



Our Terms & Conditions

Questions about our terms? Contact Us info@aldea.travel

Last Updated: September 11, 2022

Thank you for trusting Aldea Travel!

We're delighted that you have decided to be part of our community.

ALDEA Travel is an impact peer-to-peer online marketplace where ALDEA users ("Members") can publish, offer, search for, and book services online through the ALDEA platform. Members who post and offer services are called "Hosts," and members who search for, book, or use services are called "Guests." Hosts provide expeditions ("Expeditions"), activities, tours, and events ("Experiences"), as well as various travel and other services (collectively, "Host Services," and any individual listing, a "Listing"). The ALDEA Platform requires you to create an account to access and use many features, and you must keep your account information accurate. Listings, host services, or tourism services are not owned, controlled, offered, or managed by ALDEA, the provider of the ALDEA Platform. ALDEA is not a party to the contracts entered into directly between Hosts and Guests, nor is ALDEA a travel agency, insurer, or an organizer or retailer of travel packages under Directive (EU) 2015/2302. ALDEA is not acting as an agent in any capacity for any Member, except as specified in the [Payments Terms of Service](#) ("Payment Terms"). To learn more about ALDEA's role see Section 16.

These Terms are supplemented by other policies and terms, including the [Privacy Policy](#), which explains how data is collected and used, and the [Payments Terms](#), and the [Fund-Me Terms of Service](#) which govern payment services provided by ALDEA payment entities to Members (collectively, "ALDEA Payments").

When providing services and entering into contracts with third parties, it is your responsibility to understand and comply with all laws, rules, and regulations in your country of origin.

You and ALDEA have entered into a binding legal agreement (the "Terms") governing your use of ALDEA's website, applications, and other offerings (collectively, the "ALDEA Platform"). The ALDEA Travel entity that you are contracting with is set out on Schedule 1 (Section 29) of these Terms and can be referred to as "ALDEA," "we," or "us." The ALDEA entity that you are



contracting with is set out on Schedule 1 (Section 29) of these Terms and can be referred to as "ALDEA," "we," or "us."

1. Our Purpose and Mission.

Impact peer-to-peer travel marketplace based in LATAM. It seeks to connect travelers with genuine, authentic, high-quality hosts and experiences in Latin America while fostering fair trade and donating directly to NGOs to foster sustainable development.

Our mission is to create a world where you can travel and catalyze a positive impact. We connect travelers with locals that provide experiential and immersive travel experiences fostering fair trade and directly impacting development projects at the destination.

From tours to expeditions to cooking classes, browse through curated listings to find the ones that fit the way you travel. Delivering growth & prosperity that benefits everyone.

Learn more about a Listing by reviewing the description and photos, the Host profile, and past Guest reviews. If you have questions, just message the Host. When you are ready choose the project you want to support



Guest Terms

2. Searching and Booking on ALDEA.

2.1 Searching. The type of Host Service, travel destination, travel dates, and the number of guests can all be used to search for Host Services. Search results can also be refined using filters. Result sets are sorted based on relevance to your search and other factors. Relevance is determined by factors such as price, availability, reviews, customer service, cancellation history, popularity, previous trips, and saved listings, among others.

2.2 Booking. Aldea is a peer to peer marketplace providing a booking service. As part of your booking, you agree to pay all charges for the Listing, including ALDEA's service fee, offline fees, taxes, the donation to local projects, and any other items you identify during the checkout process (collectively, "Total Price"). A contract for Host Services (a "Reservation") is formed between you and the Host when you receive the booking confirmation. The terms of the Reservation will also apply to you, and you are responsible for complying with them, including without limitation the cancellation policy, as well as any other rules, policies, or other requirements identified in the Listing or during checkout that apply to the Reservation. Prior to booking a Listing, you should read and understand these rules, standards, policies, and requirements. Hosts sometimes work together to provide their Host Services with a co-host or a team.

2.3 Reservations of Experiences and Other Host Services. You are able to use, participate in, or attend a Host Service when you reserve an Experience or other Host Service Reservation. The person you invite must meet the minimum age requirements, proficiency requirements, fitness requirements, as well as any other requirements. If you have any medical or physical conditions, or if there are any other circumstances that may affect your ability to attend or participate in the Host Service, you must inform the Host. Unless expressly authorized, you may not accept any guests unless they are added as additional guests during the booking process.



