particular Products based on their own experiences, Dynamic does not endorse or recommend any Products. You agree that Dynamic is not responsible for the accuracy or completeness of information it obtains from Suppliers and/or that is displayed on the Website.

10.4 By making a Booking, you warrant that you are at least 18 years of age, that you possess the legal authority to enter into both this binding agreement and a binding agreement with the Supplier, to use the Services, to purchase the Product, and that all information you supply is true and accurate. You further agree that you will use the Platform to make only legitimate Bookings for you and/or others for whom you are legally authorized to act.

Pricing

11.1 The price of each Product will be quoted on a per-person basis, unless otherwise specified.

11.2 For Experiences being bought in Panama, the rates are based on the local Panamanian Balboa, with a exchange rate that equals US\$1.00 = B/. \$1.00. In Costa Rica prices are based on the local tariff at the time of quoting, converted at the prevailing foreign-exchange rate as determined by Banco Central De Costa Rica. See Section 12 for more information about currency conversions.

11.3 Price quotations are subject to change without notice, until a Booking has been made.

11.4 Unless the Supplier has otherwise specified, prices do not include any local taxes or use-fees, including foreign departure, security, port charges, park fees, customs, immigration, agricultural, passenger-facility charges or international transportation tax.

11.5 Inclusions are determined by the Supplier. Prices do not include tips/gratuities; passport and visa fees; baggage and personal insurance; any items of a personal nature; taxes or duties; and any beverages or food that the Supplier has not specifically stated are included.

Currency Conversions

12.1 If Dynamic DMC will always provide its prices in United States of America Dollars (USD), currency exchange rates in Costa Rica are based on the Banco Central de Costa Rica that are available online daily and should be used as guidelines. Rates are not verified, and actual rates may vary. Currency quotes may not be updated on a daily basis, and Dynamic DMC and its affiliates do not warrant or guarantee accuracy. Dynamic DMC shall not be liable to you if prices change due to currency fluctuations.

Payments

13.1 When you make a Booking, Dynamic DMC, as the limited payment collection agent of the Supplier, collects your payment information and processes your payment as described in Section 14. Full payment by credit or debit card is required to make a Booking, unless otherwise specified. The payee will be listed as **DYNAMICDMC** on your statement.

13.2 The value of your Booking may be subject to taxes, duties, foreign transaction, currency exchange or other fees. Your bank or payment card company may convert the payment into the local currency and may charge fees, resulting in differences between the amount displayed through the Platform, and the final amount charged to you. Dynamic DMC recommends that you contact your bank or card company if you have any questions concerning any applicable currency conversion or fees.

Payment Processing

14.1 Under these Terms of Use, the payment processing services for the Services provided are provided by Kinchel Sociedad Anónima (on behalf of Dynamic DMC Costa Rica) and Panaidea Sociedad Anónima (on behalf of Dynamic DMC Panama). Kinchel Sociedad Anónima's registered office address is 05 Hoja Blanca Street, San Antonio de Escazú, San José, Costa Rica. And Panaidea Sociedad Anónima's registered office address is 43 East Street, Bella Vista, Panama City, Panama.

Modifications or Cancellations by You

15.1 Once a Product has been purchased, your Booking cannot be changed by you or cancelled with a refund, unless otherwise stated in the terms and conditions applicable to such Product.

15.2 The standard cancellation policy allows you to request a change to and/or cancel a Booking up until 48 hours before the start time of the Booking; or if the Experience does not have an explicit start time, the deadline to request a change or to cancel will generally be 11:59pm, two days before the start date. Timings are calculated in accordance with the time zone of the Experience.

15.3 If any Product is designated as 'All Sales Final' or with materially similar messaging (which includes but is not limited to all group bookings booked through our Group Bookings Department), it is non-refundable, and it will not be possible to change or cancel it after making a Booking. A minority of Products have other, different cancellation policies. In all circumstances, you must check the cancellation policy contained in the applicable Product listing at the time of your Booking, which is the policy that will apply to and govern the terms of your cancellation and any refunds.

