



Terms & Conditions

General Information

1. Scope of application

These Terms and Conditions apply to the use of the Wild Earth Portfolio LLC websites: www.wildearthstay.com and all bookings of hotels and cruises, travel services via the reservation system of Wild Earth Portfolio LLC and its booking partners & affiliates.

2. General use of the Wild Earth Portfolio LLC website

On the Wild Earth Portfolio LLC websites you can search for the availability and rates of cruises, hotels and rooms of your choice at dates defined by you for a specific number of travelers. Wild Earth Portfolio LLC reserves the right to discontinue its websites at any time.

2.1. Hotel content and categories

All information about a cruise, hotel and the descriptions of each are based on the hotel and cruise line's own assessment. All content about a hotel and cruise that is displayed on the Wild Earth Portfolio LLC websites is provided to us by the respective hotel and cruise line. Wild Earth Portfolio LLC acts as content provider for the hotel or cruise line only and is thus not responsible for content, any omissions or typographical errors referring to either hotels or cruise line. As far as displayed on the Wild Earth Portfolio LLC websites the internationally used hotel classification into select categories offers noncommittal information about the hotel's and cruise line standard, in consideration of self-assessment by each of the above, which was provided by the hotel and cruise line rated by Wild Earth Portfolio LLC.

2.2. Prices and taxes

All prices displayed on the Wild Earth Portfolio LLC websites are current, low day prices, shown in the name of the individual hotel or cruise line and are valid for all bookings made via the reservation system of Wild Earth Portfolio LLC as described below in section 4. All prices have been provided by the hotel and cruise line and Wild Earth Portfolio LLC acts as content provider for the providers only and is thus not responsible for any errors of prices referring to each hotel or cruise.

For Europe properties, prices displayed on the Wild Earth Portfolio LLC websites always include service charges and VAT. For other countries regulations and rules regarding taxes differ. Please note that a visitor's tax might apply in certain locations. In some countries, a local tax and/or a service charge is levied on the travel price or room rate. The amount of this tax changes all the time and can't generally be estimated but requires specific information like the exact period of stay, number of people staying etc. to be calculated. Thus any information regarding such taxes is always noncommittal, as long as you do not enter specific



travel dates. When you make a booking as per below Section 4 the applicable taxes will in any case be displayed.

Complimentary late check-outs as part of the Wild Earth Portfolio LLC Community benefits are subject to availability. Wild Earth Portfolio LLC represented hotels and cruise partners reserve the right to discontinue any offers at any time. Obvious errors and mistakes (including misprints) are not binding.

3. Registration

You can register on the Wild Earth Portfolio LLC website. If you voluntarily provide personal data as part of such registration, it will be used to prefill the personal details form upon making a booking, and/or be used to provide you with more refined topics in our communications, should you have opted in to any of our newsletters. You can cancel your registration with Wild Earth Portfolio LLC at any time. Please send an e-mail to contact@wildearthstay.com.

4. Auto login

You may choose to stay logged in on our website. We will then store your login information in a cookie, i.e. a small text file, on your computer so that you do not have to authenticate upon return to our website but will be automatically logged in ("auto login"). The cookie and thereby the auto log in expires automatically after 60 days. Further information about other cookies is available in our privacy policy.

5. Accommodation contract and payment

If you make a booking through Wild Earth Portfolio LLC reservation system the accommodation contract comes into effect between you and the hotel of your choice. If you use our pay hotel direct feature and the booking confirms. Any claims and obligations out of the accommodation contract only exist between you and the hotel chosen by you. Wild Earth Portfolio LLC does not enter into the contract with you about the accommodation. Rates available and any booking made via the Wild Earth Portfolio LLC reservation system can't be combined with other offers or promotions. Bookings take place according to the best and currently lowest Wild Earth Portfolio LLC day price in each case. This price is submitted directly by the hotel for the arrival date chosen, and is shown in the name of the hotel. Available Wild Earth Portfolio LLC last-minute, seasonal, weekend or special prices will be considered automatically during the booking. Please be advised Converted rates using the website currency converter are based on an estimation of that day's exchange rate.

5.1. Making a booking

If you want to make a booking after your availability search, you will have to fill in personal details about you and your credit card details. The credit card details are required to guarantee your booking, the charges will be made by the hotel. If you are logged in to your account the personal details will be pre-filled. By clicking the button "Confirm Booking. Charged upon arrival" you make a binding offer to book the selected room. Prior to making the booking, i.e. prior to clicking the button, you can identify any errors in the data you have provided directly on the website and correct them by clicking "edit" next to the hotel and room description.



