

TERMS OF USE

We ask that you carefully read the information on this page which contains the TERMS AND CONDITIONS FOR THE CONTRACTING OF SERVICES with our company:

Legal terms

The company that owns the URL is CLEAR BUS TOURS PERU S.A.C. Commercial entity of Peruvian nationality, with fiscal address at Av. Larco 1150 office 37, District of Miraflores, Province and Department of Lima, registered in Registration No. 14300536 of the Registry of Legal Entities of the Public Registries of Lima, and with telephone number +51 980601886, and email address info@clearbustours.com. Hereinafter reference will be made to the company to designate the company that owns the Website.

The use of our website by our Users certifies the full, direct, conscious and unreserved acceptance of each and every one of the provisions included in the terms and conditions stipulated here, so we invite you to read these conditions carefully. Some of the services we offer have particular characteristics of the service and, as the case may be, could replace or complement the terms described here, which will be clearly shown as additional information for the User.

The use, navigation, and access to our website are free. However, the services offered are subject to payment for such service provision. In general, prior subscription or registration as a User is not required for access and use of the website. CLEAR BUS TOURS PERU adopts the necessary technical and organizational measures to guarantee the protection of personal data and prevent its alteration, loss, treatment, and / or unauthorized access, taking into account the state of the art, the nature of the stored data and the risks to which they are exposed, all in accordance with the provisions of the Peruvian legislation for the Protection of Personal Data. CLEAR BUS TOURS PERU is not responsible to Users, for the disclosure of their personal data to third parties that is not due to causes directly attributable to CLEAR BUS TOURS PERU, nor for the use of such data by third parties outside our company.

Legal Users

Only those who, under current legislation, can validly give their consent to enter into contracts may access and use the services included in CLEAR BUS TOURS PERU. Those who, under current legislation, do not possess such capacity, may only make use of the site through their legal representatives, who will be held liable for all acts performed for the benefit of those unable to do so.

In the case of acting on behalf of a legal entity, the User must have sufficient powers to contract on behalf of the invoked entity and to bind it in the terms of this document. If the User does not have such powers, or acts in excess of these, it will be understood that he has also committed himself in his personal capacity.

Your statements and guarantees

By using our Website, you declare and warrant to be a person 18 years of age or older, with the right and legal capacity to enter into this contract and to use the Website in accordance with all the terms and conditions thereof. Likewise, you accept financial responsibility for any use made of the website under your name or account, including but not limited to, any type of use of your account by other persons, including minors who live with you. You may allow other members of your family to use the Site under your name or account, as long as you agree to pay all charges that originate, and to take responsibility for any other consequences of its use. Likewise, you agree to supervise all minors who use this Site under your name or account. You agree not to assign, transfer or sublicense your rights, under this contract.

Website use

The user has the responsibility and freedom to navigate our website, as long as it complies with the following rules and prohibitions:

- It is prohibited to use the website for illegal or unauthorized purposes. It is forbidden to use the web in a way that damages, interruptions, inefficiencies, or defects in its functionality. The User agrees not to introduce programs, viruses, macros, applets, ActiveX controls or any other logical device or sequence of characters that cause or are likely to cause any type of alteration in the computer systems of CLEAR BUS TOURS PERU or third parties.
- It is forbidden to browse our website in order to collect personal and sensitive data from other users.
- Providing false information impersonating third parties is prohibited.

Applicable Law and Jurisdiction

The relationship between CLEAR BUS TOURS PERU and the User will be governed by current Peruvian regulations and any dispute will be submitted to the Peruvian Courts and Tribunals. CLEAR BUS TOURS PERU will pursue the breach of these Terms and Conditions of use, as well as any improper use of the website by exercising all civil and criminal actions that may correspond and assist in law.

Terms

Clear Bus Tours Peru reserves the right to modify the terms and conditions stipulated herein, in whole or in part, and which must be accepted by the client before making a reservation.

Intellectual property right

All the contents that are expressed in this web page, unless otherwise indicated, are the exclusive property of CLEAR BUS TOURS PERU, with an enunciative character, not limiting, the graphic design, source code, logos, texts, graphics, illustrations, photographs, and other elements that appear on the website. This is extended to the commercial names, brands or distinctive signs of any kind contained in the Web page which are protected by the Law.

Clear Bus Tours Peru, states that they do not grant any type of license, permission and/or authorization for personal use to the User on their intellectual and industrial property rights or on any other right related to their Website, physical property and the services offered in the same. The User acknowledges that the reproduction, distribution, commercialization, transformation, and in general, any other form of exploitation, by any means and / or procedure, of all or part of the contents of this website constitutes an infringement of property rights intellectual and / or industrial and will be liable to legal action.