15.4 Notwithstanding Sections 15.2 and 15.3, (a) requests for modifications and amendments to a Booking, including date change requests (collectively, a "Change Request") should be made online through the 'Manage My Booking' section of the Website, by emailing info@dynamicdmc.com or directly through our Hospitality Desk Agents at your hotel during their operational hours; and (b) if it is possible to implement a Change Request, Dynamic DMC shall not charge a fee for doing so, as long as the Change Request is received by us by the deadline specified in the Product listing. Please note that a Supplier may charge a fee to accommodate a Change Request; in such circumstances, you will be required to pay such fee in order that Dynamic DMC may successfully process your Change Request.

15.5 All Change Requests shall be processed by Dynamic DMC subject to the availability and agreement of the applicable Supplier. Dynamic DMC does not guarantee the success of any Change Request. To the extent the Supplier is unwilling or unable to accept such Change Request, then your right to a refund (if any) shall be governed by the cancellation terms of your Booking.

15.6 If you make a Booking using a promotion code, or if you accept a discount or special-offer price during the check-out process, you may invalidate your discount or special-offer price by making a Change Request after Booking.

15.7 No refunds are available once an Experience has commenced, or in respect of any Product's package, accommodation, meals or any other services that have started to be utilized.

Other Modifications and Cancellations

16.1 Occasionally a Supplier may make a change to a Product after your purchase, including but not limited to the date, price, inclusions, coverage, age requirements, and/or any other Product features and/or requirements. As a result, Dynamic DMC reserves the right to cancel, change or substitute any Product that you have purchased, at any time, for any reason. If the change proposed by the Supplier is material (for example, a change in dates and/or a significant change to the itinerary), and you are dissatisfied with the alternative that is offered, you will be entitled to a full refund or a change to a different Experience with the cost of the original purchase price.

16.2 We may decide, in our sole discretion, that it is necessary or desirable for the protection of our interests, the Supplier's interests and/or your interests, to withdraw our Services resulting in an override of the Product's cancellation policy and the effective cancellation of a Booking. We may also determine, in our sole discretion, to arrange refund to you part or all of the amounts charged to you. You agree that we and the applicable Supplier shall have no liability for such cancellations or refunds.

Passports, Visas & Insurance

17.1 When you make a Booking, you are responsible for ensuring that you meet all foreign entry requirements and that your travel documents, including passports and visas, are in order.

17.2 For applicable passport and visa requirements, you should consult the relevant embassy or consulate for information. Such requirements may change at any time, and it is your responsibility to check for up-to-date information before making a Booking and before your departure. Dynamic DMC accepts no liability in connection with any person who is refused entry onto a flight or into any country, including countries such person may just be passing through en route to their destination.

17.3 As visa and health requirements are subject to change without notice, Dynamic DMC recommends that you verify health and visa requirements with the appropriate consulate prior to departure. It is also your responsibility to consult your physician for current recommendations on inoculations before you travel internationally, and to ensure that you meet all health entry requirements and follow all medical guidance related to your trip.

174 DYNAMIC DMC DOES NOT REPRESENT OR WARRANT THAT TRAVEL TO ANY DESTINATION IS ADVISABLE OR WITHOUT RISK, AND DYNAMIC DMC IS NOT LIABLE FOR DAMAGES OR LOSSES THAT MAY RESULT FROM TRAVEL TO SUCH DESTINATIONS.

Our Liability

18.1 PLEASE READ THIS SECTION CAREFULLY. THIS SECTION LIMITS DYNAMIC DMC'S LIABILITY TO YOU FOR ISSUES THAT MAY ARISE IN CONNECTION WITH YOUR USE OF THE SERVICES. IF YOU DO NOT UNDERSTAND THE TERMS IN THIS SECTION OR ELSEWHERE IN THESE TERMS OF USE, PLEASE CONSULT A LAWYER FOR CLARIFICATION BEFORE ACCESSING OR USING THE SERVICES.