3. Cancellations, Refunds, Travel Issues, and Booking Modifications.

3.1 Travel Issues, Cancellations, and Refunds. In general, if you cancel a reservation, the amount you receive as a refund depends on the cancellation policy for that reservation. Other policies, however, may determine what amount is refunded. When circumstances beyond your control force you to cancel a reservation, you may be eligible for a partial or full refund under our [Extenuating Circumstances Policy](#). Under our [Cancellation Policy](#), you may be eligible for rebooking assistance or a partial or full refund if your Host cancels, or if you have a Travel Issue. A decision made by ALDEA may be appealed by contacting our customer service department via info@aldea.travel.

3.2 Booking Modifications. All guests and hosts are responsible for any booking modifications they agree to make via the ALDEA Platform or have ALDEA customer service make on their behalf ("Booking Modifications"), and agree to pay any additional amounts, fees, or taxes associated with the Booking Modification.

3.3 Significant alterations. If a host has no choice but to make a 'significant' alteration to an 'essential term' of the booking for an experience before the departure date, they must notify the host and ALDEA of the proposed alterations as soon as possible. In this situation, the host is entitled to cancel the booking without incurring a penalty if they don't agree with the proposed changes. The host must inform the guest of the changes and set out a specified period of time which the host can accept the changes or cancel the booking without penalty.

If the guest fails to respond to the notification of the relevant changes sent by the host in the first instance, the host will need to send a further notice and notify ALDEA. If the host fails to respond within a reasonable deadline set by that further notice, the contract will terminate and the payments will be refunded with undue delay and in any event no later than 14 working days after the booking is terminated.

3.4 Minimum traveler numbers. With experiences linked to a minimum traveler number the host may cancel the experience if the number of people who have booked the activity is fewer than the minimum number required for the trip, this must be clearly stated in the experience outline. In that event a full refund will be issued. In any event this should be no later than:

- 7 days in expeditions lasting between 2-6 days



- 48 hours for experiences lasting less than 2 days

3.5 Unavoidable and Extraordinary circumstances. Hosts also have the right to cancel the booking without paying a termination fee if unavoidable and extraordinary circumstances occur at the place of destination or its immediate vicinity which significantly affect the performance of the experience. See more in [Extenuating Circumstances Policy](#).

4. Your Responsibilities.

It is your responsibility to ensure that your own acts and omissions are as safe as possible and that anyone to whom you provide access to any Experience or expedition does the same. (i) You must follow all host recommendations with regard to security and health and safety, for example. (ii) it is your responsibility to ensure that all dietary requirements, allergies, health conditions, and physical abilities are communicated clearly to your host. (iii) it is your responsibility to tell your host about any barriers you may have, such as phobias, and conditions that may need to be addressed. (iv) The actions you take must always be in accordance with ethics, respect for others, and compliance with applicable law. (v) you must adhere to all the rules and regulations regarding wildlife, flora, and cultural heritage. (i) If you are booking an additional guest who is under 18, or if you bring a minor to a Host Service, you should be legally able to act on behalf of the minor, and you should be able to supervise that person.



Host Terms

5. Hosting on Aldea.

5.1 Host. Hosts can share Expeditions, Experiences, or other Host Services via the ALDEA Platform to earn money as well as share the ALDEA Platform with other Hosts. There are no limits to the services you can offer, but you must serve as the primary host. The process of creating a Listing is simple, and you control how each Listing is priced, available, and governed. These terms and [Our Experiences & Expeditions requirements](#) are very important for hosts to fully understand their rights and obligations.

5.2 Contracting with Guests. By accepting a booking request on the ALDEA Platform, or receiving a booking confirmation, you are entering into a contract directly with the Guest, and are responsible for providing the Host Service in accordance with the terms specified in the Listing. Whenever you make a booking, you also agree to pay ALDEA's service fee (and applicable taxes). ALDEA Payments will deduct any amounts owed from your payout unless we and you agree otherwise. Any terms or conditions that you include in any supplement contract with Guests must: (i) be consistent with these Terms, and the information provided in your Listing, and (ii) be prominently disclosed in your Listing description.

5.3 Independence of Hosts. As an independent individual or entity, you have no relationship with ALDEA - except as a payment collection agent as described in the [Payments Terms](#) - and are not an employee, agent, joint venturer, or partner of ALDEA. You understand that ALDEA does not direct or control your Host Service and that you are free to decide whether and when to provide Host Services, and at what price and under what terms. Due to ALDEA's high standards for service, ALDEA reserves the right to cancel your account if it performs poorly in customer reviews.