Privacy

Clear Bus Tours Peru collects and processes personal information within the limits applicable by law. Our company seeks your consent before processing your personal information.

Clear Bus Tours Peru will never ask the User about changes in personal or financial information via email, phone call, fax, or by regular mail. In any case, it must be considered fraudulent.

Clear Bus Tours Peru collects and maintains personal information of the User from different source such as:

- By the same User, when he voluntarily provides his own information.
- Third companies, such as travel agents, tour operators, etc.

The information collected from the User includes, but is not limited to full names, passport number, immigration card, or other valid and legal document, nationality, age, date of birth, telephone number, email, number of Credit or debit card.

It is the responsibility of the User to provide reliable information in order to proceed with the reservation and / or purchase of any of our services.

It is the responsibility of the User to bring the passport or travel document with which he/she made the reservation and/or purchase of any of our services to verify the identity at the time of entering the bus.

Children Policy

In all of our rates, unless otherwise indicated, the maximum age of a child is 12 years and 11 months. From the age of 13 they are considered adults and will be subject to adult rates.

Because of the nature of our services, we may collect personal information from children complying with Peruvian laws. Clear Bus Tours Peru does not obtain personal information directly from children or persons under 18 years of age.

If you are a relative or guardian of a child, you may request to remove the child's information if you did not authorize or consent to such information be provided.

Links

Clear Bus Tours Peru provide links only to sites that are safe and accredited, we do not assume any responsibility for the information, products or services obtained on those other sites, nor will we be liable for any damages that arise as a result of your access to such sites. Clear Bus Tours Peru provides such links to other websites solely for your convenience, but our inclusion of such links and domains embedded in the Site does not imply approval of such linked or embedded domains, their content, or the persons or entities that these domains operate. Therefore, you will assume full responsibility for using the links or indicators to external websites.

We do not authorize links from third parties within our website, unless an authorization request is sent and approved by Clear Bus Tours Peru in writing.

Cookies Policies

Our website uses temporary cookies that disappear at the end of the session, with the purpose of better operation and visualization of our website. The deactivation of cookies will prevent us from correctly receiving our content and service. The user can accept or reject cookies by selecting the configuration of his browser. Clear Bus Tours Peru does not use cookies to collect personal information.

Security and Privacy

Clear Bus Tours Peru has the highest standards and safety certifications to maintain the security of the purchase by the User within our website. All information entered on our site is kept strictly confidential.

We have TLS (Transport Layer Security) technology and a server certified by a trusted entity.

Every time you buy a ticket on our website and give us personal information, no matter where you are, your browser connects to our site through the TLS protocol that proves that you are really on our website and on our servers (which you will notice

with the appearance of the HTTPS code in the address bar of your browser). This establishes a decrypted method of your information and a unique session key.

Guarantee

Clear Bus Tours Peru does not guarantee or be held liable in case of vulnerability of the website due to the unlawful cause of third parties or any virus and any damage or harm that may be caused. However, Clear Bus Tours Peru declares that it has taken and will continue to take the necessary measures to guarantee the operation of the website.

Claims

If there is a claim or complaint about our services, it must be expressed by email to info@clearbustours.com or in our virtual claim book on our website.

CONDITIONS OF THE TOURIST TRANSPORTATION CONTRACT

Definition

Clear Bus Tours Peru is a company that offers tourist transportation services of City Tour in Peru. When making the reservation the User will receive a confirmation ticket via email that will be presented at the time of boarding according to their reservation date.

Reservations

- The reservation and/or purchase of our tour packages will be confirmed when the online transaction is approved.
- Clear Bus Tours Peru uses the service of third parties to make the online reservation transaction. Clear Bus Tours Peru does not save any information of the payment methods made by the User.
- The online payment system will process the reservation of our packages according to seat availability in real time.
- Only persons over 18 years of age can make reservations for our tour packages. To reserve our tourist packages for minors, it is mandatory to reserve the seat of an adult and then it can be added to minors.
- Children are considered children between 0 to 12 years and 11 months old. Over 13 years are considered adults and will be subject to adult rates.
- Children under 1 year of age, must bring onboard a car seat that allows it to be buckled to the bus seat. If the parent or guardian have any questions about it, you must communicate via email to info@clearbustours.com
- Third party companies can make reservations for the User, however it is the obligation of the third party companies to enter the complete data of each User or passenger who will enjoy the tour. Clear Bus Tours Peru is not responsible

for reservation problems on behalf of third parties. Clear Bus Tours Peru is not responsible for false promises or false tourist packages sold or offered by third parties.

