

Terms and Conditions

Please note that the terms and conditions and various policies on this page pertain to the Tanzaniatrail website

[Website terms and conditions](#) | [Privacy policy](#) | [Cookie policy](#) | [Standard booking conditions](#)

Website terms and conditions

1. TERMS

By accessing and using the website at tanzaniatrail.com, you are agreeing to be bound by these terms of service, all applicable laws and regulations, and agree that you are responsible for compliance with any applicable local laws. If you do not agree with any of these terms, you are prohibited from using or accessing this site.

The materials contained in this website are protected by applicable copyright and trademark law.

Tanzaniatrail.com is a website operated by Tanzaniatrail ("we", "our" or "us"). We are registered in Tanzania under the name TanzaniatrailAdventures LTD with the registration number 146587313 and have our registered office at Arusha, Tanzaniatrail Adventure LTD at P.O. BOX 10174, Tanzania.

The following policies also apply to your use of this site:

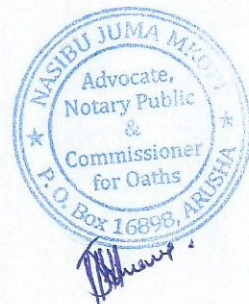
- a) our [Privacy Policy](#) which set out the terms on which we process any data we collect from you, or that you provide to us. By using our site, you consent to such processing, and you warrant that all data provided by you is accurate;
- b) our [Cookie Policy](#), which sets out the terms on which we will use cookies collected from your use of our site. You consent to such cookie processing and use by us.

2. USE LICENSE

a) You are hereby granted a worldwide, irrevocable, perpetual, non-exclusive, royalty-free licence to temporarily download one copy of the materials (information or software) on Tanzaniatrail's website for personal, non-commercial transitory viewing only. This is the grant of a license, not a transfer of title, and under this license you may not:

- i) modify or copy the materials;
- ii) use the materials for any commercial purpose, or for any public display
- iii) attempt to decompile or reverse engineer any software contained on Tanzaniatrail's website;
- iv) remove any copyright or other proprietary notations from the materials;
- v) transfer the materials to another person or "mirror" the materials on any (commercial or non-commercial) or other server;

b) This license shall automatically terminate if you violate any of these restrictions and may be terminated by Tanzaniatrail at any time. Upon terminating your viewing of these materials or upon the termination of this license, you must destroy any downloaded materials in your possession whether in electronic or printed format.



3. DISCLAIMER

a) The materials on Tanzaniatrail's website are provided on an 'as is' basis. Tanzaniatrail makes no warranties, expressed or implied, and hereby disclaims and negates all other warranties including, without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights.

b) Further, Tanzaniatrail does not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the materials on its website or otherwise relating to such materials or on any sites linked to this site.

4. LIMITATIONS

a) In no event shall Tanzaniatrail or its suppliers be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption) arising out of the use or inability to use the materials on Tanzaniatrail's website, even if Tanzaniatrail or a Tanzaniatrail authorized representative has been notified orally or in writing of the possibility of such damage.

b) Because some jurisdictions do not allow limitations on implied warranties, or limitations of liability for consequential or incidental damages, these limitations may not apply to you.

c) Nothing in these terms of website use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by any applicable law.

5. ACCURACY OF MATERIALS

a) The materials appearing on Tanzaniatrail website could include technical, typographical, or photographic errors. Tanzaniatrail does not warrant that any of the materials on its website are accurate, complete, or current. Tanzaniatrail may make changes to the materials contained on its website at any time without notice. However, Tanzaniatrail does not make any commitment to update the materials.

6. LINKS

a) Tanzaniatrail has not reviewed all of the sites linked to its website and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement by Tanzaniatrail of the site. Use of any such linked website is at the user's own risk.

7. MODIFICATIONS

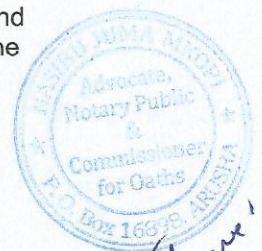
a) Tanzaniatrail may revise these terms of service for its website at any time without notice. By using this website you are agreeing to be bound by the then current version of these terms of service.

8. GOVERNING LAW

a) To the extent permitted by applicable law, these terms and conditions are governed by and construed in accordance with the laws of Arusha, Tanzania and you irrevocably submit to the exclusive jurisdiction of the courts in that State or location.

