

BU COUNTRY TOURS GENERAL TERMS AND CONDITIONS

Revised on April 26, 2025

BU COUNTRY TOURS WELCOMES YOU AND, THANKING YOU FOR YOUR PREFERENCE, INFORM AND REQUESTS YOU TO CONSIDER THAT:

CHAPTER 1 - GENERAL CONSIDERATIONS

These general Terms and Conditions define the terms and conditions governing the provision of travel services by BU COUNTRY TURISMO SU LDA (hereinafter referred to as "Bu Country Tours", "We" or "our(s)") to the CONTRACTING PARTY (hereinafter referred to as "Customer(s)", "You", "Traveler(s)" or "User(s)") comprising (1) travel packages, (2) activities, (3) transfer services, (4) air and ferry tickets issue; (5) hotel and vehicle reservation, with the issue of the respective vouchers; and (6) other services inherent to the activity of travel and tourism agency (hereinafter referred to as "Travel Service(s)" or "Service(s)").

You must read this Agreement before using the Website and booking our Services. Use of the Website constitutes an agreement with all terms and conditions (collectively "Terms") of this Contract ("Contract") and you warrant that you understand, agree and accept all Terms contained herein.

1.1) PARTICULAR CONDITIONS

The Terms contained in possible particular conditions, if any, prevail over the provisions of these general Terms. The present general conditions may be complemented by any other specific ones, as long as duly agreed by the parties. By contracting with Bu Country Tours you acknowledge and accept all terms and conditions set out in this document.

1.2) MODIFICATIONS

Bu Country Tours reserves the right to modify the Terms at any time without prior notice. Any changes will become effective immediately upon use of the Website, Application and Services post change constituting an acceptance of the modified Terms. If the modified Terms are not acceptable to you, your only recourse is to cease using the Website, Application and Services.

CHAPTER 2 - PRESENTATION

Bu Country Tours is an incoming tour operator and DMC (Destination Management Company) headquartered at Av. de Palmarejo, Palmarejo, Praia - Cape Verde, with share capital of 5,000,000\$00, under registration number: 4118520180806 and the tax identification number (TIN) 276695208.

2.1) INTERMEDIARY ROLE

Bu Country Tours acts as an intermediary between its Customers and national Suppliers, whose Services are related to the areas of hotels, transportation, leisure, restaurants, "shows", etc. (hereinafter referred to as "Suppliers"), providing standardized and tailored Travel Services.

2.2) SUPPLIERS

Suppliers are the companies and/or individuals responsible for the final services, such as: hotels, airlines and shipping companies, land carriers, car rental companies, tour guides, translators, restaurants etc. Suppliers are responsible for providing their Services, being obliged to reimburse the Customer in the event of poor quality of Services provided, negligence, imprudence, malpractice, bad faith, deceit, coercion, guilt, as well as if for their own damaging action or omission, considering the extent of its obligations, incur the Client at any cost in addition to what is contracted.

CHAPTER 3 - CONDITIONS OF USE

As a condition of using this Site, you warrant that (i) you are at least 18 years old, (ii) that you have the legal authority to create a legal obligation, and (iii) you will use this Site in accordance with this Agreement.

Bu Country Tours reserves the right at our discretion to deny anyone access to this Website and the Services we offer, at any time and for any reason, including, but not limited to, for breach of this Agreement.

3.1) INTELLECTUAL PROPERTY RIGHT

The contents and information available, applicable and/or used on the www.bucountrytours.com website and on all Bu Country Tours Websites and mobile applications (collectively, the "Site(s)" or "Website(s)") including, messages, data, text, music, sound, photos, graphics, video, maps, icons, software, code or other materials, as well as the infrastructure used to provide them, is owned by Bu Country Tours. All content and information of the Partners present on this Website are licensed to Bu Country Tours, being fully protected by copyright.

3.2) PROHIBITED ACTIVITIES

This Site is for the User's personal and non-commercial use. The User agrees not to copy, alter, distribute, transmit, present, apply, reproduce, publish, license, create derivative works, transfer, sell or resell any information, software, products or services obtained from the Services present on the Website. The User further agrees not to use content, information and services available on this Website for any purposes that are not in accordance with this Contract or that do not have our express written authorization.