6. Managing Your Listing.



6.2 Know Your Legal Obligations. It is your responsibility to understand and comply with any laws, rules, regulations, and contracts with third parties that apply to your Listing or Host Services. As an example: Some countries require you to have a certification and professional Tour Guide Card. Some countries require that you make a Tourism Registration Number. Depending on where you live, hosting services may be prohibited entirely. Registration of Guests may be a requirement in some jurisdictions. Find out what rules apply to the Host Services you plan to offer by consulting your local rules. It is your responsibility to ensure that local laws, regulations, and rules pertaining to your activity. The information about legal obligations we provide is for informational purposes only, and you must independently verify your obligations. In accordance with applicable privacy laws and these Terms, including our [Privacy Standards](#), you are responsible for how you handle and use personal information about Guests and others. You should always seek legal counsel if you have questions about how local laws apply.

6.1 Creating and Managing Your Listing. Through the ALDEA Platform, you are able to set up and manage a Listing in a simple and straightforward manner. Your Listing must include complete and accurate information about your Host Service, your price, and other charges including transportation, entrance fees to attractions, food, and any other offline fees. It must also contain any rules or requirements that apply to your Guests and Listing. You are responsible for ensuring that all Listing information (such as calendar availability) and content (such as photos) are up-to-date and accurate at all times. In order to protect your Host Services, you also need to purchase appropriate insurance for the duration of the activity and a review of coverage details and exclusions of the policy.

6.1.1. As part of listing an Experience, you must fully inform Guests of (i) any risks associated with the Experience, (ii) any requirements for participation, such as the minimum age, related skills, and fitness level, and (iii) anything else they may need to know to safely participate in the Experience. Whether an Experience will be published on the ALDEA Travel Platform is at ALDEA's sole discretion.



6.1.2. Hosting Guests. Your Experience will be published on the ALDEA Travel Platform once you have added dates and times to offer it. When you make a date of your Experience available on the ALDEA Platform, you agree that only people who book through ALDEA will be able to attend that instance. As a result, you agree to not allow anyone to attend any instance of your Experience available on the ALDEA Platform unless they booked through ALDEA (or were added as additional guests for a spot booked through ALDEA).

6.1.3. The equipment. To host your Experience, you are responsible for providing all the equipment, including supplies, vehicles, venues, and other materials (the "Equipment"). The equipment used during your Experience must be in good working order and comply with all laws pertaining to safety, equipment, inspection, and operational capability. Unless otherwise required by law, you assume all risks associated with your Equipment.

6.3 Search Ranking. Search results for Listings on the ALDEA Platform are ranked based on a variety of factors, including these main parameters:

- A guest search parameter and filters applied (such as the number of guests, the length and time of the trip, and the price range) can be used.
- The characteristics of the Listing (e.g. the price, the calendar availability, the number of images, the type of host service, the host status, the age of the Listing, the guest popularity, etc.),
- Experience of the guest during booking (i.e. the host's service and cancellation history, the ease of booking),
- The preferences of the Guest (e.g. previous trips, saved Listings, the location from which the Guest is searching).

Search results may appear differently on your mobile than on our website. The ALDEA platform does not receive any extra fees to promote individual listings.



6.4 Your Responsibilities. If you permit others to participate in the provision of your Host Services, you are also responsible for their acts and omissions. It is your responsibility to set your price and define the terms of your listing. The fees and charges you wish to collect must be described in your Listing description and you may not collect additional fees or charges outside the ALDEA Platform unless expressly authorized by us. Please do not encourage guests to create accounts with third parties, submit reviews, provide contact information, or take other actions outside the ALDEA Platform.

6.5 Hosting as a Team or Organization. A co-host or host who is a part of a team, business, or other organization is responsible and liable as a Host under these Terms. Whenever you accept terms or enter into contracts, you represent and warrant that you are authorized to enter into contracts on behalf of and bind your team, business, or other organization. Each entity you use is in good standing under the laws of the location where it is located. In the event that you perform other functions, you represent and warrant that you have the authority to do so. When you instruct ALDEA to transfer a portion of your payout to a co-host or to another Host or to send payments to another individual, you must be authorized to do so, and you are responsible and liable for any payout information you provide.



7. Taxes

7.1 Host Taxes. In your capacity as a Host, it is your responsibility to determine and fulfill your legal and ethical obligations to report, collect, remit, or include in your price any applicable VAT, occupancy taxes, tourist, income, or other taxes (" Taxes").