Tanzaniatrail Data Privacy Policy

This Data Privacy Policy explains our views and practices regarding the collection, processing, use, disclosure and transfer of your information by us (the Data Privacy Policy). By using, visiting, or browsing our site (use of our site including, amongst others, accessing our site and/or submitting



enquiries through our site), you accept and agree to this Data Privacy Policy, the website terms and conditions, our booking policy, and any other document referred to therein.

TanzaniatrailAdventures LTD ("we", "our" or "us") processes personal information (as defined below) in accordance with the Protection of Personal Information Act of 2013 (the POPI Act) and where applicable, the EU General Data Protection Regulation (the GDPR).

1. INFORMATION WE MAY COLLECT FROM YOU

We receive and store information, including personal information, about you and your use of our site. This information is gathered in a number of ways, as further set out below. In this Data Privacy Policy, the term "personal information" has the same meaning as the meaning given to it in the POPI Act, as amended from time to time, and means, *inter alia*, information that can be used to uniquely identify or contact you. Any other information (non-personal information) is information that does not permit direct association with you. We may collect, process, use, disclose and transfer non-personal information for any purpose. You can choose not to provide personal information that we may request of you, but, in general, most of the personal information we request is required in order to provide our services fully, and the lack of such personal information may prevent us from doing so. We may collect and process the following personal information about you:

1.1 information that you provide by filling in forms on or through our site, including any online enquiries. We may also ask you for information when you report a problem with our site or any services you have received from us;

1.2 details of your visits to and use of our site including, but not limited to, traffic data, location data, weblogs, service provider page viewing statistics and other communication data, whether this is required for our own billing purposes or otherwise and the resources that you access. For more information on this, see our cookie policy;

1.3 information related to you and your use of our site, including but not limited to: your online activity, contributions, payment history, correspondence, internet protocol addresses, device and software data (such as type, configuration and unique identifiers). For more information on this, see our cookie policy;

1.4 a record of correspondence if you contact us;

1.5 information obtained from surveys that we may ask you to voluntarily complete from time to time, which we use for research purposes;

1.6 information posted by you pursuant to reviews of our site and the services; and

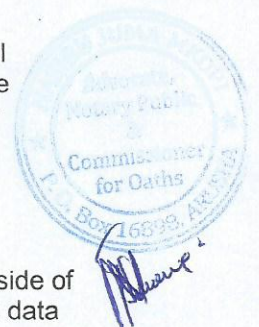
1.7 any other information that may be necessary: (i) to carry out actions for the conclusion or performance of a contract to which you are a party; (ii) to comply with an obligation imposed on us by law; (iii) to protect your legitimate interest; (iv) to pursue a legitimate interest of ours or of a third party to whom the information is supplied.

2. INTERNET PROTOCOL ADDRESSES

We may collect information about your device, including (where available) your internet protocol address, operating system and browser type, for system administration, and to report aggregate information to our advertisers and/or service providers. This is statistical information about your browsing actions and patterns, and you cannot be identified by this information.

3. WHERE WE STORE YOUR PERSONAL INFORMATION

The information that we collect from you may be transferred to, and stored at, a destination outside of the jurisdiction where it was collected. In the event such transfer includes a transfer of personal data from the European Union to a country which has not been designated as a country with an adequate



level of protection by the European Commission, we will take such measures as may be necessary to transfer the personal data in a lawful manner.

It may also be processed by staff members operating outside of the jurisdiction where it was collected who work for us or for one of our service providers (including but not limited to payment processors, cloud service or other it providers, and other companies that provide services to us). Such staff members may be engaged in, among other things, the provision of the service or the provision of maintenance and support services. By submitting your personal information, you agree to this transfer, storing or processing. We will take all steps reasonably necessary to ensure that your information is treated securely and in accordance with this Data Privacy Policy and in accordance with the terms of the POPI Act, as amended from time to time.

4. SECURITY

4.1 We take information security seriously and use reasonable and adequate administrative, technical, physical and managerial measures to protect your personal information from unauthorised access. For example, we utilise an industry-standard protocol for certain of your transmissions to us, in order to encrypt certain personal information that you send to us through the enquiry process.

4.2 Unfortunately, no security system can be guaranteed to be completely secure. Accordingly, although we will do our best to protect your personal information, we cannot guarantee the security of your information transmitted to or through our site or the services, and any transmission is at your own risk. By using our site or providing information to us through any means, you agree that we can communicate with you electronically regarding security, privacy, and administrative issues relating to your use of our site.

