



LEGAL NOTICE

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1. INTRODUCTION

This Legal Notice regulates the use of the website www.kontikiexpeditions.com (hereinafter, the website) owned by KONTIKI EXPERIENCE KONTIKIEXPE S.A. (hereinafter, KONTIKI or the Owner), with its registered office at Av. 24 y Calle M3, Edificio Fortaleza, Manta, Manabi, Ecuador and with UTR: 1391882718001.

Access to the website is free except for the cost of the connection through the telecommunications network provided by the access provider contracted by the users.

2. ACCEPTANCE

The use of the website attributes the condition of the user and implies the acceptance of all the conditions and terms of use included within this Legal Notice. This website allows consultation and / or reservation of the products and services made available to the user by the Owner. It also allows customers to contact KONTIKI in relation to any queries or concerns regarding the services offered.

By using this website or by making and / or requesting the purchase of a product and / or service through it, the user agrees to be bound by these conditions, so if the user does not agree with all of this, they must not use this website. Therefore, it is recommended that users carefully read this Legal Notice periodically, since the conditions of use thereof, contained in the aforementioned Notice, may be subject to change.

Some services accessible to users through the website may be subject to particular conditions that, where appropriate, shall replace, complete and / or modify this Legal Notice and which must be accepted by the user before starting to provide the relevant service.

KONTIKI reserves the right to unilaterally modify the conditions and terms of use of this website. Any change in this regard shall be visibly published on the website so that it can be known by the user before visiting the page.

3. NAVIGATION, ACCESS AND SECURITY

Accessing and browsing this website implies accepting and knowing the legal warnings, conditions and terms of use contained therein. KONTIKI makes every effort to ensure that navigation is carried out under the best conditions and so as to avoid damages of any kind that may occur during the same.

This web page has been designed to support Internet Explorer, Firefox, Safari and Chrome browsers.

The Owner is not responsible for damages of any kind that may be caused to users by the use of other browsers or different versions of the browsers for which the website has been designed.

Access to this website is not by way of a secure environment.

4. USER'S OBLIGATIONS

4.1 Obligation to make correct use of the website.

The conditions of access and use of this web page are subject to current legislation and the principles of good faith and lawful use by the user of the same, and any type of action to the detriment of KONTIKI and contrary to this Legal Notice is prohibited.

The user agrees to use this service without participating in activities that may be considered unlawful or illegal, that infringe the rights of KONTIKI or third parties, or that may damage, disable, overload or deteriorate the website or prevent the normal use of the aforementioned website by other users.

4.2 Request for content.

The user must refrain from making requests for content offered through this website using means or procedures other than those made available to them, other than those indicated on the website or other than those normally used on the Internet and provided that they do not entail a risk of disabling the website and its contents.

4.3 Prohibitions.

The use of this website for illegal or unauthorized purposes is prohibited, specifically and without limitation:

- 1) Any form of violation of the rights of third parties (right to privacy, right to self-image, intellectual and industrial property rights, etc.).
- 2) Perform, using the contents of this website, any type of advertising such as sending unsolicited emails (spam) or similar communication.
- 3) Introduce computer viruses, defective files or any other software or computer program that may cause damage or unauthorized alteration of the content or systems accessible through this website.

5. VALIDITY

The information that appears on this web page is current on the date of its last update. The Owner reserves the right to update, modify or delete the information on this website.

6. INTELLECTUAL PROPERTY

All the information contained in this web page, as well as its graphic design and the codes used, are protected by copyright or other protection rights in accordance with current law. These rights belong exclusively to KONTIKI, or its licensors, therefore, any act of reproduction, distribution, transformation or public communication is expressly excluded, as well as any type of transfer, of all or part of the content of this site, and in general of any object that according to the current legislation is protectable by the rules of intellectual property.

All content on the website and all content available through the Owner's products and services including designs, text, graphics, images, video, information, applications, software, music, sound and other files, as well as their selection and provision (the "Content") are the exclusive property of the Owner or its licensors, with all rights reserved. No part of the Web Content may be modified, copied, distributed, framed, reproduced, republished, downloaded, extracted, displayed, published, transmitted or sold in any way or by any means, in whole or in part, without the prior written consent of the Owner. Whilst the user is entitled to use the website, the Owner grants a limited license to use and access the web page and to the Content of the website and to download legitimately and only for personal and non-commercial use, the content thereof, as long as all the warnings about copyright and intellectual property remain intact. Content on the website may not be uploaded or republished on any Internet, Intranet or Extranet site, nor may the information be integrated into databases or compilations. Any other use of the Content on the website is strictly prohibited.

The content of this website must not be used for public dissemination or for commercial purposes, and must not be modified without the prior written consent of the Owner.

7. REGISTERED TRADEMARKS

All trademarks, logos and anagrams displayed on this site are the property of KONTIKI or third party companies. The use, without prior consent, of any element of this website that is the object of protection in accordance with current legislation on industrial property is expressly prohibited. Especially, trademarks, trade names, store signs, names, logos, slogans or any type of distinctive sign belonging to the Owner may not be used.