7.2 Tax Information. Depending on your jurisdiction, Tax regulations may require us to collect and/or report Tax information about you or withhold Taxes from your payouts. Until we receive documentation that fully supports our obligation to withhold Taxes from payouts to you, we may withhold payouts up to the amount required by law. In order to facilitate accurate tax reporting by our Guests and their organizations, ALDEA may issue on your behalf invoices or similar documentation for VAT, GST, consumption taxes, and other taxes.

[Fund-Me Terms of Service](#)

General Terms

8. Reviews

We will provide guests with the opportunity to review their experience or expedition after each Host Service. Review content must be accurate and may not be discriminatory, offensive, defamatory. Review content is neither manipulated nor checked for accuracy by ALDEA, so it is possible for reviews to be inaccurate or misleading.

9. Content

The ALDEA Platform offers features that let you submit feedback, text, photos, audio, video, information, and other content ("Content"). By providing Content, in whatever form and through whatever means, you grant ALDEA a non-exclusive, worldwide, royalty-free, sub-licensable, and transferable license, for the term of the protection of the rights so licensed, to access, use, store, copy, modify, prepare derivative works of, distribute, publish, transmit, stream, broadcast, and otherwise exploit in any manner such Content to provide and/or promote the ALDEA Platform, in



any media or platform, known or unknown to date and in particular on the Internet and social networks.

We will only use personal information in Content that complies with applicable data protection laws, as outlined in our [Privacy Policy](#). ALDEA may own content where it pays for its creation or facilitates it, which will be disclosed in supplemental terms or disclosures.

Content provided by you is solely your responsibility, and you warrant that you own it or have the authority to grant ALDEA the rights described herein. In the event that any of your Content violates or infringes upon the intellectual property or privacy rights of a third party, you are responsible and liable. We require that all content adheres to our content and [Nondiscrimination Policy](#), which prohibit, among other things, discriminatory, obscene, harassing, deceptive, violent, and illegal content. By submitting your Content, you agree that ALDEA is able to provide services and automated tools for translation and that such translations may occur using those services and tools. It is the Members' responsibility to confirm the accuracy and quality of translations. ALDEA does not guarantee accuracy or quality of translations.

11. Fees.

The ALDEA Platform is available to Hosts and Guests for a fee (plus applicable taxes). Hosts are informed of any applicable fees before publishing a listing, and guests are informed before booking. On our [Service Fees](#) page, you can learn more about when and how service fees apply. The ALDEA Platform does not provide refunds of service fees except as otherwise provided.

12. Aldea Platform Rules.

12.1 Rules. It is your responsibility to follow these rules and you must not encourage the breaking or circumventing of these rules by others.

- Respect others and act with integrity
 - Never lie, misrepresent something or someone, or pose as someone else.
 - When communicating or interacting with others, be polite and respectful.
 - Do not use discrimination or harassment against others and abide by our [nondiscrimination policy](#).
- ALDEA Platform should not be scraped, hacked, reverse engineered, compromised or harmed



- You may not use bots, crawlers, scrapers or other automated methods of interacting with the ALDEA Platform or obtaining data or other content from it.
- It is forbidden to hack, circumvent, remove, impair, or otherwise attempt to circumvent any security or technological measure used to protect the ALDEA Travel platform and content.
- You are not allowed to decipher, decompile, disassemble, or reverse engineer any piece of ALDEA Platform software or hardware.
- Take no action that could compromise the ALDEA Platform's performance or proper functioning.
- Please only use the ALDEA Platform in accordance with these Terms or other agreements with us
 - As outlined in these Terms, you may only use another Member's personal information as necessary to facilitate a transaction using the Platform.
 - Don't send commercial messages using ALDEA Platform, our messaging tools, or Members' personal information without their consent.
 - The Content made available through the ALDEA Platform may only be used to enable you to use the ALDEA Platform as a Guest or Host.
 - Content should not be used unless you have permission from its owner or we have authorized the use in these Terms or another agreement with you.
 - Don't make, accept or request a booking or any payment outside of the ALDEA Platform in order to avoid paying fees or taxes.
 - In no case should guests be required or encouraged to use a third-party website, application, or service prior to, during, or after a reservation unless ALDEA has approved the use of those services.
 - We will not tolerate any form of manipulation of our search algorithm.
 - Hosting services should not be booked unless you intend to use them.
 - You may not use, copy, display, mirror, or frame the ALDEA Platform, any Content, or any ALDEA branding without our consent.
- Honor your legal obligations
 - Ensure that you know and follow all applicable laws, including those relating to privacy, data security, and export laws.