4.3 In order to provide you with ease of access to your account and to help administer our site and the services, we implement technology that enables us to recognize you as the account holder and provide you with direct access to your account without requiring you to retype any password or other username identification when you revisit our site and the services. You can choose not to take advantage of this feature on your computer or other device by unchecking the box "remember me" when you login on or through the application. To remove access to your account from your computer or other devices: (a) email our administrator at info@tanzaniatrail.com for deactivation (note, deactivation may not occur immediately) or (b) delete your settings from your computer or other device (steps vary by device and the option is not available on all devices). You are responsible for maintaining the confidentiality of your account access information and for restricting access to your computer or device through which you access your account. Where possible, users of public or shared devices should log out at the completion of each visit. If you sell or return a computer or other device, you should log-out and deactivate the device before doing so. If you do not maintain the security of your password or device, or fail to log out or deactivate your device, subsequent users may be able to access your account, including your personal information.

4.4 We will not be liable for any access to your personal information that is obtained by any third party through your failing to adequately restrict access to your device or your account.

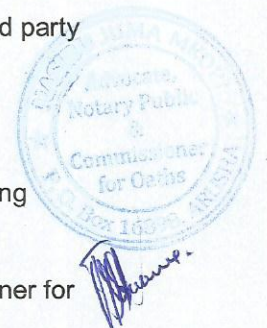
5. USES MADE OF THE INFORMATION

5.1 We use information and personal information held about you and other users for the following purposes:

5.1.1 to ensure that content on our site and the services is presented in the most effective manner for you, and for your computer or other device;

5.1.2 to communicate with you, including in respect of any enquiry or booking request you may submit to us;

5.1.3 to provide you, or allow our service providers to provide you, with information, products or services that you request from us or which we feel may interest you (such as newsletters, messages about new features, special offers, promotional announcements, consumer surveys and other



marketing concerning our site and the services we provide), where you have expressly consented to be contacted for such purposes;

5.1.4 to determine your general geographic location, to enforce the terms of this Data Privacy Policy and the website terms and conditions, and to personalise our site and the services we provide and our marketing to better reflect particular interests, helping us to quickly and efficiently respond to inquiries and requests and otherwise analyse, enhance, administer or promote the service offering for you and other users;

5.1.5 to carry out our obligations arising from any contracts entered into between you and us, if any, including the website terms and conditions;

5.1.6 to allow you to participate in interactive features of our site and the services we provide, when you choose to do so; and

5.1.7 to notify you about changes to our site and the services we provide, or to the website terms and conditions.

5.2 The processing of personal data for the purposes specified above will be conducted on a legal basis. These legal bases are, amongst others: consent, necessity for the performance of a contract or a legitimate interest. Legitimate interests may include: marketing, advertising, research and an analysis of our products and services.

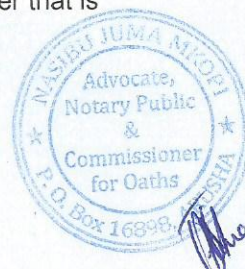
5.3 We do not disclose information about users to our advertisers (if any) but we may provide them with aggregate information or information in an otherwise anonymous form about our users (for example, we may inform them that 500 men aged under 30 have clicked on their advertisement and/or web page on any given day). We may also use such aggregate information to help advertisers reach the kind of audience they want to target (for example, individuals in a specific territory).

5.5 In addition, we may use other companies, agents or contractors to perform services on our behalf or to assist us with the provision of access to our site and the services to you.

We will only provide such third parties with your personal data for the purposes stated in this privacy statement, and only to the extent that is permitted under the applicable law and regulations. For example, we engage services providers to provide marketing, communications, infrastructure and it services, personalise and optimise our site and the services, provide customer service, collect debts, analyse and enhance data, including users' interaction with our service, and process consumer surveys. In the course of providing such services, these service providers may have access to your personal information. We do not authorise these service providers to use or disclose your personal information except in connection with providing the services we request of them. Our service providers are subject to substantially the same confidentiality and security measures in respect of any personal information as those contained in this Data Privacy Policy.