8. PRIVACY POLICY

Our privacy policy can be accessed via www.kontikiexpeditions.com/privacy-policy/

9. COOKIES

Any information regarding the cookies used on this website, as well as the options for modifying or uninstalling them, is available at www.kontikiexpeditions.com/politica-de-cookies/

KONTIKI may use cookies during access to this website. Cookies are automatic procedures for collecting information related to the preferences determined by a user during their visit to a certain web page. This information is recorded in small files that are stored imperceptibly on the corresponding user's computer equipment. Every time the user accesses the web page in question, these files are automatically activated so that the page is configured with the preferences indicated on previous visits. In short, cookies are physical files of personal information housed in the user's terminal and unequivocally associated with this terminal. Cookies cannot read cookie files created by other websites.

The user has the possibility to configure their browser program so that the creation of cookie files is prevented or they are warned when this occurs. The website is accessible without the need to activate the options related to cookie files, although it can prevent the proper functioning of security mechanisms for exclusive services or certain services that require greater security. As a general rule, the purpose of cookie files on the website is to facilitate user navigation.

10. HYPERLINKS

The user who wishes to enter links from their own web pages to that of KONTIKI must comply with the conditions detailed below without ignoring them avoiding the responsibilities derived from the Law:

- 1) The link shall only link to the home page or main page but may not be reproduced in any way (inline links, copy of texts, graphics, etc.).
- 2) It shall be forbidden in any case, in accordance with the legislation applicable and in force at any time, to establish frames of any kind that surround this page or allow the viewing of content through Internet addresses other than those of the same and, in any case, when they are viewed together with content from different internet addresses so that it: (I) produces, or can produce, error, confusion or deception of users about the true origin of the service or content; (II) involves an act of comparison or unfair imitation; (III) serves to take advantage of the reputation of the brand and prestige of KONTIKI; or (IV) in any other way is prohibited by current legislation.
- 3) No false, inaccurate or incorrect statement about KONTIKI, its employees or the activities it carries out shall be made from the page that introduces the link.
- 4) In no case, shall it be stated on the page where the link is located that KONTIKI has given its consent for its insertion or that it otherwise sponsors, collaborates, verifies or supervises the sender's services.
- 5) The use of any denominative, graphic or mixed mark or any other distinctive to KONTIKI is prohibited within the sender's page except in the cases permitted by Law or expressly authorized by KONTIKI and whenever permitted, in these cases, a direct link to the KONTIKI website in the manner established in this clause.
- 6) The page that establishes the link must faithfully comply with the Law and in no case may it dispose of or link to its own content or that of third parties that: (i) are illegal, harmful or contrary to morality and good customs (pornographic, violent, racist, etc.); (ii) imply or may imply to the User the false conception that KONTIKI subscribes, endorses, adheres to or in any way supports the ideas, statements or expressions, lawful or unlawful, of the sender; (iii) they are inappropriate or not pertinent to the activity of KONTIKI with regards to the place, content and theme of the sender's web page.

In any case, KONTIKI reserves the right to prohibit links to its website and to require their removal when they do not meet the conditions required in this section.

11. RESPONSIBILITY

The user shall be solely responsible for the infractions that may be incurred or for the damages that may be caused to third parties by the improper or illegitimate use of the website.

KONTIKI shall not be responsible for any possible damages that may derive from interferences, omissions, interruptions, computer viruses, telephone breakdowns or disconnections in the operational operation of electronic or computer systems, motivated by causes beyond the control of the delays or blockages in the use of said systems caused by deficiencies or overloads of telephone lines, overloads in the Internet system or in other electronic systems.

KONTIKI does not guarantee the veracity nor is it responsible for the consequences that may arise from errors in the content provided by third parties that may appear on this website.

Similarly, KONTIKI is not responsible for the contents, products or services that can be viewed through electronic links, directly or indirectly, through the website. In the event that a user considers that there is a linked site with illegal or inappropriate content, they must inform KONTIKI.

The links do not necessarily represent the existence of a relationship between KONTIKI and the individuals and entities that own the pages to which they give access, nor the recommendation, promotion or identification of KONTIKI with the statements, content or services provided through them. KONTIKI reserves the right to unilaterally remove the links that appear on its website at any time.

KONTIKI does not know the contents and services of the linked sites and, therefore, is not responsible for the damages caused by the illegality, quality, outdated, unavailability, error and uselessness thereof or for any other damage that is not directly attributable to them.

KONTIKI disclaims responsibility for "cookies" that third parties may install on the hard drive of the user's computer.

12. COMMUNICATIONS

For any communication that should be made, an email should be sent to info@kontikiexpeditions.com. The user expressly accepts the use of email as a valid procedure for sending communications.

13. JURISDICTION AND APPLICABLE LEGISLATION

The terms and conditions that govern this website and all the relationships that may arise are safeguarded by the law of residence of the user. Likewise, any controversy that may arise from accessing or using this website shall be the jurisdiction of the corresponding courts, according to the jurisdiction of the user.