18.2 THE INFORMATION, CONTENT, SOFTWARE, PLATFORM, AND SERVICES PROVIDED BY DYNAMIC DMC MAY INCLUDE INACCURACIES OR ERRORS, INCLUDING IN RELATION TO RESERVATION AVAILABILITY AND PRICING ERRORS. DYNAMIC DMC, ITS PARENT, SUBSIDIARIES AND CORPORATE 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 PRODUCTS AND OTHER SERVICES (INCLUDING, WITHOUT LIMITATION, THE PRICING, AVAILABILITY, PHOTOGRAPHS, FEATURES, INCLUSIONS AND EXCLUSIONS, GENERAL PRODUCT DESCRIPTIONS, REVIEWS AND RATINGS, ETC.). IN ADDITION, DYNAMIC DMC EXPRESSLY RESERVES THE RIGHT TO CORRECT ANY AVAILABILITY AND PRICING ERRORS AND/OR ON BOOKINGS MADE UNDER AN INCORRECT PRICE.

18.3 DYNAMIC DMC COMPANIES MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY OF THE INFORMATION, CONTENT, SOFTWARE, PLATFORM, PRODUCTS, AND OTHER SERVICES FOR ANY PURPOSE, AND THE INCLUSION OR OFFERING OF ANY PRODUCTS OR SERVICES DOES NOT CONSTITUTE ANY ENDORSEMENT OR RECOMMENDATION OF SUCH PRODUCTS OR SERVICES BY DYNAMIC DMC. ALL SUCH INFORMATION, CONTENT, SOFTWARE, PLATFORM, PRODUCTS, AND SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. THE DYNAMIC DMC COMPANIES DISCLAIM ALL WARRANTIES AND CONDITIONS THAT THE PLATFORM IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. DYNAMIC DMC HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, CONTENT, SOFTWARE, PLATFORM, PRODUCTS, AND SERVICES, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, TO THE EXTENT PERMITTED BY LAW.

18.4 THE SUPPLIERS ARE INDEPENDENT CONTRACTORS AND NOT AGENTS OR EMPLOYEES OF ANY OF THE DYNAMIC DMC COMPANIES. THE DYNAMIC DMC COMPANIES ARE NOT LIABLE FOR THE ACTS, ERRORS, OMISSIONS, REPRESENTATIONS, WARRANTIES, BREACHES, NEGLIGENCE OR MISCONDUCT OF ANY SUCH SUPPLIERS OR FOR ANY PERSONAL INJURY, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING THEREFROM OR OTHERWISE ARISING FROM ANY BOOKING OR USE OF A PRODUCT. THE DYNAMIC DMC COMPANIES 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 EXPENSE, OMISSIONS, DELAYS, RE-ROUTING OR ACTS OF ANY GOVERNMENT OR AUTHORITY.

18.5 IN NO EVENT SHALL THE DYNAMIC DMC COMPANIES (OR ANY OF THEIR OFFICERS, DIRECTORS AND AFFILIATES) BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF DATA OR INFORMATION OR COSTS TO PROCURE SUBSTITUTE GOODS OR SERVICES) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, A PRODUCT OR A BOOKING, OR YOUR ACCESS TO, DISPLAY OF OR USE OF THE SERVICES WHETHER BASED ON A THEORY OF NEGLIGENCE, CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, AND EVEN IF DYNAMIC DMC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

18.6 If any Dynamic DMC is found liable for any loss or damage that arises out of or is in any way connected with your use of the Services or with a Booking or use of a Product, then the Dynamic DMC Companies' liabilities will in no event exceed, in the aggregate, the greater of (a) the sum paid to Dynamic DMC in respect of the Booking giving rise to the claim, or (b) one hundred dollars (US \$100.00).

18.7 The limitation of liability set forth in this Section 18 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 the Dynamic DMC Companies.