6. DISCLOSURE OF YOUR INFORMATION

We may disclose your personal information to a third party if We reasonably believe that access, use, preservation or disclosure of such information is reasonably necessary to: (a) satisfy any applicable law, regulation, legal process, or governmental request; (b) enforce applicable terms of use, including investigation of potential violations thereof; (c) detect, prevent, or otherwise address illegal or suspected illegal activities, security or technical issues; or (d) protect against harm to the rights, property or safety of us, our users or the public as required or permitted by law. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction. In connection with any reorganisation, restructuring, merger or sale, or other transferring of assets We reserve the right to transfer information, including personal information, provided that the receiving party agrees to respect your personal information in a manner that is consistent with our Data Privacy Policy.



7. YOUR RIGHTS

You have the right to ask us not to process your personal information for marketing purposes. We will usually inform you (before collecting your information) if we intend to use your information for such purposes or if we intend to disclose your information to any third party for such purposes. You can exercise your right to prevent such processing by checking certain boxes on the form on which we collect your information or by responding to the emails we send you in this regard. You can also exercise this right at a later time by contacting us at info@tanzaniatrail.com

In the event the GDPR applies to Your personal information, you have the following (additional) rights:

- (i) Right of access, this means you can make a request to obtain access to the personal data concerning you;
- (ii) The right to rectification or correction of your personal data;
- (iii) The right to erasure of the personal data concerning you;
- (iv) The right to restriction of the processing;
- (v) The right to data portability, this means that you have the right to receive your personal data in a structured, commonly used and machine-readable format, and that you have the right to transmit those data to another controller;
- (vi) The right to object to profiling;
- (vii) The right to lodge a complaint with a supervisory authority;
- (viii) The right to withdraw your consent.

The above stated rights can be exercised by submitting a request to: info@tanzaniatrail.com



8. ACCESS TO INFORMATION

8.1 The POPI Act gives you the right to access personal information held about you. Your right of access can be exercised in the manner set out in section 25 of the POPI Act read with sections 18 and 53 of the Promotion of Access to Information Act 2 of 2000, by submitting an access request to our information officer at info@tanzaniatrail.com

Any access request may be subject to a fee for meeting our costs in providing you with details of the personal information we hold about you. If you have a question regarding our privacy practices, or want to exercise your rights regarding your personal information, please contact us at info@tanzaniatrail.com

9. CHANGES TO OUR DATA PRIVACY POLICY

We may, from time to time, make changes to this Data Privacy Policy. Any changes we may make to our Data Privacy Policy in the future will be posted on this page and shall be effective immediately. We may also, at our discretion, notify you of such changes, but we are under no obligation to do so and it is your responsibility to check this page on a regular basis to ensure that you are made aware of the terms of this Data Privacy Policy as updated from time to time.

In case of substantive adjustments to this Data Privacy Policy, a clear notification will follow, for example via a temporary banner or notice on our website or a notification via email.

10. CONTACT

10.1 Your personal information is controlled by us (address below), and we provide you with access to our site and the services and are the responsible party (where applicable).

10.2 If you have questions concerning your account, please contact info@tanzaniatrail.com. If you have questions concerning this Data Privacy Policy, including the treatment of your personal information and/or our use of cookies and other technologies, please contact us via email at info@tanzaniatrail.com. This Data Privacy Policy was last amended on 30 August 2021 16:17:00

10.3 Use of our site constitutes acceptance of the website terms and conditions.

TanzaniatrailCookie Policy

At Tanzaniatrail, we want to ensure that your visit to our site is smooth, reliable and as useful to you as possible. To help us do this, we use cookies and similar technologies[1] Please see out Terms & Conditions page for more information. By continuing to use our site, you consent to our use of Cookies. However, you can change your Cookie settings, and choose whether or not to accept Cookies, at any time through our Cookie consent tool. Further information about managing your Cookie settings is provided below.

By using, visiting, or browsing our site (use of our site including, amongst others, accessing our site and/or using the services provided by us), you accept and agree to this Cookie Policy and the website terms and conditions.

1. WHAT ARE COOKIES?

1.1 A cookie is a small file of letters and numbers that is stored by your internet browser and transferred to the hard drive of your computer or mobile device. Cookies contain basic information about your internet use, but most Cookies do not identify you personally. Your browser sends these Cookies back to the web sites that you visit every time you visit them, so they can recognise your computer or mobile device. This is done in order to personalise and improve your browsing experience.

1.2 One important use of Cookies is to remember your login details, so you do not have to re-enter them repeatedly. Other Cookies help web sites to understand what did and did not interest you in relation to the site, so that they can provide you with features that are more relevant and useful to you next time you visit.