The User is prohibited from taking any measures that impose or may impose, in our sole discretion, an unjustified or excessively disproportionate load on our infrastructure, and/or attempt to alter, translate, adapt, edit, decompile, disassemble or apply reverse engineering to any computer programs, content and services used by Bu Country Tours in relation to the Services. The User is also prohibited from using any means that could compromise or interfere with the functional security of the contents and Services presented on this Website.

3.3) INFORMATION PROVIDED BY YOU

If you act on behalf of a company or other legal entity, you guarantee that you have the authority to act and bind on behalf of that company or other legal entity to these Terms. If you are using this Website and/or making travel reservations or bookings for another person, you agree to inform that person(s) about the Terms & Conditions that apply to the travel reservations and bookings you have made on their behalf, including all rules and restrictions applicable thereto and these Terms of Use. You agree to be financially responsible for all use of the Website (as well as for the use of your account by others). You are responsible for any bookings and travel reservations made by persons under your direction or control. You also warrant that all information supplied by you or on your behalf, or by members of your household in using the Website is true, current, complete, and accurate. Furthermore, you also confirm that the Traveler is not an unaccompanied minor. Without limitation, any exploratory, speculative, false, or fraudulent reservation is prohibited.

3.4) PRIVACY POLICY

Bu Country Tours's Privacy Policy applies. Please see them for information and notices concerning Bu Country Tours's collection and use of your personal information.

3.5) CRITICS, COMMENTS AND OTHER SUBMISSIONS

Please be aware that by submitting content to this Site, by email, through publications on this Website or otherwise, including any comments, questions, suggestions, ideas or the like, you

grant Bu Country Tours and its affiliates a non-exclusive license , royalty-free, perpetual, non-transferable, irrevocable and fully sublicensable to: (a) use, reproduce, modify, adapt, translate, distribute, publish, create derivative works and publicly display and perform such submissions worldwide in any medium, now known or created; and (b) use the name you submitted in connection with such presentation.

You acknowledge that Bu Country Tours may choose to provide attribution of your comments or opinions (for example, listing your name and hometown in a school or course you have attended), and that such submissions may be shared with our Supplier Partners.

You also grant Bu Country Tours the right to pursue any person or entity that violates your rights in submissions by breach of this contract by law. You acknowledge and agree that submissions are not confidential. We do not assume any responsibility for applications posted or sent by you. We have no obligation to post your comments, we reserve the right, in our absolute discretion, to determine which comments are posted on our Website. If you do not agree with these terms and conditions, please do not provide us with any Submissions.

You are prohibited from posting or transmitting to or from this Website: (i) any illegal, threatening, libelous, defamatory, obscene, pornographic or other material or content that violates publicity and/or privacy rights or that may violate any law; (ii) any commercial material or content (including, but not limited to, soliciting funds, advertising, marketing or any good or Service); and (iii) any material or content that infringes, misappropriates or violates any right copyright, patent right or other property right of third parties.

You are fully responsible for the content of your presentations. You will be solely responsible for any damages resulting from any violation of the previous restrictions, or any other damage resulting from your posting of content to this Site. You acknowledge that Bu Country Tours may exercise its rights over (for example, use, publish, delete) any content that you submit, without notice.

3.6) DISCLAIMER OF WARRANTIES

In no case will Bu Country Tours be liable, directly or indirectly, for any damage or loss to the User, resulting from the use of our Website. Bu Country Tours does not guarantee that its web pages will not be interrupted or that there will be no errors.

3.7) LINKS TO THIRD PARTY SITES

Bu Country Tours may include links to Internet Sites that are owned or operated by third parties, thereby accepting the rules of these if you visit them. These links are provided for your reference only. We do not control these Websites and are not responsible for their content or the privacy or other practices of such Websites. In addition, it is up to you to take precautions to

ensure that any links you select or software you download (whether from this Site or other Sites) are free from items such as viruses, worms, Trojan horses, defects and other items in a destructive nature. A link to a non-Bu Country Tours website does not mean that Bu Country Tours supports the website or the products and services referenced therein.

3.8) MODIFICATIONS OF INFORMATION ON THE SITE

Bu Country Tours reserves the right to insert, alter and remove, without prior notice and for whatever reason, any information present on the Website. The User is responsible for reviewing the content whenever consulting or booking Services through it.

CHAPTER 4 - RESERVATIONS & PAYMENTS

If you wish to confirm a booking you must pay a minimum of 20% of the total price of the Travel Service, settling the remaining 80% up to 60 days before departure. If the registration takes place 59 days or less from the date of departure, the total price of the Travel Service must be paid at the time of booking, subject to obtaining the Supplier's confirmation whenever such Service is not subject to instant confirmation.

