

TERMS & CONDITIONS

These Terms & Conditions ("Terms") govern the relationship between Tropical Treks Ltd., its affiliates, employees, contractors, agents, advisors, coordinators, and representatives ("Tropical Treks"), and the customer, as well as any individual for whom the customer requests Tropical Treks arrange or coordinate travel services, medical tourism services, wellness services, or related accommodations ("others on the Booking").

Scope of Services

Tropical Treks arranges and coordinates travel services, medical tourism services, wellness and recovery

services, accommodations, transportation, excursions, and related add-on services on behalf of the

customer and others on the Booking. Such services may include, but are not limited to:

- Flights and airfare
- Hotels, resorts, villas, and recovery accommodations
- Ground transportation and airport transfers
- Medical tourism packages
- Cosmetic, dental, surgical, wellness, rehabilitation, or alternative treatment arrangements
- Recovery stays and aftercare accommodations
- Private nursing, caregiving, or concierge services
- Physiotherapy, rehabilitation, mobility support, massage therapy, spa services, and wellness treatments
- Meal plans, dietary accommodations, and nutritional support
- Excursions, tours, and vacation packages
- Travel insurance referrals
- Event, wedding, or group travel coordination

All obligations and liabilities with respect to the travel services, medical services, wellness services, and related arrangements remain those of the customer and others on the Booking.

The services arranged for customer and others on the Booking are set out on the invoice, itinerary, or booking confirmation (the "Booking").

Duties and Recommendations of Tropical Treks

- Tropical Treks sources and coordinates travel, medical tourism, recovery, wellness, and related
- services based on information provided by the customer.
- Tropical Treks acts solely as an intermediary between customer and independent third-party suppliers, including but not limited to airlines, hotels, transportation providers, tour operators, medical clinics, physicians, surgeons, dentists, therapists, wellness practitioners, spas, rehabilitation facilities, and recovery accommodation providers.

Tropical Treks directs the attention of customer and others on the Booking to the terms and conditions of all suppliers providing services included in the Booking, as those terms govern the contracts between customer and the independent suppliers.

Such supplier terms and conditions may relate to pricing, cancellations, refunds, risks, liability limitations, medical disclosures, procedures, accommodations, transportation, baggage allowances, wellness treatments, check-in requirements, age restrictions, fitness-to-travel requirements, or other conditions.

Customer and others on the Booking are responsible for reviewing all supplier terms and conditions prior to travel or participation in any services. Any questions regarding a supplier's services, procedures, risks, or terms and conditions should be directed to the specific supplier.

For all medical tourism, wellness, recovery, surgical, cosmetic, dental, or treatment-related Bookings arranged through Tropical Treks, emergency medical coverage and medical complication coverage shall be provided through the medical tourism package and outlined within the customer contract, supplier documentation, policy wording, or package inclusions applicable to the Booking.

Customer and others on the Booking acknowledge that coverage limitations, exclusions, conditions, provider requirements, maximum coverage amounts, and eligibility restrictions may apply and are subject to the terms of the applicable policy or provider.

For standard leisure, vacation, group, destination wedding, or non-medical travel Bookings, customer and others on the Booking are required to obtain and maintain valid out-of-country emergency medical insurance coverage for the duration of travel.

Proof of valid emergency medical coverage for non-medical travel Bookings may be required prior to departure or travel.

Tropical Treks reserves the right to refuse, suspend, or cancel any non-medical Booking where proof of adequate emergency medical coverage is not provided upon request.

Tropical Treks strongly recommends, but does not require unless otherwise stated, additional travel protection coverage including:

- Trip cancellation insurance
- Trip interruption insurance
- Medical evacuation coverage
- Baggage insurance

Medical Tourism Acknowledgement

Customer and others on the Booking acknowledge and understand that:

- Tropical Treks does not provide medical advice, diagnoses, treatment recommendations, or medical opinions.
- Tropical Treks does not guarantee the quality, outcome, safety, success, suitability, licensing, credentials, or results of any medical, cosmetic, dental, surgical, wellness, rehabilitation, or therapeutic services.
- All medical procedures, treatments, consultations, rehabilitation services, wellness services, or therapies are provided solely by independent third-party medical professionals or facilities.
- Customer and others on the Booking are solely responsible for conducting their own due diligence regarding any medical provider, clinic, physician, surgeon, therapist, wellness practitioner, or treatment facility.

