

TERMS AND CONDITIONS

Welcome to Colca Mission Trips. By using this website ("Site"), you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our Privacy Policy govern the relationship between you and Colca Mission Trips LLC., provider of the Site. The terms "Provider" or "us" or "we" refer to the owner of the Site, Colca Mission Trips LLC., whose office can be reached by emailing at "info@colcamissiontrips.com". The term "you" refers to the user or viewer of our Site.

The use of the Site is subject to the following terms of use:

1. The content of the pages of the Site and features available on the Site is for your general information and use only. It is subject to change without notice.
2. Your use of any information or materials on the Provider Site is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this Site meet your specific requirements.
3. Additionally, by accessing and using our Site, you agree to be bound by the terms found in our Privacy Policy which can be accessed under the tabs "Home" and "Contact Us" in our website.
4. The trademarks, logos and service marks ("Marks") displayed on the Site are the property of Provider and other parties. You are prohibited from using any Marks for any purpose including, but not limited to use as metatags on other pages or Sites on the World Wide Web without the written permission of Provider or such third party which may own the Marks. All information and content located on the Site is protected by copyright. You are prohibited from modifying, copying, distributing, transmitting, displaying, publishing, selling, licensing, creating derivative works or using any Content available on or through the Site for commercial or public purposes. Unauthorized use of the Provider Site may give rise to a claim for damages and/or be a criminal offense.
5. If you decide to cancel your trip up to 30 days prior to the departure date of the trip, we will gladly refund 50% of your purchase. To request a refund, please send an email through the "contact us form" on the Site before 30 days of the trip's date of departure. We'll notify you via e-mail of your refund once we've received and processed your request. You can expect a refund in the same form of payment originally used for purchase within 7 to 14 business days. We currently DO NOT provide any type of refund for purchases made in this website, when the cancellation is made within 30 days of the trip's departure date, that is our policy.
6. This Site provides links to other Sites by allowing you to leave this Site to access third-party material or by bringing third-party material into this Site via "inverse" hyperlinks and framing technology (a "Linked Site"). Provider has no discretion to alter, update, or control the content on a linked Site. The fact that Provider has provided a link to a Site is not an endorsement, authorization, sponsorship, or affiliation with respect to such Site, its owners, or its providers. There are inherent risks in relying upon, using or retrieving any information found on the internet, and Provider urges you to make sure you understand these risks before relying upon, using, or retrieving any such information on a linked Site.

7. All content, products and services on the Site, or obtained from a Site to which the Site is linked (a “linked Site”) are provided to you “AS IS” without warranty of any kind either express or implied including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose, title, non-infringement, security or accuracy.
8. Provider does not endorse and is not responsible for (a) the accuracy or reliability of an opinion, advice or statement made through the Site by any party other than Provider, (b) any content provided on linked Sites or (c) the capabilities or reliability of any product or service obtained from a linked Site. Other than as required under applicable consumer protection law, under no circumstance will Provider be liable for any loss or damage caused by your reliance on information obtained through the Site or a linked Site, or your reliance on any product or service obtained from a linked Site. It is your responsibility to evaluate the accuracy, completeness or usefulness of any opinion, advice or other content available through the Site, or obtained from a linked Site. Please seek the advice of professionals, as appropriate, regarding the evaluation of any specific opinion, advice, product, service, or other content.
9. The information, software, products and descriptions of services published on the Site or a linked Site may include inaccuracies or typographical errors, and Provider specifically disclaims any liability for such inaccuracies or errors. Provider does not warrant or represent that the content on the Site is complete or up-to-date. Provider is under no obligation to update the content on the Site. Provider may change the content on the Site at any time without notice. Provider may make improvements or changes to the Site at any time.
10. You agree that Provider, Its affiliates and any of their respective officers, directors, employees, or agents will not be liable, whether in contract, tort, strict liability or otherwise, for any indirect, punitive, special, consequential, incidental or indirect damages (including without limitation lost profits, cost of procuring substitute service or lost opportunity) arising out of or in connection with the delay or inability to use the Site or a linked Site, or with the delay or inability to use the Site or a lined Site, even if Provider is made aware of the possibility of such damages. This limitation on liability includes, but is not limited to, the transmission of any viruses which may infect your equipment, failure of mechanical or electronic equipment or communication lines, telephone or interconnect problems (e.g., you cannot access your internet service provider), unauthorized access, theft, operator errors, strikes or other labor problems or any force majeure. Provider cannot and does not guarantee continuous, uninterrupted or secure access to the Site.
11. This Site (excluding any Linked Sites) is controlled by us from our offices within the State of Texas, United States of America. It can be accessed from all 50 states, as well as from other countries around the world. As each of these places has laws that may differ from those of Texas, by accessing this Site both of us agree that the statutes and laws of the State of Texas, without regard to the conflicts of laws principles thereof and the United Nations Convention on the International Sales of Goods, will apply to all matters relating to the use of this Site and the purchase of products and services available through this Site.
12. Colca Mission Trips LLC. respects the intellectual property of others and Colca Mission Trips LLC. ask you to do the same. If you or any user of this Site believes its copyright, trademark, or other property rights have been infringed by a posting on this Site, you or the

user should send notification to our Designated Agent (as identified below) immediately. To be effective, the notification must include:

- (a) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- (b) Identification of the copyrighted work claimed to have been infringed;
- (c) Information reasonably sufficient to permit us to contact the complaining party, such as address, telephone number and, if available, an electronic mail address at which the complaining party may be contacted;
- (d) Identification of the material that is claimed to be infringing, or to be subject to infringing activity, and that is to be removed and information reasonably sufficient to permit us to locate the materials;
- (e) A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, agent, or the law; and
- (f) A statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly being infringed.

Pursuant to the Digital Millennium Copyright Act, 17 U.S.C. Sec. 512(c), our Designated Agent for Notice of claims of copyright infringement can be reached as indicated below. Service of repeat infringers of copyright or of users about whom repeat claims of copyright infringement are received will be terminated.

Rogger Vizcarra (rvizcarra@colcamissiontrips.com)

You acknowledge and agree that upon receipt of a notice of a claim of copyright infringement, Colca Mission Trips LLC. may immediately remove the identified materials from our Site without liability to you or any other party and that the claims of the complaining party and the party that originally posted the materials will be referred to the United States Copyright Office for adjudication as provided in the Digital Millennium Copyright Act.

13. Your use of the Provider Site and any dispute arising out of such use of the Site is subject to the laws of the State of Texas, United States of America and applicable federal law without regard to conflicts of laws principles.