

## CONDITIONS FOR THE PROVISION OF TOURISM SERVICES FROM SOUL DO BRASIL

- 1. These general conditions for the provision of tourism services by Soul do Brasil Ltda. ("Soul do Brasil") regulates the relationship between You, as a tourist services contractor and Soul do Brasil as a tourist services intermediary.
- 2. The contract between You and Soul do Brasil will only be considered valid when You accept a Reservation or proposal for a Reservation sent by Soul do Brasil ("Contract"). These Conditions for the Provision of Tourism Services are an integral part of the Contract.
- 3. You are also responsible for the other persons for whom reservations are made ("Passengers"), including being responsible for the information obtained from each of them, such as address, identity document, level of proficiency in the language in the event of hiring courses abroad, health conditions, need for special menu etc.
- 4. If there are changes in the schedule, partially or totally affecting any item of the trip, Soul do Brasil will communicate to You in writing, upon delivery of the travel documents and respective tickets.

#### PRICE AND PAYMENT CONDITIONS

- 5. Soul do Brasil may change prices for any travel or tourist services ("Services") that appear on our website or that appear in our written proposals not yet accepted by You. You will be informed of the current price of the Services before accepting the conditions.
- 6. Unless otherwise specified in the Services' disclosure material, the Prices disclosed will include applicable taxes. Whenever we are unable to calculate a certain cost prior to acceptance of the Proposal, we will indicate to You the type of additional cost you will have to bear.
- 7. Services will be charged in Reais or United States Dollars. In the case of collection in Dollars, payment will be made through partners identified by Soul do Brasil or through companies legally authorized to carry out the conversion and remittance of the amounts to Soul do Brasil, using the exchange rate on the day the contract is closed. The fees and tariffs practiced by the companies that carry out the exchange and remittance of values, will be fully borne by You. Soul do Brasil will not have any responsibility in relation to the companies that may be used by You to make the payment, even if such company is a partner of Soul do Brasil.
- 8. In any case, to make a reservation, a deposit or proof of payment via credit card will be required. The amount of the deposit or proof of payment via credit card will depend on the nature of the Services to be contracted. At its sole discretion, Soul do Brasil may exempt You from submitting such proof or deposit.

### **INSURANCE**

9. We encourage and recommend that You take out a comprehensive travel insurance that covers the risks inherent in your trip. Soul do Brasil will not, under any circumstances, be responsible for You, for Passenger (s) or for any third party that has traveled without adequate insurance coverage, unless the







responsibility is directly from a judicial decision that holds Soul do Brazil for any damage caused to You or Passengers.

- 10. You acknowledge and declare to know that there are destinations that require prior contracting of travel insurance (for example, several European countries), without which you cannot enter a certain country or region. You undertake to take out such insurance, whether through Soul do Brasil or not. You undertake to inform Passengers of this legal need and will not, under any circumstances, demand Soul do Brasil claiming not to have been informed of this situation. Failure to contract insurance may make it impossible to enter certain destinations or may also result in extradition.
- 11. If You choose to take out travel insurance with a Soul do Brasil partner, You must provide: your email address for contact; name, date of birth and full address of all passengers; third party telephone number for emergency contact; Identification Card No. (in the case of foreigners, passport number and issuing country) or CPF number.
- 12. Insurance will only be considered contracted when You receive from Soul do Brasil or the partner identified by Soul, a copy of the respective insurance policy in accordance with the conditions and coverage contracted.

### PASSPORT, VISAS AND HEALTH FORMALITIES

- 13. Soul do Brasil will provide You with general information regarding the need for a visa, passport and applicable health rules and formalities so that You and Passengers can enter and remain at your destination. Anyway, Soul do Brasil has no responsibility to meet or guide you to meet the requirements defined by the legislation or local rules, whether related to the rules of entry and stay in the country (passports, visas) or the rules of surveillance local health.
- 14. Eventual epidemics or local medical emergencies may give rise to the need to evacuate your destination. In this sense, You declare to know and assume this risk without Soul do Brasil assuming any contractual or legal obligation in this regard.
- 15. If You or someone in the Passenger group has a medical condition, illness or mobility impairment, You must inform us before you book so that we can ensure that the trip you are interested in is an appropriate and safe trip for your needs and that of Passengers and, also, so that we can take the possible measures aiming to make your experience and that of Passengers as safe and appropriate as possible. All information about health and mobility conditions will only be used in order to provide the best travel experience and will follow the provisions of our Privacy Policy.
- 16. Except as provided above, for travel in Brazil, a Brazilian must carry an identity card (RG) in good condition and that clearly identifies its holder, with an issue date of less than ten years. In the case of international trips to Argentina, Chile, Paraguay, Uruguay, Bolivia, Peru, Colombia or Ecuador, the valid passport (with 6 months of minimum validity on the date of departure) or original RG in good condition and which clearly identifies your bearer, with an issue date of less than ten years. On trips to any other international destination (including connections and stopovers), other than those mentioned above, a valid Passport (with 6 months minimum validity on the date of departure), consular visas and additional requirements according to the country visited, including for connections and stopovers.







