

Curacao Activities is the tours department of TMC (Tourism Management Curacao) registered with the Curaçao Chamber of Commerce under number 97205, with head office located at Seru Ioraweg 125 Willemstad, Curacao, phone +599 9 5145338, e-mail at tours@tmcuracao.com

TMC makes travel preparations for customers convenient and fun by offering tours and activities and transfers online. Curacao Activities only acts as intermediary in the supply of tickets. Unless otherwise stated these terms and conditions apply to all purchases made on 54.156.167.50/curacaoactivities and partner websites (affiliates).

Definitions

In these terms and conditions, the following terms have the following meanings:

Agreement: all agreements between the Client and Suppliers including all amendments and additions thereto relating to products and services;

Customer: the buyer of E-tickets / vouchers;

Site: the website operated by Curacao Activities including mobile applications.

Supplier: natural person or legal person\ who offer products or services to the Customer through TMC

Tickets: E-tickets / vouchers which serve as participation and / or entry ticket;

Curacao Activities can be contacted on telephone number+59995145338 and by e-mail on tours@tmcuracao.com;

Transfer: [Transportation (round trip) from the Customer - provided by TMC - from the airport or accommodation of the Customer to the location of the tour / activity].

Terms & Conditions

These conditions apply to all orders placed through the website of Curacaoactivities.com, unless other conditions have been declared applicable.

1. Agreement

1.1 TMC only acts as intermediary in the supply of Tickets. The final purchase agreement is concluded between the Customer and Supplier.

1.2 All available Tickets and listings on the Site are subject to availability.

1.3 TMC is not liable for any (writing) errors, price changes in the supply and availability.

2. Prices and Payment

2.1 All prices of the Tickets are shown in the chosen currency (Euro or US Dollars). Unless agreed otherwise, all prices include VAT and other taxes.

2.2 TMC accepts payment methods like MasterCard, Visa, Ideal. Payment via bank transfer are on request only. No payment fees will be charged

2.3 Customer is obliged to pay the price for the Tickets ordered through the Site solely to TMC and has not fulfilled his payment obligation to TMC if the customer pays directly to Suppliers unless specifically agreed in writing in advance.

2.3 In the absence of timely and full payment by TMC is entitled to cancel the order and cancel the reservation.

3. Tickets, delivery, cancel and change

3.1 After receipt of payment TMC will send the Tickets within 24 hours (unless otherwise indicated) to the email address provided by the Client.

3.2 The Customer must check the Tickets immediately after receiving them for accuracy and if necessary follow the additional instructions given on the Tickets or accompanying e-mail.

3.3 The validity of the Tickets is clearly stated on the Tickets. Out dated Tickets will not be accepted and cannot be exchanged.

3.4 Customer should always contact TMC for changes. Changing Tickets is subject to acceptance by Supplier and a request for change must be requested at least 48 hours before the expiration date or validity of the Ticket.

3.5 Cancellation fees can be charged. Request for cancellations should always be send to tours@tmcuracao.com

3.6 Tickets with open date that are valid to redeem within given time frame are not refundable

3.7 TMC is not liable for lost or stolen Tickets.

3.8 Without prior written consent TMC, Tickets may not be resold or transferred to third parties.

3.9 payments in favor of TMC are collected by TREKKSOFT AG, Hauptstrasse 15, 3800 Matten, Switzerland ("TREKKSOFT"). TREKKSOFT will appear as **Curacao Activities** on your credit card statement. The domain where you enter and process your payment is owned and operated by TREKKSOFT. Please send an e-mail to finance@trekksoft.com for all inquiries regarding your credit card payments and chargebacks.

4. Customer details and privacy

4.1 Personal information such as name, telephone number and email address will only be used to process the order. The data will, to the extent permitted by law, be used for the management of Suppliers or any of their affiliates or third parties, and will not be stored longer than necessary. The Customer gives TMC irrevocable consent to the use and storage of the (personal) data.

4.2 In case TMC is forced by law or regulation, TMC is entitled to share (personal) information with third parties.

5. Suppliers of Tours and Activities

5.1 TMC is only intermediary and not the tour operator of third party offered tours and activities. Accordingly TMC has no influence on the quality and performance of third party Tours and Activities.

5.2 A tour or activity can be altered, moved or canceled in accordance with the terms of the Suppliers. TMC will attempt to so inform the Customer. TMC is not liable for compensation in case of relocated, changed, or cancelled tours or activities.

5.3 If Counterparty declines or otherwise terminates any agreement for any reason, prematurely or not, BFC shall in no case be held for repayment by any Counterparty or by a third party for the benefit of any Counterparty, unless parties otherwise agree. In addition, TMC is entitled to full payment under the (terminated) agreement between her and the Counterparty.

6. Liability

6.1 Participation and / or use of the services and products of the Supplier is at your own risk and subject to guidelines of the Supplier.

6.2 TMC is not liable for damages and costs resulting from acts, omissions of Suppliers, participating in and / or using services of Suppliers by Customer.

7. Applicable law and disputes

7.1 These conditions are governed by Curacao law.

7.2 Any disputes between TMC and the Customer arising from ordering tickets via the website will be submitted to the competent court in Curacao.