1.3 We may work with third party advertisers to give you access to interesting and exciting content through our site. So, as well as setting some Cookies ourselves (First Party Cookies), we may also allow some advertisers who display advertisements on our site to set Cookies (Third Party Cookies). These Cookies record information about your use of advertisements. This helps advertisers to show you advertisements that are more likely to interest you, limit the number of times you may see an advertisement, and also to help to improve your online experience.

1.4 Please note that our use of any information we collect about you through your use of Cookies is subject to our Privacy Policy and Data Privacy Policy.

2. TYPES OF COOKIES

Necessary Cookies

2.1 These Cookies are necessary to help you access and move around our site and use the services, and all other features. Without these Cookies, functionality of our site would be limited and you would



not be able to use some of the services. For example, a Cookie is used to keep you logged in during your visit to our site. We may also use essential Cookies for fraud detection and prevention purposes.

2.2 You are not able turn off necessary Cookies. The reason for this is that such Cookies are necessary for our site to function fully, and for you to access and use the content and services.

Analytical Cookies

2.3 We may use Cookies to help us understand how you and other users are using our site and how we can improve our users' experiences. These types of Cookies can provide us with anonymous information to help us understand which parts of our site interest our users, and if any errors are being experienced. We use these Cookies to test different designs and features for our site and we also use them to help us monitor how our users reach our site.

Customisation Cookies

2.4 These are used to recognise you when you return to our site. this enables us to personalise content for you, greet you by name, and remember your preferences (for example, your choice of language or region).

2.5 Some customisation Cookies may be essential if you want to use certain Services.

Advertising Cookies

2.6 To the extent that we may allow for advertising on our site, advertising Cookies help to ensure that the advertisements you see on our site are as relevant to you as possible. For example, some advertising Cookies help select advertisements that are relevant to your interests. Others help prevent the same advertisement from continuously reappearing for you.

2.7 We also want to make it as easy as possible for you to share content from our site with your friends through your favourite social networks. Social networking sites may set Cookies that recognise you when you view content on our site and allow you to share content across both sites via the use of sharing settings. For further details, please see your social networking site's terms of use and related policies.

3. CONTACT US

3.1 If you have any questions on this Cookie Policy, please contact us on info@tanzaniatrail.com.

[1]Including but not limited to browser storage and plugins (e.g., HTML5, IndexedDB, WebSQL and Silverlight storage).

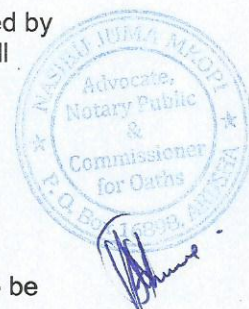
Standard booking terms and conditions

These conditions apply to bookings withTanzaniatrail. In case Tanzaniatrailhas explicitly agreed by signed agreement to conditions that divert from the below, such explicitly agreed conditions will prevail.

Standard Booking confirmation:

By sending a booking request you confirm to have read these booking conditions and agree to be bound thereto.

Tanzaniatrailonly accepts booking requests through in writing/per email. Booking requests through telephone, skype or other form of communication are not accepted.Tanzaniatrailwill start your



arrangements upon receipt of your deposit payment. Confirmations of arrangements will not be made before the deposit payment has reached Tanzaniatrail's accounts under any circumstances.

A booking is made once Tanzaniatrail has sent a written/email confirmation of the booking to you ("Booking").

Tanzaniatrail reserves the right to refuse bookings at its sole discretion and all Bookings are subject to full compliance with these terms.

Deposit and payments:

A deposit of at least 20% of the invoice amount must be paid within 10 days of booking to confirm your travel arrangements. The deposit may vary depending on the type of tour.

The full balance must be paid no later than 10 days before the date of arrival.

Upon request, it is possible to pay the balance in cash (USD) on arrival.

Cancellation or no show:

Cancellations or changes to bookings must be received by Tanzaniatrail by email and confirmed to be effective. No refunds will be given for late arrivals or no-shows.

If the arrangements will be cancelled 0 to 10 days before arrival, the full invoice amount (100%) is due

If the arrangements will be cancelled 10 or more days prior to arrival The deposit of the invoice amount is due.

Currency:

All prices and rates are quoted and invoiced in US\$ and all payments must be made in US\$. Payment in other currencies will only be accepted by pre-arrangement.

Payment methods:

All payments must be made by bank transfer. Cash payments upon request.