4.1) PARTICULAR PAYMENT CONDITIONS

Whenever, for contractual reasons, Bu Country Tours is required to anticipate issuance of air tickets and/or to make advance payments to our Suppliers, full payment will be required upon booking or confirmation of Travel Services.

4.2) SENDING PROOF OF PAYMENT

For payments, We accept Visa, Mastercard and American Express cards, bank deposit, Western Union Or similar. Whenever payment is made by bank transfer, Western Union or other similar means, you must send a proof of the referring transfer to our financial department by sending an email to: finance@bucountry.com.

4.3) BOOKING CONFIRMATION

After Bu Country Tours confirms the payment made by you, a receipt and a Voucher (collectively "Voucher(s)") in the name of the person in question will be sent to the email address provided as soon as possible. Services subject to instant confirmation are confirmed immediately and our reservation system will send the necessary vouchers within an average period of 10 minutes after the reservation.

4.4) CONDITIONS FOR USE OF THE VOUCHERS WITH PARTNERS

Unless otherwise stated, Vouchers must be printed and delivered to Suppliers to have access to the Service(s) booked. To avoid any fraudulent use, proof of identity and the signature of the Voucher or presentation of the credit card used for the order, when applicable, may be requested.

4.5) VALIDATION OF VOUCHERS

Vouchers are valid under the conditions specified at the time of order, according to the Partner's availability. If the Voucher is not presented under the conditions set out above on the agreed dates and at the agreed times, you will not be able to access the booked Activity(ies) and / or Service(s) and you will not be able to request any refund.

4.6) CANCELLATION

Bu Country Tours reserves the right to cancel any reservation for which payment has not been made under the conditions mentioned above.

We recommend a careful reading of our Cancellation Policy that governs your purchases on www.bucountrytours.com, as it constitutes your agreement, so be sure that you understood them before completing your purchase.

Bu Country Tours is not responsible for errors in the booking that are attributable to the Customer or that are caused by unavoidable and exceptional circumstances.

4.7) CHANGES IN PRICE

The prices contained in the program are based on the costs of Services and exchange rates in effect at the date of printing of the travel program, so they are subject to changes (price increase or reduction) resulting from changes in the cost of transportation or fuel, taxes, exchange rates and fluctuations up to 20 days before the travel date. If the increase in question exceeds 8% of the total price of the package, the provision in the clause "CHANGES TO BE MADE BY BU COUNTRY TOURS" will apply.

4.8) PRICING ERRORS

Bu Country Tours makes every effort to ensure the accuracy of all information and prices provided to you, unfortunately, errors do occasionally occur. In the event that an incorrect price was given in error, any reservation made based on that price will not be valid.

You will be notified of the error as soon as possible and then have the option to pay the correct price for the Service in question or to cancel and receive a full refund for any amount you have already paid.

4.9) BANK AND CREDIT CARD FEES

Some banks and credit card companies impose fees for international transactions. If you are making a booking from outside of Cape Verde, your bank may convert the payment amount to your local currency and charge you a conversion fee. This means the amount listed on your credit or bank card statement may be in your local currency and therefore a different figure than the figure shown on the billing summary page for a reservation booked on the Website.

The currency exchange rate and foreign transaction fee is determined solely by your bank on the day that they process the transaction. If you have any questions about these fees or the exchange rate applied to your booking, please contact your bank.

4.10) VALUE ADDED TAX (VAT)

The prices mentioned in all Services already reflect the value added tax (VAT) at the legal rate in force.

CHAPTER 5 - ACCOMMODATION

Each hotel, accommodation and/or apartment ("Accommodation(s)") has its own service and tariff rules.

5.1) HOTELS/APARTMENTS

The price shown is per person and is based on a double and standard occupancy in the "Bed & Breakfast (BB)" regime, unless otherwise stated. The list of hotels and apartments included in the programs is indicative as well as their category that respects local criteria and classifications whose criteria are sometimes different from those used in Cape Verde.

5.2) CHECK-IN AND CHECK-OUT TIMES

The majority of the accommodation establishes the occupancy of the rooms, from the day of arrival between 2 pm and 3 pm, where the departure must take place on the last day, between 11 am and 12 pm. In the apartments, the entrance usually takes place at 5 pm on the day of arrival and must be left free until 10 am on the day of departure. Please note that the times shown on the Voucher are expressed in the local time at the destination.