- Our website allows a maximum of 15 reservations at a time. If there were more than 15 Users, a new reservation would have to be started.

Payment currency

All payments due under the contracted services must be made in US dollars.

Billing

Once the payment of the contracted services by the User has been accredited, the corresponding invoice or electronic receipt will automatically be issued and will arrive via email under its corporate name of CLEAR BUS TOURS PERU S.A.C.

Cancellations and refunds

There will be no possibility of reimbursement when the services are in full development and on a regular basis, and the User of his own will decides not to continue with the tour.

The User may request the cancellation of the service contracted from the date of reservation and/or purchase until 21 days before the start of the tour, and a refund of 50% of the rate will be made. There will be no exceptions before or after that period.

All refunds will be made through the same payment method used by the User when booking on the website. Therefore, any refund will be delivered exclusively in accordance with the rules and transfer times according to each bank, credit card or corresponding merchant, as appropriate, and any fees or fees charged will be at your exclusive expense.

Clear Bus Tours Peru is responsible for cancellations made on our own account either for major reasons out of our control such as government order, weather, natural disaster, mechanical problems of the bus, and others. In this case there will be no money back, the company offers the change of date so that the User can live the experience of the service contracted for another day with open availability.

Responsibilities of our company

It is the responsibility of Clear Bus Tours Peru to depart at the specific time established in your purchase ticket.

It is the responsibility of our company to notify the user if there is any change in the tour due to unpredictable reasons.

Clear Bus Tours Peru is not responsible if for some reason some historical centers are closed for maintenance or other causes beyond our control.

User Responsibility

It is the user's responsibility to provide reliable information in order to proceed with the reservation and/or purchase of any of our services.

It is the responsibility of the User to notify us via email to info@clearbustours.com in case of any medical condition or food allergy that should be considered during the tour.

For security reasons, it is the responsibility of the user to bring with them the identity document with which they made the reservation and/or purchase of any of our services.

If the user shows signs of drunkenness, use of toxic substances, or mental disorders. For security measures, we reserve the right to suspend the service contracted for that user. It is the user's responsibility to use appropriate and respectful language towards other users and/or staff of our company. Otherwise, Clear Bus Tours Peru reserves the right to cancel or suspend the service to that user.

It is the user's responsibility to dress appropriately for the tour. It is forbidden to bring knives, firearms, chemical weapons, explosives, fireworks or other weapons that can cause physical or mental harm to other people or to themselves.

It is the responsibility of the user to preserve, care for, and to protect the integrity of the services provided by Clear Bus Tours Peru including the physical integrity of the bus. If found guilty of violating this responsibility, the user will be liable and will cover financially for all damages caused against the integrity of the bus or other property of Clear Bus Tours Peru.

It is the user's responsibility to avoid bringing pets of any kind inside the bus. Our company prohibits animals.

Luggage

The CLEAR BUS TOURS PERU Company informs customers that the bus on which the contracted tourist services will be carried out does not have a cargo or storage area, so they cannot carry luggage larger than the handbag or its equivalent. Likewise, CLEAR BUS TOURS PERU, is not responsible for the deterioration and/or loss and/or theft of their personal belongings.

Compensation in case of accident

Clear Bus Tours Peru has insurance that protects the User in cases of accidents. The User travels insured through a personal accident policy whose coverage is set by law. The User when traveling accepts the conditions agreed by the company with the corresponding insurance company.

OFFER VALIDITY AND PRICE

The prices of the products and services available on the Site, as long as they appear on it, will only be valid and applied therein, and will be subject to modifications. The administration of CLEAR BUS TOURS PERU may modify any information contained in this site, including that related to products, services, prices, and conditions, at any time and without prior notice.

Promotions

Clear Bus Tours Peru will periodically offer some promotions that will be published on or off the website. It is the winner's responsibility to claim their prize within 30 days.

Clear Bus Tours Peru reserves the right to cancel any promotion at any time.

Discounts

Clear Bus Tours Peru offers discounts to its affiliates, these discounts are kept confidential between both companies.

Clear Bus Tours Peru reserves the right to cancel such discounts at any time to any affiliated company.

Contact us

If you have any questions or comments about our terms and conditions or services, please contact us at info@clearbustours.com