WEIGHT AND LUGGAGE RESTRICTIONS:

On trekking tours a maximum 20kg per person is allowed. If these limits above are exceeded, kindly note that the additional costs incurred will be for your account.

Changes in rates

Under normal circumstances Tanzaniatrail wishes to respect agreed rates, but reserves the right to change the rates and terms at any time due to circumstances out of its control (such as, but not limited to, fuel prices, exchange rates, camping/concession fees, service levies or tax increases). In case of material changes caused by government bodies and/or other similar bodies that cannot be influenced by Tanzaniatrail that would lead to severe losses endangering economically sustainable operations it reserves the right to also change the rates on confirmed and paid Bookings

Insurance

By booking with Tanzaniatrail you specifically accept the responsibility to ensure, and warrant, that all your clients individually are adequately insured (also considering the inherent risk involved in going on safari and travelling in wildlife areas) for amongst others cancellation, medical assistance, evacuation, damages and repatriation. While every care is taken to ensure the health of our guests, Tanzaniatrail accepts no liability if a guest contracts COVID-19, or any other illness, during their travels in East Africa.

You hereby confirm that you have informed your clients that they are obliged to, and you guarantee that they will, sign a customary indemnity form including their medical insurance details upon arrival. You are aware of and agree to the contents of such form.

Check in and departure times

For check-in and departure times, the respective regulations of the Hotels/Lodges/Camps apply. In the event of late departures additional costs/fees could be incurred. Tanzaniatrail is not liable for possible additional costs.

Itinerary changes

Tanzaniatrail will do its utmost to assist in minimizing the disruption of itineraries booked through Tanzaniatrail in case of cancellations, changes or delays due to any of its 3rd party service providers, however any costs incurred in relation thereto will be borne directly by you or your client.

Force majeure

Tanzaniatrail will notify you as soon as practicable when it is affected by a Force Majeure. Tanzaniatrail shall not be deemed to be in breach of your Booking or these conditions or otherwise be liable to you, by reason of delay in performance, or by non-performance of any of its obligations hereunder to the extent that any such delay or non-performance is due to any Force Majeure. If Tanzaniatrail is affected by Force Majeure it shall be entitled to, on its sole discretion, cancel or vary any arrangements or itinerary in relation to your Booking. Payment of any refund by Tanzaniatrail as a result of the non-performance of any of its obligations hereunder shall remain its sole and absolute discretion. It being understood that Tanzaniatrail shall use its reasonable endeavours to reimburse you where possible.

"Force Majeure" means, in relation to Tanzaniatrail, any circumstances beyond its reasonable control (including, but without limitation, war or threat of war, sabotage, civil disturbance, or requisition, acts of God, fire, accident, flood or explosion, sickness, quarantine, Government intervention, weather conditions or other untoward occurrences).



Health and entry requirements

You ensure and warrant that each member of your party travelling has complied with the necessary visa and health requirements to cover all countries and dates that you are travelling with or booked through Tanzaniatrail. It is the sole responsibility of you that required travel documents and health precautions are obtained. While every care is taken to ensure the health of our guests, Tanzaniatrail accepts no liability if a guest contracts COVID-19, or any other illness, during their travels in East Africa.

Photography and marketing

Tanzaniatrail reserves the right without giving further notice, and you hereby permit us, to make use of any photographs or films produced by ourselves during your stay with us for general publicity purposes without payment or permission.

General

Failure of Tanzaniatrail to enforce any provision of these booking conditions shall not constitute a waiver of such provision or affect Tanzaniatrail's right to enforce that or any other provision in the future. If any provision of these booking conditions is rendered void, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Disputes and Governing Law

These booking conditions and each Booking are governed by the law of the country of incorporation of the Tanzaniatrail entity in whose name you have to make payments in accordance with these conditions. Any claims in relation to a Booking or these conditions (including reservations, payments) should be made in writing/email to Tanzaniatrail as soon as possible, but in any case within 10 days of its occurrence, to allow us to assist in solving the issue jointly in good faith. Additionally, any claims or complaints in relation to our service need to be made immediately upon its occurrence by you to camp management or your contact at our sales office, to allow for an adequate solution of the matter.

Any disputes in relation to these conditions or a Booking that cannot be resolved amicably will be brought to the competent court of the country of incorporation of the Tanzaniatrail entity in whose name you have to make payments in accordance with these conditions.