Any medical decision made by customer or others on the Booking is done voluntarily and at their own risk.

Tropical Treks shall not be liable for complications, dissatisfaction, injury, illness, disability, emotional distress, treatment outcomes, infections, delayed recovery, or death arising from any medical, cosmetic, dental, surgical, rehabilitation, wellness, or therapeutic services.

Customer and others on the Booking acknowledge that medical tourism may involve different standards, regulations, technologies, sanitation practices, recovery protocols, and legal protections than those available in Canada.

Duties & Acknowledgements of the Customer

- Customer and others on the Booking must review and verify all details set out on the Booking and any itineraries, invoices, treatment schedules, confirmations, or travel documents immediately upon receipt and advise Tropical Treks immediately of any errors or omissions.
- Customer must provide a copy of these Terms, including any amendments, to others on the Booking before requesting Tropical Treks arrange any services.
- Customer and others on the Booking acknowledge that they have been directed to review all supplier terms and conditions, including those of airlines, hotels, transportation providers, medical clinics, surgeons, therapists, wellness providers, and tour operators.
- Customer and others on the Booking are responsible for complying with all supplier requirements, customs, rules, procedures, medical instructions, and facility policies.

Failure to comply with supplier requirements may result in denied boarding, denied treatment, removal from premises, cancellation of services, refusal of future services, or additional costs.

Customer acknowledges that Tropical Treks has recommended comprehensive travel and medical tourism insurance and confirms that customer has advised others on the Booking accordingly.

Customer and others on the Booking acknowledge that some countries may refuse entry without proof of medical or travel insurance.

Customer and others on the Booking are solely responsible for ensuring they possess all necessary travel and medical documentation, including but not limited to:

- Passports valid for at least six (6) months beyond the expected return date
- Visas
- Vaccination records
- Medical clearances
- Prescriptions
- Consent forms
- Medical history documentation
- Parental consent letters for minors
- Criminal record pardons or waivers where required

Customer and others on the Booking acknowledge that possession of required documentation does not guarantee entry into another country or acceptance for medical treatment.

Customer and others on the Booking acknowledge that standards, practices, accommodations, healthcare systems, emergency response services, sanitation standards, utilities, and medical regulations may differ from those in Canada.

Customer shall advise Tropical Treks of any special requirements at the time of booking, including mobility needs, dietary restrictions, accessibility requirements, recovery needs, allergies, preferred accommodations, or medical concerns.

Tropical Treks will communicate such requests to suppliers but cannot guarantee fulfillment of any special request.

Customer shall be responsible for any additional costs associated with special requests.

Customer and others on the Booking acknowledge that hotels, recovery accommodations, and resorts typically require a valid credit card at check-in and may place pre-authorized holds for damages, incidentals, medical support equipment, or additional charges.

Failure to provide a valid credit card may result in cancellation or denial of accommodations.

Customer and others on the Booking acknowledge that aircraft disinfection or public health procedures may occur in certain countries or jurisdictions.

Tropical Treks shall not be liable for any damages, losses, delays, denied services, complications, or inability to use travel or medical services arising from failure to comply with this section.

Flight Details and Changes

- Travel documents contain conditions of carriage which limit airline liability under applicable conventions and agreements.
- Any complaints regarding flights should be directed to the airline.
- Tropical Treks reserves the right to substitute airlines, aircraft types, routing, accommodations, transportation providers, medical facilities, or recovery accommodations with or without notice.
- Customer and others on the Booking should confirm flights at least 48 hours before departure and reconfirm departure times at least 24 hours prior.
- If delays occur due to weather, force majeure events, government restrictions, health concerns, supplier operational issues, or transportation interruptions, customer and others on the Booking shall be responsible for any resulting costs.
- Tropical Treks shall not be responsible for additional expenses, missed treatments, lost income, missed recovery appointments, emotional distress, or consequential damages arising from delays or changes.
- Customers booking connecting flights should allow sufficient time between flights and any scheduled medical appointments or procedures.
- All connecting arrangements are made at the customer's own risk.

Medical Scheduling and Recovery Arrangements

Surgical procedures, consultations, wellness treatments, physiotherapy appointments, recovery services, and rehabilitation schedules are subject to change without notice.

Medical providers may cancel, postpone, reschedule, or refuse treatment based on medical assessments, health concerns, operational limitations, or provider discretion.

Tropical Treks does not guarantee availability of any specific doctor, surgeon, clinic, therapist, or recovery provider.