5.3) TRIPLE ROOMS

Most of the listed accommodations do not have triple rooms. When the hotels accept the booking of accommodation for 3 (three) people in the same room, it will be held in a double room with an extra bed, which may not be identical in quality and comfort.

5.4) MEALS

Meals, when included, whether from restaurants or hotels, will be served at fixed times and with the same menu for all participants, with no changes. Unless otherwise stated, prices shown for Half Board and Full Board supplements do not include drinks. On arrival at the hotel after 7 pm, the first meal service will be breakfast the next day, and unless late check-out is possible, the hotel's last service will be breakfast. If the client needs to follow a diet, prior consultation is necessary. Meals not included in the Travel Program will always be at the Client's expense.

5.5) TOURISM TAX

Bu Country Tours does not include a tourist tax of two euros and half per night for each adult, which must be paid directly at each hotel upon arrival. You are responsible to verify the amounts charged for extra services. Each hotel has its commercial policy for charging extra services.

5.6) REPLACEMENT

We might be obliged to replace the foreseen hotel, in some cases especially during the high season, with others of the same category before you arrive at the destination.

CHAPTER 6 - ACTIVITIES AND TRANSFERS

Before booking a tour, activity, attraction or ticket ("Service(s)") in www.bucountrytours.com, you warrant that you understand, agree and accept all terms and conditions contained herein.

6.1) RESERVATIONS

Activity reservations are made over the Internet on our Website, on Partner Sites, by email: booking@bucountry.com or in person at one of our offices.

6.2) PRICE OF ACTIVITIES

Unless otherwise stated, prices quoted are per person and include taxes. The prices shown on the Site can be changed without notice and only become final and binding after signing the contract/reservation.

6.3) ARRIVAL AND DEPARTURE HOURS

The arrival and departure times in each city are indicated on the program at the local time of the respective destination and according to the times indicated by the transport companies at the date of printing the program, therefore, they are subject to change. All times indicated are always approximate, however, Travelers are required to appear at the indicated time. The Traveler must observe and obey the schedules determined by Suppliers, being obliged to respect the conditions of behavior and safety determined by them, as well as the rules of internal functioning in the establishments of the contracted Suppliers.

6.4) CONTACT WITH THE OPERATOR

In some cases, before the date of the Activity or Transfer, you will be asked to communicate with your local representative to confirm some details and / or coordinate the meeting place. If you fail to make this contact in a timely and correct manner and, as a result, have frustrated the use or enjoyment of the Service, Bu Country Tours will not be responsible and you will not be entitled to demand any refund from us.

6.5) DISCLAIMER OF WARRANTIES

In no event shall Bu Country Tours be liable, directly or indirectly, for the purchase of any product or service, such as, not limited to, souvenirs, clothing or shoes and/or foods during your Tour. Neither Bu Country Tours nor the Tour Guide makes claims about the quality, origin or other source of any merchandise or service that may be available for purchase.

Bu Country Tours is not responsible if the passenger is not at the departure point at the indicated time, continuing the trip for the benefit of the remaining passengers.

6.6) ACTIVITIES PROHIBITED DURING EXCURSIONS

It is not allowed to consume strong smelling foods or alcoholic beverages within the transport, nor is it allowed any kind of sound (music), because each passenger has his musical preference and we have to respect everyone. If you want to hear your preferred music during the trip we recommend the use of headphones.

No type of prejudice is tolerated during our trips, if this type of attitude occurs initially the Tour Guide will intervene verbally, in case of insistence of the prejudiced attitude the victim and/or Bu Country Tours will carry out the legal procedures for punishing the aggressor.

Pollution is not accepted in any of our destinations. All the garbage produced by you must be taken with you to a nearest garbage dump and discarded.

6.7) AIRPORT TRANSFERS POLICY

The travel announcement may include a transfer upon arrival and departure, which will always be carried out by a safe motor vehicle, driven by a qualified professional, always aiming at the comfort and safety of the Traveler. In the event of a flight being changed by the Traveler, the Traveler must inform Bu Country Tours by phone +238 923 57 28 or by sending an email to info@bucountry.com so that We can provide his reception. The Traveler's lack of change information exempts Bu Country Tours from any refund or financial return.