- 17. If You or one of the Passengers is a foreigner and is traveling to Brazil, you must observe the rules applicable to entering the country. You must check if, at the time of your trip, you need a visa to enter Brazil. It is recommended, for example, that the passport is valid for at least more than six months at the time of entry into Brazil. It is also highly recommended that the passport is valid for more than 6 months upon departure. Proof of accommodation, proof of means of subsistence to stay in Brazil, return ticket. These documents can be requested when entering Brazil and the inability to produce them may eventually lead Brazilian border authorities to deny entry to the country.
- 18. You should check which rules apply to traveling with minors unaccompanied by their parents or legal guardians. Soul do Brasil will not be responsible if your travel or that of Passengers is impracticable due to the absence of permission, authorization or any other document that makes travel to minors possible.
- 19. The obtaining of visas is the sole responsibility of the passengers, as well as consultation with the consulate of each country to be visited (including connections and stopovers) regarding additional requirements.
- 20. Some destinations (including within Brazil) require a certificate of vaccination against some diseases (such as yellow fever). It is important that You check the requirements established for the contracted destination, including connections and stopovers, with the maximum advance in relation to the date of departure. There are places in Brazil that require vaccination against yellow fever and may require proof that the vaccine has been administered at least for the time necessary to take effect. The expiration date of the vaccine will also be observed.
- 21. Any situation resulting from rejected documentation, border impediments and actions by immigration agencies at airports, ports and border posts, for national, international and maritime routes, is the passenger's sole responsibility. Eventual deportation is an act of sovereignty in the country visited and Soul do Brasil cannot interfere with local immigration decisions.

### SOUL DO BRASIL RESPONSIBILITIES

- 22. If, after your departure, You notice any breach of the Contract while carrying out the contracted travel package, You must promptly inform Soul do Brasil. We will seek the solution to this non-compliance in the shortest possible time, as long as such a solution does not involve disproportionate costs and as long as the solution is viable and possible, always considering the dimension of the non-compliance and the value of contracted Services. If Soul do Brasil does not resolve such non-compliance within a reasonable period of time, You may alternatively request a reduction in the price of the Services or a refund of the amount paid within the conditions defined below.
- 23. We are responsible for the performance of the Services in accordance with the conditions set out in the Contract. In this sense, Soul do Brasil shall compensate You when there is a breach of the conditions of the Contract, always by means of a discount in the price or a refund of the amounts paid. In no event will any other offsets be due by Soul do Brasil.
- 24. You will be entitled to a price reduction or refund of the amount paid if there is a breach of the Contract, unless such breach of the Contract is attributable to You, the Passengers or, furthermore, attributable to a third party unrelated to the services covered by the Contract.







- 25. Soul do Brasil will not be responsible for cases characterized by unforeseeable circumstances and force majeure under Brazilian law.
- 26. The limitations established here are subject to the rules established by the international conventions to which Brazil is or will be a party, as well as national legislation.