Your Liability

19.1 You agree to defend and indemnify Dynamic DMC and all of their respective officers, directors, employees and agents from and against any claims, causes of action, demands, suits, proceedings, investigations, losses, damages, fines, penalties, fees, expenses, costs and any other liabilities of any kind or nature including but not limited to reasonable legal and accounting fees, arising out of or related to: a. your breach of these Terms of Use or the documents referenced herein; b. your violation of any law, rule, regulation or guideline; c. your violation, infringement or misappropriation of the rights of a third party, including without limitation any rights of publicity or privacy; d. your use of the Services (including the Website); e. your Booking or use of any Product; or f. your negligence or willful misconduct.

Dynamic Tickets

20.1 You will receive a Dynamic-branded ticket (or, alternatively a voucher from the Supplier) (in each case, a "Ticket") for each Product you Book. In order to access and print your Ticket, you will be directed to a secure webpage hosted by Dynamic DMC that contains a link to your Ticket. Certain Bookings will result in your being provided with an electronic Ticket as well as or instead of a paper Ticket.

20.2 You must provide the original, authentic Ticket to the applicable Supplier in order to redeem your Product. Your Booking cannot be honored or redeemed without presenting a valid Ticket. Ensure you read the terms and conditions relating to your Booking in order to understand what will be required by the Supplier by way of Ticket presentation.

20.3 For security purposes, when redeeming your Ticket you must present a valid photo ID and sign the Ticket.

General Provisions

21.1 You agree that no joint venture, agency, partnership, or employment relationship exists between you and any of the Dynamic DMC Companies as a result of these Terms of Use or use of the Services.

21.2 Dynamic DMC's performance of these Terms of Use is subject to existing laws and legal process, and nothing contained in these Terms of Use limits Dynamic DMC's right to comply with law enforcement or other governmental or legal requests or requirements relating to your use of the Services or information provided to or gathered by Dynamic DMC with respect to such use. To the extent allowed by applicable law, you agree that you will bring any claim or cause of action arising from or relating to your access or use of the Services within one (1) years from the date on which such claim or action arose or accrued or such claim or cause of action will be irrevocably waived.

21.3 If any part of these Terms of Use is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remaining provisions in these Terms of Use shall continue in effect.

21.4 These Terms of Use (and any other terms and conditions referenced herein) constitute the entire agreement between you and Dynamic DMC with respect to the Services and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between you and the Dynamic DMC Companies with respect to the Services. A printed version of these Terms of Use and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

21.5 Any rights not expressly granted herein are reserved.

Jurisdiction and Governing Law

22.1 Costa Rica. The Services are provided by Kinchel Sociedad Anónima, a Costa Rica entity and these Terms of Use are governed by the laws of the Legislation of the Republic of Costa Rica. You hereby consent to the exclusive jurisdiction and venue of courts in San José, Republic of Costa Rica and stipulate to the fairness and convenience of proceedings in such courts for all disputes arising out of or relating to the use of the Services. You agree that all claims you may have against Dynamic DMC Costa Rica arising from or relating to the Services must be heard and resolved in a court of competent subject matter jurisdiction located in San José, Republic of Costa Rica.

22.2 Panama. The Services are provided by Panaidea Sociedad Anónima, a Panama entity and these Terms of Use are governed by the laws of the Legislation of the Republic of Panama. You hereby consent to the exclusive jurisdiction and venue of courts in Panama City, Republic of Panama and stipulate to the fairness and convenience of proceedings in such courts for all disputes arising out of or relating to the use of the Services. You agree that all claims you may have against Dynamic DMC Panama arising from or relating to the Services must be heard and resolved in a court of competent subject matter jurisdiction located in Panama City, Republic of Panama.

22.3 Use of the Services is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including, without limitation, this paragraph. The foregoing shall not apply to the extent that applicable law in your country of residence requires application of another law and/or jurisdiction and this cannot be excluded by contract.