- You must: (i) comply with applicable law when providing us with someone else's personal information, (ii) be authorized to provide it, and (iii) explicitly authorize us to use the information as described in our [Privacy Policy](#).
- Our Terms and or [Experiences standards and requirements](#), should be read and followed.
- ALDEA or third parties' names, logos, branding, or trademarks may not be used without permission.
- Do not use or register domain names, social media handles, trade names, trademarks, branding, logos, or other source identifiers which may be confused with ALDEA branding.
- Ensure that your Host Services do not violate laws or agreements that apply to you or the [Experiences standards and requirements](#).
- Do not participate in or facilitate any forms of human trafficking and child abuse, and do not offer or solicit prostitution.

12.2 Reporting Violations. In the event that you think a Member, Listing, or Content may cause a person or property harm, you should contact your local authorities before contacting ALDEA. Furthermore, if you are concerned about a Member, Listing, or Content that has broken our [Experiences standards and requirements](#), you can contact ALDEA. ALDEA may request copies of reports you submitted to local authorities. We are not obligated to act on any report, except as required by law.

12.3 Copyright Notifications. If you believe that the Content on the ALDEA Platform is infringing copyrights, please notify us.



13. Termination, Suspension and other Measures.

13.1 Term. Unless terminated by you or ALDEA in accordance with these Terms, the agreement between you and ALDEA remains in effect.

13.2 Termination. By sending us an email or deleting your account, you may terminate this agreement at any time. In the event ALDEA terminates this agreement, it will notify you by email or using any other contact information you provided on your account within 30 days of termination. ALDEA may also terminate this agreement immediately and without prior notice and stop providing access to the ALDEA Platform if (i) you materially breach these Terms, [Experiences standards and requirements](#), our any of our policies, (ii) you violate applicable laws, or (iii) such action is necessary to protect the personal safety or property of ALDEA, its Members, or third parties (for example, if a Member committed fraud), or (iv) your account has been inactive for more than two years.

13.3 Member Violations. If you breach this Agreement (ii) If ALDEA becomes aware of or has received complaints about your performance or conduct (iii) you violate applicable laws, regulations, or infringements of third-party rights, (iii) you cancel or fail to respond to booked bookings repeatedly without a valid reason, or (iv) such action is necessary to protect the personal safety or property of ALDEA, its Members, or third parties, ALDEA may take one or more of the following actions:

- Your ALDEA Platform account or access to it may be restricted;
- Content, Listings, or Reviews may be suspended or removed;
- Bookings that are pending or confirmed can be canceled;
- Your account can be suspended or revoked if any special status is associated with it.

When ALDEA identifies non-material violations or where otherwise appropriate, you will be informed of any intended measure and have an opportunity to resolve the issue, unless such notification would (i) prevent or impede the detection or prevention of fraud or other illegal activities, (ii) harm the legitimate interests of other Members or third parties, or (iii) violate the law.



13.4 Legal Mandates. In addition to the measures described above, ALDEA may take such actions as it deems necessary to comply with applicable laws or an order or request from a court, law enforcement, or other legal authority or government body.

13.5 Effect of Termination. Any confirmed booking(s) will be automatically canceled and your Guests will receive a full refund if you terminate your ALDEA account. As a Guest, any confirmed reservations will be canceled automatically, and any refund will be determined by the cancellation policy of the Listing. The termination of this agreement does not entitle you to a restoration of your account or any of your Content. You may not register a new account or access or use the ALDEA Platform through another Member's account if your access to or use of the ALDEA Platform has been restricted, your ALDEA account suspended, or this agreement terminated by us.

13.6 Appeal. If ALDEA takes any of the measures detailed in this Section 13, you can appeal the decision by contacting our customer service department.

14. Modification of these Terms. The ALDEA Platform will display the updated Terms whenever we make changes to these Terms. The "Last Updated" date will also be updated. At least thirty (30) days before the proposed changes take effect, we will notify you by email. You will need to explicitly accept the revised Terms if the proposed changes are material. Upon receiving such notice, you will also be informed of the timeframe in which you will be able to reject the proposed changes and your right to terminate the Agreement at any time before the effective date of the proposed changes as outlined in these Terms. You agree that if (i) non-material changes to these Terms are made that do not impact its essential provisions, in particular those defining the nature and scope of ALDEA's services, or (ii) changes are required by law, a legally binding court decision, or a binding order by a competent authority, your continued use of the ALDEA Platform after the effective date of the proposed changes will constitute your acceptance of the revised Terms.