## AMENDMENT, TERMINATION AND NON-ATTENDANCE

- 27. After the conclusion of the Contract, the following hypotheses may occur: a) amendment, on yours exclusive initiative and at least (01) day before the travel date, of the contract conditions initially formalized, such as: destinations, Passengers, date and times of embarkation, disembarkation, transfers, accommodation, airline tickets, road transport, car rental, among other configurations of the travel program ("Amendment"); b) your unilateral decision to terminate this contract at least one (1) day in advance of the travel date ("Termination"); and c) your absence or that of other Passengers, at the time and place scheduled for the start of services ("No Show"). Amendment or Termination requests that occur on the day services begin must also be treated as No Show.
- 28. The Amendment will be implemented according to the following rules: a) If there is an increase in the value of the tariffs or any other service or product under contract, You will bear them; b) If there is a price reduction or there is no variation in tariffs or in any other service or product covered by the Contract, the altered services will be performed at the price already contracted.
- 29. The Services can be rescheduled only once and the new travel date must occur within a maximum period of 12 (twelve) months from the date of request for the Amendment.
- 30. You must necessarily remain a contractor and a passenger; however, tourism services can be enjoyed by passengers other than the original Passengers, as long as the supplier allows the exchange.
- 31. You must send an email to Soul do Brasil customer service contact@souldobrasiltour.com with the advance provided for in clause 27 above.
- 32. In the case of an Amendment, You will continue to be responsible for the payment of tourist services, following the same payment method contracted, except if the date of departure is anticipated, in which case Soul do Brasil will assess the impact on the credit risk granted to You so that Soul do Brasil can refuse to effect the desired Amendment or can propose a review of the values, the number of existing installments and the expiration date of the first or first installments.
- 33. If You choose to Terminate the contract, the following penalties will apply, so if the termination occurs: a) 8 (eight) days or more in advance of the start date of the trip, the fine will be equivalent to 10 % (ten percent) of the total value of the package; b) from 1 (one) to 7 (seven) days in advance of the start date of the trip, the fine will be 20% (twenty percent) of the total value of the package.
- 34. The rules set forth herein will not be valid if there is already another rule provided for in the contract with the final service provider, such as airlines and cruise lines. In such cases, You acknowledge that these companies have specific conditions of contract with their own with their own amendment and cancellation rules, which will apply to You and Passengers and will prevail in relation to the rules set out







in this document. You declare to know and agree with these conditions and ensure that Soul do Brasil will not be liable if, in the future, you do not agree with these contractual conditions.

- 35. In the event of a No-Show, You may, at your option, choose (a) to reschedule dates / destinations / characteristics of the tourist services contracted or (b) to reimburse.
- 36. If there is a No-Show, the following penalties will be applied: a) if You choose to reschedule the planned tourist services, 20% (twenty percent) of the total value of the package; or b) If You choose to reimburse the amount, 30% (thirty percent) of the total value of the package. In the case of the return of the amounts to be refunded, Soul do Brasil will already deduct the penalties established herein.
- 37. In the event of hiring accommodation in a double, triple or quadruple room, there is an apportionment / division in equal parts of the total value of the accommodation between you and other people who have also entered into a tourism service intermediation contract with Soul do Brasil, in the event of termination by such persons you must bear the applicable difference in the price of the accommodation, under penalty of total cancellation of the contract in this situation, you will be subject to the termination fines set forth herein.
- 38. Due to its promotional nature, whenever a non-refundable rate is identified, that rate is not subject to any type of refund, even those provided for above ("Non-Refundable Rate"). As established by the supplier, the non-refundable rate is applicable to reservations for any tourist services that CANNOT be changed under any circumstances, in any of its aspects, for example, itineraries, types of accommodation, food regime, dates, reduction / extension passengers, as well as in the event of Termination or No Show. Therefore, the rules of Amendment, Termination and No Show will not apply in the event of Non-Refundable Rates.
- 39. The family, class or fare profile is duly identified in the Proposal. IN CASES OF TERMINATION OR NO SHOW, AIRLINE COMPANIES CHARGE A FEE THAT IS ADDED TO THE FEE FOR REFUND. THE RESULT OF THIS SUM IS DEDUCTED FROM A POSSIBLE AMOUNT TO BE REFUNDED. THE PERCENTAGE OF THE FINES IS ON THE TOTAL OF THE FEE ACCUMULATED WITH OTHER OPTIONAL SERVICES OF THE AIRLINE. FEES AND FINES FOR AMENDMENT, TERMINATION AND / OR REFUNDS WILL APPLY PER SECTION AND PASSENGER.

#### COMPLEMENTARY RULES

- 40. In any of the cases of Amendment, Termination or No Show listed above, the retention of service fees related to the intermediation of the provision of tourist services will be applied, in the total percentage of 15% (fifteen percent). THEREFORE, IF REFUND WILL BE DUE TO TERMINATION OR NO SHOW, IN ADDITION TO THE FINES PROVIDED IN CLAUSES 33 AND 36, YOU AND PASSENGERS WILL HOLD A RETENTION OF 15% (FIFTEEN PERCENT) OF THE PACKAGE VALUE.
- 41. In the event that You start the contracted trip and come to give up in the course of providing the services, at any stage or stage after its beginning, there will be no refund of amounts paid.
- 42. You acknowledge that the services now contracted are merely intermediation of tourist services provided by third parties (airlines, shipping and road companies, receptive, hotels, restaurants, car rental







companies, etc.), which is why such suppliers may require the application of fines in addition to those listed in the Contract.

