

## **TERMS AND CONDITIONS FOR CUSTOMERS OF MI ETNIA**

### **THANK YOU FOR USE MI ETNIA!**

#### **1. INTRODUCTION**

Hello! In the following terms and conditions you will be able to know in detail what are the services we offer, these terms may be updated every certain time and are applicable to all the services we offer. By accessing, browsing and using our website or making a reservation, you agree to have read, understood and agree to the terms and conditions shown below including the privacy policy.

#### **2. DEFINITIONS**

**NATIVE COMMUNITY,** These are populations made up of groups of people whose origin is found in the native or indigenous peoples who populated the Peruvian territory for the first time.

**ASSOCIATIONS IN A COMMUNITY:** Group of people belonging to the native community organized for a common purpose and represented by the president of the association, it should be noted that in a native community there may be more than 1 association.

**ASSOCIATION HOST:** Group of inhabitants belonging to the Andean community or peasant community who accept receiving a tourist and where the activities or experiences will be carried out on a specific date.

**ETNIA HOST:** individual person belonging to the Andean community or peasant who wishes to offer experiential tourism activities through “Mi Etnia” platform

**ETNIA CLIENT:** National or foreign tourists who book through “Mi Etnia” platform

#### **3. ABOUT OUR SERVICE**

ETNIAS GROUP SAC through its website [www.mietnia.com](http://www.mietnia.com) is a platform that motive experiential tourism by connecting the native communities in their professional conduct of business (B2C) represented by the president of an association in the field of Peru with those national and foreign tourist registered in the platform onwards Etnia Clients, who want to visit, realize activities or pass the night in a native community in Peru.

ETNIAS GROUP SAC also puts in contact individual clients onwards Etnia host that offer activities and experiences of vivencial tourism within a native community with Etnia clients who wish to carry out experiential tourism in Peru.

Through our platform, the Association and Etnia Host will be able to announce their services so that they can be booked through the [www.mietnia.com](http://www.mietnia.com) platform and through which visitors to the Platform can reserve an experience, activity and accommodation in a host Association or with an Etnia Host and carry out activities of experiential tourism in Peru.

When making a travel reservation through the platform you establish a direct contractual relationship with the host association or the Etnia Host with which you have reserved. From the moment you make the reservation of an activity, experience or accommodation that is in Spanish, we act as intermediaries between you and the host association or the Etnia Host, transmitting the relevant data of the reservation to the representative of association host or the Etnia Host and sending you an email confirmation on behalf of it.

In the case of booking activities or experiences in Association host in English, ETNIAS GROUP SAC will provide a guide who will act as translator in all their experience in the native community.

When using our platform, the information shown is based on the information provided by the representatives of the host association or the Etnia Host. They will have access to the platform and may register their services or activities that are responsible for the information provided through our platform.

ETNIAS GROUP SAC will always try to ensure that the services offered through our platform comply with a minimum quality standard; however, we cannot verify or guarantee that all the information provided on our website is accurate or correct, that is why the company is not responsible in the following cases:

- **ETNIAS GROUP SAC** is not responsible for the accuracy of the information provided by each host association or the Etnia Host, which through its representative are responsible for the information provided through our platform, its accuracy and the corrections that may be made. : update the prices, services that promote, conditions and dates available to receive customers that are advertised through our platform.
- **ETNIAS GROUP SAC** is not responsible for the accuracy of the information provided by the Host Ethnic Groups, who will be responsible for the information they provide through our platform of its accuracy and the corrections that may be made: update prices, services that promote, conditions and dates available to receive customers that are advertised through our platform.
- **ETNIAS GROUP SAC** is not responsible for interruptions due to temporary server downtime, as well as repairs, updates and maintenance of the platform.

The service provided through our platform is only available exclusively for personal and non-commercial use, therefore, it is not allowed to copy, monitor, resell, perform Deep-link, show reservations and services available on our platform for any activity or commercial or competitive purpose without prior notice or agreement of both parties.

#### **4. SPECIFIC TERMS FOR ETNIA CLIENTS.**

Through Mi Etnia you can reserve places, activities, and experiences in native communities. Before you book an ad, we will be shown all applicable rates, only if you agree to pay the

total fee for the requested reservation, you will proceed to make the reservation through your account at [www.mietnia.com](http://www.mietnia.com).