6.7)1. LUGGAGE LIMITS

Each Traveler is subject to the weight and amount of luggage limit established during roundtrip transfers. In general, prices include only 1 suitcase weighing up to 25 kg and a 5 kg handbag for each Traveler. Bu Country Tours reserves the right to refuse to accept excessively bulky baggage.

6.7)2. FAULTS AND DELAYS

If the Traveler does not find the driver after arriving at the airport, he must first contact our emergency number +238 923 57 28. If the Traveler does not contact Bu Country Tours, he will not be entitled to any refund. In any case, delays resulting from technical or other reasons related to means of transport or other external factors, namely works on the road, accidents, traffic congestion, etc., are noted.

6.7)3. GENERAL CONSIDERATIONS

If Transfers are included, they can be private or shared with other Travelers. Transfers can be provided (i) from an Accommodation to another, (ii) from the airport/port to the indicated Accommodation (or vice versa), and (iii) from Accommodation to the place where the Traveler will participate in the booked tour (or vice -verse), at the beginning or at the end of the trip. In case the Traveler is retained or delayed due to any cause inside the airport or accommodation, he should call the transfer contact number provided in the voucher.

6.8) SERVICES INCLUDED

Review the individual itineraries to find out what is included in the price of the tour package purchased. Services not explicitly mentioned as included are not included. Customs fees, laundry services, drinks, phone calls, tips, optional tours, extra meals, extra coffees, fees and tickets for parks, museums, churches, concert halls, and other expenses, being out of the contract, are the responsibility of the Traveler.

In addition, additional costs not included in the tour package price are fees associated with air carriers, such as upgrades / seat changes, checked bag fees and airline fuel surcharges.

6.9) ACCEPTANCE OF RISK AND WAIVER OF LIABILITY

Some activities may have a high level of risk and it is your responsibility to ensure that the activity is suitable for you and/or your travel partner. The Traveler must report any health problems that may prevent him from participating in the Activity or that may cause potential risks to himself or others;

6.10) GENERAL RULES

For each of the Activities, Excursions, Transfers, Tickets or Attractions provided by Bu Country Tours, its own general rules are described in the brochure of each of them on our platform. Therefore, We recommend that you carefully read the information contained therein to obtain details of the minimum requirements and/or skill levels necessary to participate in an experience. If you do not follow the instructions provided in the description of each Service, such as, among others, the mandatory presentation of (i) identification document, (ii) driving license, (iii) types of shoes or essential clothing, or instructions regarding your health and safety, etc. You may not participate in the trip and you will not be entitled to any refund.

Anyone under the age of 18 at the time of the Tour must be accompanied by an adult.

Unless otherwise stated, the size of the Tour group can vary from 1 to 20 participants.

The Traveler must respect any terms and conditions or restrictions imposed, whether based on age, health, weight and/or height, skills level or not.

CHAPTER 7 - AIR TRANSPORT

The Airline company is responsible for damages caused to people or luggage, under the terms of the Law. The responsibility is exclusive to the companies that provide air transportation services, compliance with the laws and regulations that apply to the mode of passenger transportation, as well as coverage of insurance and civil liability.

7.1) CHANGES

Common changes can occur in flights, such as: change of routes, dates, times, flight conditions from charter to regular flight or vice versa, airport of origin and destination.

7.2) TIMELINESS

The presentation for the Traveler's departure at the airport of departure must occur according to the instructions of the Airlines, that is, it is recommended to present for domestic flights 2:00 (two hours) in advance of the departure time and for international flights 3:00 (three hours) before the departure time.

7.3) LUGGAGE

Luggage and other belongings that the Traveler takes with him are not covered by the travel contract. The customer's luggage and personal belongings are the sole responsibility of the Traveler, and Bu Country Tours does not accept any liability for loss, forgetfulness, damage, subtraction, deterioration or destruction of luggage and other belongings.

In the event of lost or damaged luggage, the Traveler must go to the airline's customer service offices and make the corresponding claim. We advise all the Travelers to take out travel insurance to cover part of these risks.

7.4) WEIGHT LIMITS

For travel packages that include domestic flights, each passenger is entitled to take a suitcase of up to 23 kg and a backpack of up to 5 kg.