43. The Amendment, Termination and No-Show rules set out in this instrument cannot be used in situations where You have made payment directly to the company providing the tourism services.

#### CANCELLATION OR AMENDMENT OF THE TRIP BY SOUL DO BRASIL

44. When the realization of the services purchased depends on a minimum number of participants and, if this number is not reached, the trip can be canceled or modified. In this case, You will be notified at least 72 (seventy-two) hours in advance. The contracted trip schedule may also be modified or canceled due to technical reasons or lack of availability. In any case, in the event of cancellation or modification, it will be at your choice: (a) the trip is carried out under the new conditions informed by Soul do Brasil, (b) the schedule of the same trip (same description) for another date or (c) the return of the amount paid in full by You. In the event that You choose another itinerary or the same trip for another date and, if these options are more costly than the amount initially paid, the difference in value must be paid by You.

45. In case of threat of occurrence of natural phenomena, with possible risks to You and the other Passengers, situation of public calamity, disturbance of the order, accidents or strikes harmful to the contracted services, the trip can be canceled in whole or in part, before the start, or at any stage, with the refund to You of the amounts corresponding to unused services, with the possibility of retaining service fees, as provided in Clause 36. In the event of natural phenomena (earthquakes, storms, floods, cyclones, tornadoes, hurricanes, etc.) or social upheavals (public protests, revolutions, terrorist acts, etc.), Soul do Brasil will not be responsible for the material or moral damages resulting from them.

## BAGGAGE INFORMATION

46. If there is damage or loss of luggage, You must present, at the time of the event, a claim to the responsible means of transport. Thus, the passenger must check the condition of his/her luggage as soon as he/she has it on hand at the disembarkation. Documents with or without value, jewelry, precious stones, money, cameras, camcorders, fragile objects, among others, must be transported in hand luggage, under your direct supervision.

47. On any trip, by any means of transport, You will be entitled to transport a limited volume, specified by the carrier. In the case of hand luggage, in addition to the weight, the Passenger must pay attention to the dimensions and number of pieces defined by the carrier. If you exceed the limits established by the service provider, You must pay the surcharges charged by the carriers.

## TRANSFERS AND TOURS

48. Transfers and tours are tourism services shared with other people, carried out in a vehicle according to the fleet of the responsible company ("Transfers and Tours"). You must attend for the start of services at the location and at the specified time, under penalty of missing the Transfer or Tour without the right to a refund. Therefore, you are aware that punctuality is an essential condition for the enjoyment of the service.



## **OPTIONAL SERVICES**

49. You can choose to hire Soul do Brasil for all services that involve your trip, however, if you choose not to do so or if there is any service that Soul do Brasil does not provide, Soul do Brasil will not have any responsibility for hiring tours, accommodation or other services directly hired by You or Passengers. Usually, these services are contracted directly with specialized companies, which are solely responsible for the organization and operation of these activities. In this way, in case of doubts or complaints regarding such services, you will deal with the matter directly with the contracted company.

## **ACCOMMODATION**

- 50. You must always respect the arrival and departure times of the apartments and / or cabins (check in / check out). Hotel schedules are not always in line with flight schedules, and it may be necessary to vacate the apartment before the transfer arrives. If You want to stay, to wait for the transfer to arrive, You must check the hotel's availability and purchase an extra night. Such expense will not be refunded by Soul do Brasil.
- 51. At the discretion and availability of the means of accommodation, the following combinations may occur: a double apartment may have two single beds or a double bed; triple apartment can have three single beds or a double and a single bed; Quadruple apartment can only have two double beds. The beds can be articulated or sofa bed. If You want specific accommodation, You must first consult the existence of a different bed, as well as the price for the additional service.
- 52. Food will be provided according to the contracted service. Services may include the offer of breakfast, usually served in specific areas and at previously established times. You can also hire a service called "half board" which, in addition to breakfast, will receive another meal (lunch or dinner). In "full board" mode, three meals, breakfast, lunch and dinner will be available. Meals can be served at the accommodation or at another establishment. In the "all inclusive" modality, the products listed by the establishments will be included, but not all products are part of this modality. Important: in the case of a differentiated diet, You must inform and consult us in advance about the possibility of differentiated service in this regard. An additional fee may be charged for this service.