Upon receipt of a reservation confirmation from our company a legally binding contract is formed between you and your host association or the Etnia Host, subject to any additional terms and conditions of the host association or host ethnic group that may be applicable, including in particular the cancellation policy and how many rules and restrictions are indicated in the advertisement. ETNIAS GROUP SAC will charge the Total Rates at the time of the reservation request or upon confirmation of the host association or the Etnia Host in accordance with the Payment Terms.

Through our platform you will be able to reserve a service from a host association or the Etnia Host on behalf of additional third parties, consequently you will be obliged to ensure that each of said additional third parties meet the requirements established by the host association or the Etnia Host, who is aware of and accepts these Terms, as well as the terms and conditions, rules and restrictions indicated by the host association or the Etnia Host in which the experience, activity or overnight stay will take place, as appropriate. If you reserve for an additional minor guest, you represent and warrant being legally authorized to act on behalf of the minor. Minors can only participate in an Experience or other Service provided by My Ethnicity if they are accompanied by an adult who is responsible for them, also, the older adult accompanying the child, must carry at all times the identity documents of the child, since, in case of not doing so, the service cannot automatically be provided.

The Etnia Client is obliged to arrive at the agreed time in the service of the host association or the Etnia Host, as well as being obliged to carry their identity documents, including the reservation documents provided by Mi Etnia.

#### **4.1. RESERVATION OF ACCOMMODATIONS**

When accepting a reservation for accommodation in a native community either through a Association or a Etnia host, you understand that you will only be authorized to stay and occupy the accommodation for the period of stay indicated in the reservation confirmation and check out will be the next day from 12:00 hours of the middle day of the realize the service.

You agree to leave the accommodation at the agreed time in the terms specified in the announcement of the host association or the Etnia Host, if your stay extends beyond the originally agreed time, you cannot stay in the accommodation without the consent of the host association or the Etnia Host representative if the opposite is the case, the host association representative or the Etnia Host shall have the right to compel him to leave in a manner consistent with the applicable legislation. In addition, you agree to pay if in case the representative of the host association or Etnia host requires the additional fee for accommodation for each 24 hours of excess of stay.

#### **4.2. RESERVE OF EXPERIENCES AND OTHER SERVICES OFFERED BY THE HOST ASSOCIATIONS**

When carrying out an activity, experience, volunteering that corresponds, you should carefully review the description of the ad you intend to reserve to ensure that you and any additional guests for which you book meet the minimum requirements established in the offer published by a host association (minimum age, physical condition, state of health, etc.)

You must inform the representative of the host association through our platform if you have any restrictions, medical or physical problems and other circumstances that may affect your ability or that of any additional guest for whom you have reserved on the platform to participate in an activity.

During your stay in the native community, you must respect the rules established by it, as well as certain applicable rules: minimum age for the consumption of alcoholic beverages, among others being responsible for compliance to participate in an experience, respecting at all times the indications given by the person in charge (guide) of the host association or Etnia host to impart the experience.

Only those people who have booked through the platform of Mi Etnia the realization of an experience in a native community may participate in this activity, not being possible to bring an additional individual to carry out the activity.

#### **4.3. RESERVATION OF EXPERIENCES AND OTHER SERVICES OFFERED BY THE ETNIA HOST**

When a Etnia Client carrying out an activity, experience, volunteering that corresponds, you should carefully review the description of the advertisement you intend to reserve to ensure that you and any additional travelers for whom you book meet the minimum requirements established in the offer published by the Host ethnic group (minimum age, physical condition, state of health, etc.)

You must inform to your Etnia host through our platform if you have any restrictions, medical or physical problems and other circumstances that may affect your capacity or that of any additional guest you have reserved on the platform to participate in an activity.

During your stay, you must respect the rules established by the host ethnic group as well as certain applicable standards: minimum age for the consumption of alcoholic beverages, among others being responsible for compliance to participate in an experience, respecting at all times the indications given by your host ethnic group.

Only those people who have booked through the platform of Mi Etnia the realization of an experience with a host ethnic group may participate in this activity, not being possible to bring an additional individual to carry out the activity.

#### **4.4. FOOD SERVICES OFFERED BY THE COMMUNITIES**

The experiences offered by the native communities through the associations and Etnia Host will be able to offer the feeding service independently in addition to what is offered by the platform. In this case, the prices of said service are adjusted to what is established by the host association or Etnia host, as well as the availability of the same. Said feeding service is the entire responsibility of the host association or Etnia host, therefore in case of inconveniences with them, ETNIAS GROUP SAC is exempt from any responsibility.