CHAPTER 8 – DOCUMENTATION

8.1) PERSONAL DOCUMENTATION

The Traveler must keep all personal documentation up to date, namely (Identity Card / Citizen Card, Authorization and documentation for minors). Personal documents for national and international travel are the responsibility of the Traveler who must comply with the requirements of the competent authorities, such as, but not limited to, original identity card (including minors), passport, consular visa of the destination countries, proof of vaccine, among others required.

8.2) DISCLAIMER OF LIABILITIES

Bu Country Tours declines all responsibility for refusing to grant visas, or for not admitting any Traveler in a foreign country; cases in which the conditions established for the cancellation of the trip will apply, with the Traveler being responsible for any and all costs caused by such a situation.

8.3) TRAVEL DOCUMENTATION

The issuance of Travel Documents by Bu Country Tours is subject to the contractual conditions of each Service, so they may not be issued a long time before the departure date. Under exceptional conditions, imposed by Suppliers, emissions may have to be anticipated.

CHAPTER 9 – GENERAL CHANGES

9.1) CHANGES TO BE MADE BY BU COUNTRY TOURS

Bu Country Tours will make every effort to operate the Tours as announced. Whenever there are other reasons that justify it, Bu Country Tours reserves the right to make changes to the itinerary to ensure the proper handling of the Travel Service. These changes may include, but are not limited to, schedule changes, hotels planned by others of a similar category and attractions.

Changes in the price of the carriage of Travelers resulting from changes to the cost of fuel or other power sources, the level of taxes or fees imposed by third parties including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports or exchange rates mean that the price of your travel arrangements may change after you have booked.

If the price of the travel package increases by more than 8% of the total price, the Traveler can, within up to 14 days after notification:

- a) Accept and pay the surcharges;
- b) Cancel and receive a full refund of the money paid;
- c) Accept an alternative tour package proposed by Bu Country Tours, being refunded in case of price difference.

Failure by the traveler to respond within the deadline set, imply tacit acceptance of the proposed change.

9.2) CHANGES REQUESTED BY THE TRAVELER

If the Suppliers of the trip in question allow, whenever a Traveler, listed for a certain trip, wishes to change his registration for another trip or for the same departing on a different date, or any other change, a fee of € 20.00 must pay for each change (non-refundable) plus the charges that the change gives rise to.

If the change is not possible, the Customer will be subject to the conditions of our Cancellation Policy.

9.3) CHANGES AFTER DEPARTURE

If the Traveler requested for any change after the departure for reasons not attributable to Bu Country Tours (e.g. extension of nights, flight change), the prices of the Services may not correspond to those published in the brochure that motivated the booking.

If Bu Country Tours has no availability on the new chosen date, otherwise the Traveler will be subject to the conditions of our Cancellation Policy.

The date change will be allowed once. If another date change is necessary, the Travel Service must be canceled. In this case, the cancellation will be made based on the date of the purchase of the trip and not the date of change.

Request your change ONLY via email info@bucountry.com.

If your purchase was made through promotions, gratuities or discount coupons it cannot be rescheduled or canceled.

9.4) REGISTRATION ASSIGNMENT

The Traveler may assign his/her reservation or contracted Services, replacing himself with another person who fulfills all the necessary conditions for the trip, only if all the included Suppliers accept the replacement. In this event the Traveler must notify Bu Country Tours within at least 5 days prior to the departure. Assignment of any application implies joint responsibility of the assigner and assignee for the payment of the contracted values and for the additional charges arising therefrom.

CHAPTER 10 – CANCELLATIONS

10.1) CANCELLATIONS BY US

Bu Country Tours reserves the right to cancel your travel package if the number of participants reached is less than the minimum required. In these cases, the Traveler will be informed of the cancellation within:

- a) 21 days before of the departure, in the case of trips lasting more than six days;
- b) 7 days before of the departure, in the case of trips lasting two to six days;
- c) 48 hours before the departure, in the case of trips lasting less than two days.

10.1)2. FORCE MAJEURE

Bu Country Tours may also cancel the travel package before the departure, if it is prevented from executing it for reasons of Force Majeure. Force Majeure includes impersonal events such as war, civil insurrection, strikes, volcanoes, extreme weather, earthquake, government decisions, natural phenomena, interdictions from public authorities, pandemics or natural disasters that makes it dangerous or impossible to safely undertake the tour.

Termination of the travel contract by Bu Country Tours under the aforementioned terms only gives the Traveler the right to a full refund of the money paid, made within a maximum period of 15 days after the termination of the contract by Bu Country Tours.