### SPECIFICITIES OF ROAD TRANSPORTATION

53. On road trips, the buses, minivans and minibuses used for the services meet the comfort and safety rules of the local authorities, and this service may include the accompaniment of guides. On tours that follow common routes, there will be the possibility of two or more groups of passengers joining. In that case, there will be no preference in the use of transport seats, regardless of who has been on the vehicle for the longest time.

# SPECIFICITIES OF AIR TRANSPORTATION

54. For domestic flights, the passenger must arrive O2 (two) hours before the scheduled departure time. For international flights, the advance is 3 (three) hours before the scheduled departure time.



- 55. When it is not possible to land at the destination airport due to closure or impediment, the landing will be made at another airport, and the rest of the section may be carried out by another type of transport.
- 56. You understand that you are subject to the airline's rules and conditions, which among other terms may include the application of fines and fees, as well as stipulating restrictions and prohibitions in the case of promotional fares and booking classes. Therefore, if You request a refund, cancellation or alteration of the airline ticket, You must respect the validity of the ticket, which is normally 01 (one) year from the date of issue, respect the limit of permanence of the fare rule, among other conditions established by the airline. The reimbursement dealt with in this clause is not additional to that provided for in cases of non-attendance (No Show) and termination of this Agreement.
- 57. The airline ticket is personal and non-transferable; therefore, passengers cannot be changed. Airline tickets are valid for 12 (twelve) months from the date of issue, being possible to use, refund and / or reschedule (depending on the ticket rule, availability, and by paying fines) only within this period. Changes made after the ticket is issued do not extend this validity, so in the event of a change, the return date must be scheduled within this validity period.
- 58. The seat choice is subject to change by the airline. Therefore, it is recommended that passengers check their seat upon check-in.
- 59. In some cases, it is possible that the passenger has to travel on an aircraft of a partner airline of the one originally hired. This decision is always made by the airline, without any interference or responsibility from Soul do Brasil.
- 60. Duplication of Reservations (DUPE): Airlines do not allow a reservation to be duplicated, that is, that the same passenger has two reservations on the same flight or on flights with incompatible schedules on the same airline. Therefore, if You, the Passenger or a third party makes a new reservation on your behalf or of the Passenger with the airline, either directly or via another travel agency, the reservation made by Soul do Brasil will be canceled by the airline. The consequence of this is that, as long as informed by You or the airline, Soul do Brasil will have to make a new reservation with the airline and You will be subject to the payment of current fare differences or even unavailability of seat on the desired flight. In addition, You will be subject to the Penalties of Amendment or Termination, as provided in these General Conditions.

## SPECIFICITIES OF CAR RENTAL

61. In national rentals, the car will only be rented to licensed drivers with more than two years' experience. Permission to drive a rental car is not permitted. Only drivers over the age of 21 can rent a car. In addition, it is necessary to present a credit card with a minimum limit required by the rental company, when a pre-authorization debit will be made, to cover any damages or breakdowns that the car may suffer. Additional equipment (baby seat, GPS, among others) can be requested and will be paid at the place of pickup. One Way fee (vehicle pick-up location other than the drop-off location) is charged and must be paid at the place of the car's return. The rented vehicle must be returned with the same amount of fuel when removed from the rental company.





62. In the case of car rentals outside Brazil, the car will only be rented to licensed drivers with more than two years' experience. Permission to drive a rental car is not permitted. A valid passport must be presented with the driver's license. In Europe, in addition to these documents, an international driver's license is required. The minimum age for a car rental abroad varies from 21 to 25 years of age (there are rental companies that charge fees for drivers under 25 and that must be paid locally) for drivers, this information must be verified directly with the rental company of the vehicle. The driver must present an international credit card, with a minimum limit required by the rental company, when a pre-authorization debit will be made, to cover any damages or breakdowns that the car may suffer. Additional equipment can be requested and will be paid for at the pick-up location. One Way fee (vehicle pick-up location other than the drop-off location) is charged and must be paid at the place where the car is returned. The rented vehicle must be returned with the same amount of fuel when removed from the rental company (except when this item is included in the plan).

#### GOVERNMENTAL AND LOCAL FEES

63. There are countries that charge government return fees that cannot be collected in Brazil, but when You leave that country. On international travel, You will need to check if the destination country charges this type of government tax. In addition, there are hotels that charge other local fees directly to guests, such as conservation fees, tourism fees and resort fees ('resort fee'). Such government and local taxes, when required, will be borne by You, and are not a refundable expense.

## LEGISLATION AND JURISDICTION

64. The Contract is governed by the laws of the Federative Republic of Brazil and any divergence will be resolved in the Forum of the municipality of São Paulo, state of São Paulo.