#### **4.5. TRAVEL INSURANCE**

The prices established in the advertising of each experience do not include the insurance or accident or travel policy. However, if a group member becomes ill or becomes incapacitated, first aid will be provided. Also, in the case of medical care, we will transfer you to the nearest medical center. ETNIAS GROUP SAC will not be responsible for the expenses incurred by the Medical Center. The insurance of a trip that covers accidents, medical expenses and emergency repatriation, rescue, loss of luggage and others, can be purchased optionally by the Tourist.

#### **4.6. TAXES**

Each announcement that the communities are published in the platform, it is reported that these concepts include the collection of taxes such as Iva, municipal tax and others that the law requires. Before you accept the reservation, read the details of this article. In case there is an error in the payment by the Host Association or Ethnic Host, after the subsequent verification of the case, ETNIAS GROUP SAC will make the refund of the amount charged.

#### **4.7. ABOUT CLIENT'S LOSS PERTENENCES**

During the realization of the Experience, the host association or Etnia host ETNIAS GROUP SAC, is not responsible for the loss of your belongings, nor the damages in the luggage, but also the care of all the belongings.

### **5. MODIFICATIONS, CANCELLATIONS AND REIMBURSEMENTS OF RESERVATIONS**

#### **5.1. MODIFICATIONS TO RESERVATIONS**

All the simple modifications in the reservation by a tourist that has carried out an activity, an experience of lodging in a community and a peasant reserved through the platform of My Ethnicity, event, is understood by modification of reservation simple change of date of booking agreement, soloist and the host association or ethnic host is subject to the new date of arrival of the tourist will proceed to reconfirmation of your reservation by an email sent to your email otherwise you will be given an alternative to visit another native community, or else you will not agree, we will refund all the amounts paid to your account.

All the modifications that imply to reduce or increase an activity and that are carried out until before the 72 hours that will be presented platform through your bank account.

If the modification of the reservation occurs in the course of 72 hours, the customer is given the word the terms are respected and the conditions are associated with the association with the ethnic group.

## **5.2. CANCELLATIONS TO RESERVATIONS**

Etnia Clients have a confirmed reservation if they wish to be respected at all times the terms refer to the host association or Etnia host indicated in the reservation announcement and the consignments in the confirmation email of their reservation, ETNIAS GROUP SAC will reimburse the rates. The rates are reduced to the Etnia client until 48 hours before the service. The Etnia client cancels the reservation within 48 hours.

The ETNIAS GROUP SAC will return the total rate to the client, provided that it shows or attaches the necessary documents that corroborate that it could not attend the event (sickness documents, among others).

If there are cases of force majeure or mishaps in the trip that prevent the Etnia client from carrying out an activity, experience or reservation as the case may be (no show), ETNIAS GROUP SAC will refund the total fare to the Etnia client provided that it demonstrates and / or encloses the necessary documents that corroborate that he could not attend the event (death certificate of a relative, sickness documents, among others).

In case the Etnia client does not show up for the activity (no show) for any other reason that is not of greater cause or is not duly justified by sending documentation, it will imply the non-return of the fees charged through the platform.

In the event that a host association or Etnia host cancels a confirmed reservation, ETNIAS GROUP SAC will offer the Etnia client an alternative to choose another host association or Etnia host that has experiences available on the booked date, if the Etnia client is not happy with the change, they will receive a total refund of the corresponding rate for said reservation.

ETNIAS GROUP SAC reserves the right to cancel a reservation, experience, activity that has been offered, advertised, announced, by a host association or Etnia host through our platform in case the weather or any cause of force majeure represent a security risk for the customers or prevent the completion of the service. In these cases, ETNIAS GROUP SAC will make the total refund to the guests for the realization of the reservation.

Except as otherwise provided in these Terms, members may use our claims service to send or request money for refunds, as well as claims for Damages related to reservations.

## **6. ON THE POSSIBILITY OF ENDORSEMENT**

Etnia Clients can endorse or transfer the experience in favor of a fully identified third party, provided they request it with an anticipation of 72 hours. Likewise, said third party upon

accepting said endorsement is obliged to take cognizance of the terms and conditions, as well as of the Privacy Policy of ETNIAS GROUP SAC

## **7. RELEASE OF LIABILITY**

To the extent permitted by law and in accordance with the limitations set forth in these terms and conditions, ETNIAS GROUP SAC is only liable for direct damages that you suffer, pay or incur as a result of defects attributable to our obligations in reference to our services, up to a total amount of the cost of your Travel Booking, as indicated in the confirmation email (either by an event or by a series of events).