Recovery timelines vary by individual and no guarantees are provided regarding healing, results, pain levels, mobility, appearance, or treatment outcomes.

Customer and others on the Booking acknowledge that additional medical treatment, medications, extended accommodations, transportation, rehabilitation, or recovery support may become necessary and shall be solely responsible for associated costs.

At the Airport and During Travel

Seats are allocated on a first-come, first-served basis unless pre-purchased.

Customer and others on the Booking should arrive at the airport at least three (3) hours prior to departure.

Check-in deadlines are determined by airlines and failure to comply may result in denied boarding without refund.

Airlines reserve the right to deny boarding to any passenger deemed medically unfit to travel.

Customer and others on the Booking are responsible for complying with airline baggage restrictions and medical equipment requirements.

Additional baggage fees may apply.

Any lost, delayed, or damaged baggage remains the responsibility of the airline or handling provider.

If baggage is delayed or damaged, customer or others on the Booking must notify the airline before leaving the airport.

Tropical Treks recommends insurance coverage for baggage loss, medical equipment, medications, and valuables.

Additional Charges for Services

Additional charges may apply for:

- Medical consultations
- Recovery services
- Physiotherapy or rehabilitation
- Massage therapy or wellness services
- Prescription medications
- Meals and special dietary services
- Transportation upgrades
- Nursing or caregiver support
- Concierge services
- Spa or wellness treatments
- Internet access
- Gratuities
- Excursions or optional activities
- Late check-outs or extended stays

Medical complications or emergency care

Price of Services

Prices quoted by Tropical Treks are based on information provided by independent suppliers and are subject to change.

Prices include applicable taxes unless otherwise stated.

Prices may change due to currency fluctuations, supplier surcharges, fuel surcharges, medical provider pricing changes, or government taxes.

Prices do not include departure taxes, medical testing, medications, additional recovery costs, or unforeseen medical expenses unless specifically stated.

Payment for Services, Fees, and Non-Refundable Amounts

Customer is responsible for payment of all services booked for customer and others on the Booking.

Customer is responsible for payment of all service fees, coordination fees, planning fees, consultation fees, and deposits.

Deposits are non-refundable unless otherwise stated in writing.

Service fees are non-refundable regardless of whether services are used, cancelled, delayed, modified, or unavailable.

Failure to make payments when due may result in cancellation of services and the application of cancellation penalties.

Customer represents that they are authorized to use any credit card provided to Tropical Treks. Customer authorizes Tropical Treks to charge the provided credit card for services, fees, penalties, supplier charges, and additional approved costs.

Customer and others on the Booking agree not to initiate chargebacks relating to valid service fees, deposits, supplier penalties, or authorized charges.

Compensation Payable to Tropical Treks

In addition to service and consultation fees charged directly to customer, Tropical Treks may receive commissions, referral fees, incentives, or compensation from suppliers, clinics, hotels, resorts, tour operators, transportation companies, medical providers, or wellness providers.

Change or Cancellation by Supplier

Travel, medical, wellness, recovery, or accommodation services are often booked well in advance and may be modified, postponed, or cancelled.

Supplier changes may include:

- Changes to flight schedules
- Changes to accommodations
- Changes to treatment dates or providers
- Changes to recovery accommodations
- Changes to transportation services
- Changes to pricing

Cancellation of procedures or services

In such cases, the rights of customer and others on the Booking shall be governed by the applicable supplier terms and these Terms.

Change or Cancellation by Customer

Any change or cancellation request must be made directly through Tropical Treks.

Changes and cancellations are subject to supplier policies and these Terms.

Additional service fees, counselling fees, administration fees, supplier penalties, and non-refundable charges may apply.

Medical providers, hotels, airlines, and recovery accommodations may impose strict cancellation penalties.

Tropical Treks shall not be responsible for losses arising from cancellation or interruption of travel or medical services.

Privacy

Tropical Treks shall comply with applicable privacy legislation, including the Personal Information Protection and Electronic Documents Act (PIPEDA), in its handling of personal information.

Customer acknowledges and consents to Tropical Treks collecting, using, storing, and disclosing personal information, including medical information where necessary, for the purposes of:

- Coordinating travel arrangements
- Scheduling medical consultations or procedures
- Arranging accommodations and transportation
- Facilitating recovery services
- Communicating with suppliers and providers
- Processing payments
- Providing customer support

Tropical Treks will take reasonable measures to protect personal information against unauthorized access, theft, misuse, or disclosure.