10.2) TERMINATION OF THE CONTRACT BY THE TRAVELER

You have the right to cancel the travel package at all times before the departure. In the event of cancellation, you must expressly communicate to Bu Country Tours at +238 923 57 28 or by

email to booking@bucountry.com. We will confirm your cancellation by email and apply our Cancellation Policy.

10.3) BU COUNTRY TOURS CANCELLATION POLICY

- In certain cases you may be eligible to receive a full or partial refund depending upon:
- The reason for your cancellation or;
- Cancellation policy described exclusively in the brochure for each activity or service booked;
- The number of days prior to the start of the tour your cancellation request is received or;
- Penalties applied by Suppliers involved,

Administration fee.

Unless otherwise indicated, for cancellation due to any reason (such as illness, changes in personal circumstances), the date on which the cancellation request is received by Bu Country Tours will determine the refund due as follows:

- a) If you cancel 30 days or more before the departure: No cancellation fee. We will refund the amount paid less any initial non-recoverable costs incurred. Send us a message to find out what these costs are, if any.
- c) If you cancel from 29 to 15 days before departure: 40% cancellation fee. We will refund 40% of the amount paid.
- d) If you cancel less than 15 days before the departure or if you don't show up: the cancellation fee will be 100%.

The Traveler will not be entitled to any refund if (i) the cancellation is due to abandonment after the departure (ii) the reservation was guaranteed through a non-refundable rate or special prices, (iii) the Traveler does not appear, either on arrival or departure, as well as at stops along the route.

Bu Country Tours will make any refund due within a maximum of 20 working days after the cancellation date.

CHAPTER 11 – FINANCIAL GUARANTEE/INSURANCE

11.1) RESPONSIBILITIES

Bu Country Tours is responsible for the correct execution of all excursions and guided tours presented on this Site, even if it will be performed by a partner Supplier. Bu Country Tours is responsible for (i) the correct issuance of the titles (Voucher) for accommodation, transportation, guided tours or any reserved travel service, (ii) for the mistakes made during the booking process, even in cases resulting from technical deficiencies in the reservation systems that are attributable and also (iii) by the guilty choice of Suppliers, if these have not been suggested by the Traveler.

11.2) CIVIL LIABILITY INSURANCE

Bu Country Tours' liability, arising from the assumed obligations, is guaranteed by a liability insurance at the IMPAR SARLS, with policy number 700600007, in the amount of Escudos: 5,000,000.00 and a bond insurance under current legislation.

CHAPTER 12 – LEGAL CLAIMS

Claims shall only be deemed as valid when they are submitted in writing to Bu Country Tours within a period not exceeding 27 days after the end of the provision of Services. They can only be accepted as long as they have been reported to the Suppliers (hotels, carriers, etc.) as soon as such non-conformity occurs, that is, without undue delay, requiring documents to prove the occurrence.

CHAPTER 13 – INDEMNITY

You agree to defend and indemnify Bu Country Tours, Affiliates, and/or their respective Suppliers and any of their employees, directors and agents against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature, including but not limited to legal and accounting fees, presented by third parties as a result of:

- a) Your breach of this contract or the documents mentioned in it;
- b) Violation of any law or the rights of third parties, or your use of this Website.

CHAPTER 14 – JURISDICTION AND GOVERNING LAW

Cape Verdean legislation will apply to all disputes arising from the interpretation or execution of these General Conditions. The Parties elect the Court of Praia with waiver of any other, however privileged it may be.

CHAPTER 15 – INVALIDITY

Failure by Bu Country Tours to enforce any provision(s) of this Agreement shall not be construed as a waiver of any provision or right. These Terms and all other aspects of use of the Site, shall be governed by and construed in accordance with Cape Verdean laws.

If any provision of these Terms of Use is found to be invalid or unenforceable, the remaining provisions shall be enforced to the fullest extent possible, and the remaining Terms of Use shall remain in full force and effect.

CHAPTER 16 – FINAL CONSIDERATIONS

The programs presented on our Website are valid until the last travel return date for each of them.

For due legal purposes, you declare that you have read, understood, agreed and accepted all Terms contained herein.

The parties' tolerance of any contractual infractions will not constitute a waiver, precedent or contractual novation.

Any rights not expressly granted here are reserved.

Thankful,

Bu Country Tours Team