ETNIAS GROUP SAC assumes no obligation or liability for any change, delay, cancellation, postponement, whether reasonably necessary or unavoidable, that may occur prior to, during or after the start of the provision of the contracted service; as well as by the result of action, omission or any other fact, act or circumstance derived from:

Any cause not attributable to the Host association or Etnia host ETNIAS GROUP SAC that consists of an extraordinary, unpredictable and irresistible event that prevents the execution of the service.

Unfavorable weather conditions, technical reasons, conditions of the route.

The service of activities offered by the host association or Etnia host and the Etnia host through ETNIAS GROUP SAC is provided independently and autonomously, therefore, ETNIAS GROUP SAC is not liable to the Etnia client or third parties due to delays or the impossibility of take connections with another means of transport, or by the impossibility of not exercising the rights that correspond to them according to the contract that the Etnia client has with hotels, restaurants, travel agencies and any other person or company.

## **8. PAYMENT IN ADVANCE**

When confirming your reservation through the platform of ETNIAS GROUP SAC, you accept that the advance payment is made for the total of the reservation including the expenses for commission of service of the platform, ETNIAS GROUP SAC will proceed to cancel without previous notice a reservation in the moment in which the amounts pending payment cannot be collected in full on the relevant date to make the event or corroborates that the Etnia client does not meet the minimum requirements (age, physics, pets, etc.) to make a activity, experience indicated in the advertisements, offers from a host association or Etnia host, that is why it is important that you read carefully the special conditions section that is at the bottom of the page of the host association or Etnia host.

Payment delays, erroneous bank details, credit or debit card details, credit or debit cards that are not valid or have insufficient balance are your responsibility and you may not benefit from the refund or refund of the advance payment. (non-refundable)

If you wish to review, modify or cancel your Reservation, you may consult the confirmation e-mail sent to you at the time of confirming your reservation at any time and follow the instructions indicated. Please note that cancellation charges may apply in accordance with the cancellation conditions of the host association or Etnia host and in accordance with the refund policy of ETNIAS GROUP SAC.

It is very important that you communicate any delay on the day of your arrival to the host association or Etnia host, if for reasons of force majeure you will arrive the next day for it ETNIAS GROUP SAC puts at your disposal the customer service section, for so we can coordinate with the host association or Etnia host and know when it will arrive and thus avoid canceling your reservation or charge you a fee for not presenting. ETNIAS GROUP SAC is not responsible for any consequences that may be caused by your delay, or any cancellation or charge for not presenting yourself that the host association or Etnia host can carry out.

## **9. EVALUATIONS AND COMMENTS**

In order to share your opinion about the quality of the service offered by the host association or Etnia host and that they can serve as a reference for future clients who want to reserve, once the stay in a host association or Etnia host ends, You will have the option to leave a public comment and send an evaluation in number of stars to the host association or Etnia host as appropriate. It should be noted that the opinions issued by the members of ETNIAS GROUP SAC are personal, ETNIAS GROUP SAC does not verify the accuracy of the evaluations and comments that could be incorrect or misleading. Guests will not be able to edit the comments once they are published on the platform.

ETNIAS GROUP SAC will not accept comments that:

- Encourage blackmail to make a positive assessment in exchange for money or additional compensation.
- Origin actions that are illegal (eg drugs, prostitution)
- Include obscene, sexually explicit expressions, violent, discriminatory or threatening content.
- Deal with political issues.
- Provocations or harassment towards members of the host association or Etnia host.
- Mention specific persons, or personal attacks, to staff members of ETNIAS GROUP SAC.
- Include personal data: telephone numbers, credit and / or debit card data, emails, among others.
- Have content for the purpose of creating publicity, such as logos, links or company names.



- Attempt to impersonate the identity of another person, account or entity, including that of a representative of ETNIAS GROUP SAC.

Users are prohibited from tampering with the Assessment and Comments system in any way.

In case of failure to comply with this section, ETNIAS GROUP SAC reserves the right to delete the comment and if applicable, restrict, suspend or cancel the user's account.