15. Resolving Complaints. In connection with Member complaints, insurance claims, or other claims related to the provision or use of Host Services, you agree to cooperate in good faith, provide all information ALDEA requests, execute documents, and take any other reasonable actions necessary. A decision made by ALDEA may be appealed by contacting our customer service department. ALDEA's decisions on a Customer Complaint do not alter your contractual or statutory rights. Legal action remains your right in a court of law.



16. The role of ALDEA. We provide you with access to a platform where Members can advertise, offer, search for, and book Host Services. Bookings are a contract between Members. Members enter into a contract directly with each other. ALDEA Travel is not and does not become a party to or another participant in any contractual relationship between Members. Unless otherwise provided in the [Payments Terms](#), ALDEA Travel is not acting as an agent for any Member.

Our goal is to provide our Members with great experiences using ALDEA Travel. However, we are unable to control the actions or behavior of Guests or Hosts and do not guarantee either (i) the existence, quality, safety, suitability, or legality of any Listings or Host Services or (ii) the truth or accuracy of any Listing descriptions, Reviews, or other Content provided by Members. ALDEA is under no general obligation to monitor the use of the ALDEA Platform and verify the information provided by our Members, but ALDEA reserves the right to review, disable access to, remove, or edit Content for the following purposes: (i) operating, securing, and improving the ALDEA Platform (including fraud prevention, risk assessment, investigation, and customer support); (ii) ensuring Members' compliance with these Terms; (iii) complying with applicable law, or with an order or requirement from a court, law enforcement agency, or other government agency; (iv) reviewing and removing any harmful or objectionable Member Content; (v) taking the actions outlined in these Terms; and (vi) maintaining and enforcing all quality or eligibility criteria, including removing Listings that fail to meet those standards. Whenever we disable or remove Content, we will notify Members in advance and provide reasons for such a decision, unless such notification would (i) prevent the detection or prevention of fraud or other illegal activity, (ii) harm the legitimate interests of other Members or third parties, or (iii) violate applicable laws. By contacting our customer service department, you may appeal such a decision. With regard to any investigation undertaken by ALDEA regarding the use or abuse of the ALDEA Platform, members agree to cooperate with ALDEA and assist ALDEA in good faith and provide ALDEA with any information and take any action that ALDEA may reasonably request.



17. Accounts for members. Accessing and using many of the features of the ALDEA Platform requires an account. Individuals and legal entities over the age of 18 may register as legal entities, partnerships, and natural persons. It is your responsibility to ensure that you are not barred from using the ALDEA Platform under the laws of the United Kingdom or your place of residence, or any other applicable jurisdiction. In addition to providing accurate, current, and complete information during registration, you must keep your account information up-to-date. It is not permitted to register more than one account or to transfer your account to someone else. The security and confidentiality of your account credentials are your responsibility, and they may not be disclosed to a third party. If you suspect that your credentials have been lost, stolen, or otherwise compromised, you must notify ALDEA immediately. Unless such activities are not authorized by you and you are not otherwise negligent (such as failing to report the unauthorized use or loss of your credentials), you are responsible for activities conducted through your ALDEA Account. As permitted by applicable law, we may, but are not obligated to, (i) request identification or other information from you, (ii) conduct checks to verify your identity or background, (iii) screen your information against third-party databases or other sources and obtain reports from service providers, and (iv) obtain information from public records of criminal convictions or sex offender registrations or their local equivalents.

18. Disclaimer. There is no endorsement or guarantee by us of any Guest, Host, Host Service, Listing, or third party, nor do we warrant that verification, identity, or background checks we conduct on Members (if any) will identify past misconduct or prevent future misconduct. Members referred to as "verified" (or similar language) have only completed a relevant verification or identification process and nothing else. ALDEA is not responsible for outages or disruptions in the Internet and telecommunications infrastructure that are beyond our control and may result in interruptions in the ALDEA Platform's availability. ALDEA may, temporarily and in consideration of the Members' legitimate interests (e.g. by offering prior notice), limit the availability of the ALDEA Platform or certain features thereof, if this is necessary in view of capacity limits, the security, and integrity of our servers, or to conduct maintenance measures that ensure the proper or improved functioning of the ALDEA Platform.



19. Liability. Under statutory provisions, ALDEA, our legal representatives, directors, or other vicarious agents are liable for intent and gross negligence. The same is true for the assumption of guarantees or any other strict liability as well as for culpable harm to life, limb, or health. For any negligent breaches of essential contractual obligations by us, our legal representatives, directors, or other vicarious agents ALDEA's liability is limited to the typically occurring foreseeable damages. ALDEA's essential contractual obligations are those obligations in whose proper fulfillment you trust regularly and must trust for the proper execution of the contract. Any additional liability of ALDEA is excluded.