Assumption of Risk and Waiver of Rights

Customer and others on the Booking acknowledge that travel, medical tourism, surgery, cosmetic procedures, rehabilitation, wellness services, and international travel involve inherent risks.

Such risks may include:

- Illness or injury
- Surgical complications
- Infection
- Delayed healing
- Dissatisfaction with results
- Emotional distress
- Transportation disruptions
- Political instability
- Natural disasters
- Pandemic-related interruptions
- Supplier insolvency
- Additional recovery time
- Emergency medical treatment

Knowing these risks, customer, on behalf of themselves and others on the Booking, voluntarily assumes all risks associated with participation in the travel services and waives any and all claims against Tropical Treks arising from:

- Delays
- Interruptions
- Cancellations
- Medical complications
- Treatment outcomes
- Supplier negligence
- Changes to itineraries or accommodations
- Extended stays
- Additional expenses
- Injury, illness, disability, or death

Indemnification by Customer

Customer agrees to defend, indemnify, and hold harmless Tropical Treks from and against all claims, demands, actions, liabilities, damages, costs, legal fees, and expenses arising from:

- (a) any breach of these Terms by customer or others on the Booking;
- (b) statements made by customer contrary to these Terms or supplier policies;
- (c) damages caused by customer or others on the Booking to suppliers or providers;
- (d) claims brought by others on the Booking;
- (e) chargebacks or payment disputes;
- (f) medical complications, injuries, treatment outcomes, or recovery issues associated with independent providers.

These obligations survive completion of travel and services.

Changes to These Terms

Tropical Treks may amend these Terms at any time and such amendments shall become binding upon notice to customer.

Responsibility of Tropical Treks

Tropical Treks coordinates services provided by independent third parties.

Tropical Treks exercises reasonable care in selecting suppliers but does not control or operate those suppliers.

Tropical Treks is not responsible for the acts, omissions, negligence, errors, delays, misconduct, malpractice, insolvency, or failures of independent suppliers.

Tropical Treks shall not be liable for injury, illness, death, emotional distress, dissatisfaction, delays, losses, or damages arising from supplier services.

Tropical Treks shall not be responsible for consequential or indirect damages, including lost income, missed events, emotional distress, missed procedures, or extended recovery costs.

Tropical Treks shall not be liable where customer or others on the Booking fail to obtain recommended insurance.

Limitation of Liability

The liability of Tropical Treks for any claim arising from its own acts, omissions, or negligence shall be limited to the total amount paid directly to Tropical Treks by customer relating to the Booking giving rise to the claim.

Force Majeure

Tropical Treks shall not be liable for any failure or delay in performance resulting from circumstances

beyond its control, including but not limited to:

- Natural disasters
- Extreme weather
- Pandemic or epidemic
- Government restrictions
- Border closures
- Civil unrest
- War or terrorism
- Labour disruptions
- Transportation interruptions
- Medical facility closures
- Supplier insolvency
- Utility or communication failures

Where a force majeure event occurs:

- Tropical Treks' obligations shall be suspended for the duration of the event.
- Funds paid to suppliers may not be recoverable.
- Tropical Treks shall not be required to refund amounts already paid to suppliers.
- Customer and others on the Booking shall remain responsible for additional costs incurred.

In all cases, Tropical Treks' liability arising from force majeure events shall not exceed amounts paid directly to Tropical Treks.

General Provisions

NOTICE

Notice may be provided in writing, by email, electronically, or by hand delivery and shall be effective upon acknowledgement by the receiving party.

PARTIAL VALIDITY

If any provision of these Terms is deemed invalid or unenforceable, the remaining provisions shall remain in full force and effect.

MODIFICATION

These Terms may be modified by Tropical Treks at any time.

GOVERNING LAW

These Terms shall be governed by and construed in accordance with the laws of the Province of Alberta.

FORUM FOR DISPUTES

The courts of the City of Edmonton, Alberta shall have exclusive jurisdiction over disputes arising from these Terms.

SUCCESSORS AND ASSIGNS

These Terms shall be binding upon and benefit the parties and their successors, assigns, administrators, and executors.

COMPLETE UNDERSTANDING

These Terms represent the complete agreement between customer and Tropical Treks with respect to the services arranged.

WAIVER

No waiver of any provision of these Terms shall constitute a waiver of any other provision or continuing waiver