Every booking offer you make will be forwarded to the corresponding hotel and any messages from the hotel to you, particularly the confirmation of your booking will be forwarded to you via Wild Earth Portfolio LLC as carrier of the message. Wild Earth Portfolio LLC shall have a relationship with you and the hotel only as an independent third party and shall not be a partner, trustee, representative or sub-contractor either for you or the hotel.

Also, the hotel shall not be a subcontractor or vicarious agent of Wild Earth Portfolio LLC. As soon as you receive the booking confirmation from the hotel via the Wild Earth Portfolio LLC reservation system, you have entered into a contract with the hotel and the booking is binding. You will receive a customer booking reference number together with the confirmation of your booking. The use of the Wild Earth Portfolio LLC reservation system is free of charge for you. Bookings are not transferable to any other person and can not be transferred or exchanged for cash or credit.

5.2. Cancellations

You do not have a statutory right of withdrawal from a booking. However, a hotel or cruise line may voluntarily offer a right to cancel or change a booking for selected offers in the Wild Earth Portfolio LLC reservation system. Any such right will be displayed in the order form before you make your order. Where a hotel or cruise line voluntarily grants such right to cancel or to change a booking in the Wild Earth Portfolio LLC reservation system, any such changes and cancellations have to be carried out via the Wild Earth Portfolio LLC online system or via the Wild Earth Portfolio LLC reservation number (see www.wildearthstay.com) to be fully effective. In case of a change or cancellation carried out directly at the hotel or cruise line, Wild Earth Portfolio LLC cannot provide any information concerning possible discrepancies concerning the date of the cancellation or the fact of cancellation as such.

5.3. Storing and accessibility of the contract

We will store your booking information and the terms and conditions applicable to the booking (collectively referred to as "contract"). The current version of our terms and conditions is available for you at ____

6. Liability

6.1. In case of intent or gross negligence on part of Wild Earth Portfolio LLC or by its agents or vicarious agents in performance, Wild Earth Portfolio LLC shall be liable according to the provisions of applicable law. The same applies in case of breach of an essential contractual obligation (an obligation that must be fulfilled to enable the correct execution of the agreement and which the customer may usually trust and may trust that it will be fulfilled); however, to the extent such breach was unintentionally Wild Earth Portfolio LLC liability shall be limited to typical damages foreseeable under the contract.



6.2. Wild Earth Portfolio LLC liability for culpable damage to life, body or health as well as our liability under the Product Liability Act shall remain unaffected.

6.3. Any liability not expressly provided for above shall be disclaimed. Particularly Wild Earth Portfolio LLC disclaims any liability for the reproduction of this website through a third party website or access to this website obtained through a third party website or any user's home page, which reproduction misstates or omits any of the information or limitations and conditions on the room rates and products offered through this website

7. Intellectual property

All trademarks (including, but not limited to, the Wild Earth Portfolio and Wild Earth Stay trademark, reproductions of Wild Earth Stay & Portfolio logo), copyright, database rights and other intellectual property rights in the materials on this website (as well as the organisation and layout of this website) together with the underlying software code are owned by Wild Earth Portfolio LLC. Without Wild Earth Portfolio LLC's prior written permission, you may not copy, modify, alter, publish, broadcast, distribute, sell or transfer any material on this website or the underlying software code whether in whole or in part. However, the contents of this website may be downloaded, printed or copied for your personal non-commercial use. The Wild Earth Portfolio & Stay logo is a registered trademark and is the property of Wild Earth Portfolio LLC and may not be used or reproduced without Wild Earth Portfolio LLC's express written permission.

Data transfer into other data carriers, even part of it, or its use for a different purpose to the one designated here, is only permitted with the explicit permission of Wild Earth Portfolio LLC, except where explicitly permitted by applicable law.

8. Governing law and place of jurisdiction

All legal relations between you and Wild Earth Portfolio LLC shall exclusively be governed by the laws of the USA in the State of Florida, Miami Dade County. If you act as a consumer and have entered into a contract while residing in another country, the application of mandatory law of such country shall not be affected by the previous sentence.

9. Miscellaneous

The invalidity or unenforceability of any of these Terms and Conditions shall not affect, impair or invalidate any of the remaining terms and conditions.

The website is owned and operated by Wild Earth Portfolio, LLC.