20. Indemnification. To the maximum extent permitted by applicable law, you agree to release, defend (at ALDEA's option), indemnify, and hold ALDEA (including ALDEA Payments, other affiliates, and their personnel) harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with: (i) any breach by you of these Terms (including any supplemental or additional terms applicable to a particular product or service) or Additional Legal Terms, Policies, or Standards, (ii) inappropriate use of the ALDEA Platform, (iii) your interaction with any Member, participation in an Experience or other Host Service, including without limitation any injuries, losses or damages (whether compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of such interaction, stay, participation or use, (iv) failure on your part, or ours at your direction, to accurately report, collect, or remit Taxes, or (v) your breach of any laws, regulations or third party rights such as intellectual property or privacy rights. The indemnification obligation only applies if and to the extent that the claims, liabilities, damages, losses, and expenses have been adequately caused by your culpable breach of a contractual obligation.

21. Applicable law and Jurisdiction. The Terms are governed and construed by the laws of the United Kingdom. Irrespective of the choice of British law, if you are acting as a consumer in a country where mandatory consumer protection laws are more beneficial to you, such laws shall apply to British law. As a consumer, you may bring any judicial proceedings relating to these Terms before the competent court of your place of residence or the competent court of ALDEA's place of business in England. If ALDEA wishes to enforce any of its rights against you as a consumer, we may do so only in the courts of the jurisdiction in which you are a resident. If you are acting as a business, you agree to submit to the exclusive jurisdiction of the British courts.



23. Miscellaneous.

23.1 Other Terms Incorporated by Reference. Any supplementary policies included in these Terms apply to your use of the ALDEA Platform, are incorporated by reference into your agreement with ALDEA and are considered part of that agreement.

23.2 Interpreting these Terms. These Terms govern your access to and use of the ALDEA Platform and preempt any prior understandings or agreements between ALDEA and you, except to the extent that they are supplemented by other terms, conditions, policies, guidelines, or in-product disclosures. It is not intended that these Terms will confer any rights or remedies upon anyone other than you and ALDEA. If any provision of these Terms is found to be invalid or unenforceable, except as otherwise indicated in Section 24.11 below, then that provision will be omitted and will not affect the validity and enforceability of the remaining provisions.

23.3 No Waiver. Unless ALDEA acknowledges and agrees in writing, ALDEA's failure to enforce any right or provision in these Terms will not constitute a waiver of such right or provision. Unless otherwise expressly stated in these Terms, the exercise by either party of any remedy under these Terms will not be prejudicial to its other remedies under these Terms or otherwise permitted by law.

23.4 Assignment. Without ALDEA's prior written consent, you may not assign, transfer or delegate this agreement or your rights and obligations hereunder. ALDEA may, at its sole discretion, assign, transfer, or delegate this Agreement and any rights or obligations hereunder, with 30 days' notice. Section 13.2 of this agreement still allows you to terminate this agreement at any time.

23.6 Third-Party Services. You may find links on the ALDEA Platform to third-party websites, applications, services, or resources ("Third-Party Services") that are governed by different terms and privacy policies. Linking to Third-Party Services by ALDEA does not constitute an endorsement of such Third-Party Services by ALDEA.



23.7 Google Terms. The ALDEA Platform uses Google Translate for some translations. Any and all warranties related to the translations, whether express or implied, are disclaimed by Google, including any warranties of accuracy, reliability, merchantability, fitness for a particular purpose, and non-infringement. The ALDEA Platform implements Google Maps/Earth mapping services, including Google Maps API(s). Your use of Google Maps/Earth is subject to the [Google Maps/Google Earth Additional Terms of Service](#).

23.8 The ALDEA Platform Content. The ALDEA Platform may contain content that is protected by copyright, trademark, and/or other laws of the United Kingdom and other countries. You acknowledge that all intellectual property rights for that content are owned by ALDEA and/or its licensors and agree not to remove, alter, or obscure any copyright, trademark, service mark, or other proprietary rights notice. Content accessed through the ALDEA Platform may not be used, copied, adapted, modified, distributed, licenced, sold, transferred, publicly displayed, publicly performed, transmitted, broadcast, or otherwise exploited except to the extent you are the legal owner of that Content or as expressly permitted in these Terms. You are granted a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to download and use the ALDEA Application on your individual device(s); and to access and view the Content managed by ALDEA and made available to you through the ALDEA Platform, solely for your own personal, non-commercial use.