The evaluations and comments published in a host association by the Etnia clients through the platform of mientia.com will be part of the public profile of the same and ETNIAS GROUP SAC may use them partially or completely according to their criteria for advertising purposes through the platform, newsletters, special offers, social networks, among others or for the improvement of the service.

The evaluations and comments published in the profile of an Etnia host by the Etnia clients through the platform of mientia.com will be part of the public profile of the same and ETNIAS GROUP SAC may use them partially or completely according to their criteria for the purposes of advertising through the platform, newsletters, special offers, social networks, among others or to improve the service.

Comments can only be sent in a limited period of 30 days after the stay in order to offer and keep the most recent comments on the page, the order of the comments by default will be by the date of submission however it will also be taken in count the valuation in the comments and if the comment is detailed to consider it in first position.

The comments published on the mienitas.com platform do not have any type of compensation for the users, they are only considered as surveys and will be used to improve the service quality of the platform.

## **10. CORRESPONDENCE AND COMMUNICATION**

In order to properly complete and secure your travel reservation, it will be necessary for you to use a correct e-mail address. ETNIAS GROUP SAC is not responsible for any error in the e-mail address or any phone number (mobile) or credit card number that is inaccurate or erroneous.

When making a travel reservation through ETNIAS GROUP SAC you accept to receive an email missing a few days from your arrival date to a host association or Etnia host, this email will contain relevant information about your reservation and offers that are relevant to your trip. Once the service has been completed by the host association or Etnia host you agree to receive an email to evaluate your experience and leave a comment.

In the days after your stay in the host association or Etnia host you accept that ETNIAS GROUP SAC sent you an opinion form, this form will be used for purposes of improving the quality of the service of the platform.

ETNIAS GROUP SAC is not responsible for the additional communication between the Etnia client and the host association or Etnia host through its platform.

## **11. ADDITIONAL SERVICES IN THE HOST ASSOCIATIONS**

### **11.1. GUIDANCE SERVICE**

In case the reservation of the activity or experience in a host association is going to realize in English, ETNIAS GROUP SAC will provide a guide that will act as a translator in English so that it can assist you throughout the event, the guide will have an additional cost and will be detailed in the payment gateway before you confirm your reservation and only accepting the additional guide will proceed to confirm your reservation, this is because the local people do not master the foreign language and ETNIAS GROUP SAC wants to offer you a better experience in the native community.

### **11.2. TRANSPORT SERVICE**

ETNIAS GROUP SAC offers the optional transportation service to the host association where the activity, experience or accommodation will take place as appropriate to ensure that you can reach the host association on time and safely. If you do not opt for our services, you will be provided with the necessary tips so that you can reach the host association.

This additional service is subject to availability and advance booking at least 10 days in advance, so if you wish to hire this additional service, we ask you to do so within the established term.

## **12. APPLICABLE LAWS, JURISDICTION AND RESOLUTION OF CONFLICTS.**

These terms and conditions, as well as the provision of our services, will be governed and interpreted in accordance with Peruvian legislation. Any conflict arising from these terms and conditions and our services will be resolved only in the competent courts of the city of Cusco. The original version was written in Spanish. The translated version in English is a courtesy and unofficial translation, therefore, you cannot extract rights from the translation. In case of dispute over the content or interpretation of the terms and conditions, as well as in the case of conflicts, contradictions or discrepancies between the English and Spanish version, the Spanish version of these terms prevails and is conclusive to the extent that that is allowed by law.

## **13. ATTENTION OF CLAIMS AND REIMBURSEMENT POLICY**

ETNIAS GROUP SAC has a customer service that is available to customers to answer their questions, complaints, among others. In the case of presenting any inconvenience,

complaint, query, claim, or similar, you can contact the email [atencionalcliente@mietnia.com](mailto:atencionalcliente@mietnia.com), or telephone numbers (0051) 978365487/949586825

Once the claim, complaint, query or other has been filed, ETNIAS GROUP SAC will contact you in the shortest time, through the established contact details.

Regarding our refund policy, it is subject to the terms and conditions set out in this document, as well as in the case you request it, if applicable we will require you to attach documentation and / or evidence supporting the same, so that they can be evaluated and proceed with the corresponding reimbursement in case your claim is appropriate.

#### **14. PRIVACY POLICY**

ETNIAS GROUP SAC always respects your privacy. You can check our privacy policy for more information.