23.09 Force Majeure. ALDEA will not be responsible for any delay or failure to perform as a result of any cause beyond its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, epidemics or diseases, strikes or shortages of transportation facilities, fuel, energy, labor or materials.



23.10 Emails. We will communicate with you via the email address or other contact information you provide for your ALDEA account. Additionally, you can expect to receive email subscriptions specific to the programs you have subscribed to, but the frequency of these administrative emails will not change. Additionally, you may receive emails from us that are promotional in nature. Although there is no fee for these promotional emails, third-party data rates could apply. Your account settings allow you to control whether you receive promotional emails. In the event that you disable certain communication settings or do not have an ALDEA Account, you will not be able to take advantage of certain promotions.

23.11 Contact Us. Feel free to send us an email with any questions that may arise regarding these Terms.

23.12 This Agreement is personal to you and may not be assigned.

23.13 If you breach these Terms and we decide to take no action or are delayed in taking action, no such failure to take action or delay shall limit our rights to take action and enforce our rights and remedies for that or any other breach.

23.14 We agree to comply with our obligations under all applicable laws and regulations relating to the data protection and privacy as may be applicable from time to time, which at the date of these terms means the Data Protection Act 2018 and the GDPR (EU General Data Protection Regulation 2016/679) and any successor legislation (“Data Protection Legislation”). For further details on how we comply with the Data Protection Legislation please refer to our [Privacy Policy](#).

23.15 Each of the parties warrants its power to enter into this agreement and has obtained all necessary approvals to do so.

23.16 Each party acknowledges that this agreement (as varied) and the conditions contain the whole agreement between the parties and that it has not relied upon any oral or written representations made to it by the other or its employees or agents and has made its own independent investigations into all matters relevant to it.

23.17 The parties agree that these terms are fair and reasonable in all the circumstances. However, if any provision of these terms is held not to be valid by a court of competent jurisdiction but would be valid if part of the wording were deleted, then such provision shall apply with such deletions as may be necessary to make it valid. If any of the provisions in these terms are held not to be valid the remaining provisions of these terms shall remain in full force and effect.



23.18 This agreement shall be governed by English law in every particular including formation and interpretation and shall be deemed to have been made in England.

23.19 Any proceedings arising out of or in connection with this agreement may be brought in any court of competent jurisdiction in England or Wales.

Additional Terms of Service for Business Users

25. Business Users. If you fully meet the definition of a 'business user' detailed in Article 2 (1) of Regulation (EU) 2019/1150 on promoting fairness and transparency for business users of online intermediation services ("Platform to Business Regulation"), then you shall be deemed to be a "Business User" for the purposes of these Terms.), and (i) you have notified ALDEA that you are a Business User by adding your business details to your ALDEA account. Maintaining accurate and current business information is your responsibility.



26. Termination, Suspension and other Measures. The complaint-handling process outlined in Section 27 will allow you to clarify the facts and circumstances leading to any of the measures outlined in Sections 13.2 and 13.3.

27. Complaints Handling and Mediation. It is our goal to handle complaints in an open and transparent manner and to treat all Business Users fairly. Find out what you can expect from our internal complaint-handling system when you make a complaint in relation to issues covered by Article 11 (1) of the Platform to Business Regulation. The document also outlines the details of the mediation service in the event that such a complaint is not resolved.

28. Access to Data. In their ALDEA account and host dashboard, Business Users will find personal and other data provided by them, their Guests, or generated through the use of the ALDEA Platform and that is necessary for the performance of their Host Services as well as aggregated information about searches, bookings and listing performance. Our [Privacy Policy](#) describes the types of personal data and other data we collect, how we use, process, disclose and retain it, as well as how you can access and exercise your data rights.

29. Additional Distribution Channels. Among the affiliate programs ALDEA operates is one through which Listings may be featured on third-party websites, such as those of online travel sites, media outlets, loyalty programs, and search aggregators. There may also be listings in advertisements for ALDEA published on a third-party website from time to time.

Contracting Entities

YOUR ACTIVITY ON THE ALDEA PLATFORM:		ALDEA CONTRACTING ENTITY, AND CONTACT INFORMATION:
Booking or offering experiences or expeditions, where ALDEA Travel, Ltd		ALDEA, LTD 85 Great Portland Street, W1W 7LT, London

