



Framework agreement for ARA affiliate program

1. Purpose

This framework agreement sets the terms and conditions for intermediaries who recommend and connect ARA Tours to direct customers and therefore receive a commission from ARA Tours. The ARA Affiliate Program completely replaces all terms and conditions for intermediaries, which were agreed under the former name ARA Club.

2. Definition

Participants in the ARA Affiliate Program are intermediaries. Intermediaries are natural persons who convey customers (travelers, natural persons) to ARA Tours without further intermediaries. These include, in particular, bloggers, influencers, Costa Rica connoisseurs or foreigners living in Costa Rica who would like to convey their friends, family members or followers to ARA Tours. Intermediaries are neither tour operators nor travel agents. Intermediaries are called "Affiliates" from now.

3. Registration requirement

You must register at www.aratours.com/affiliates and accept this Framework Agreement online in order to become an Affiliate. Alternatively, Affiliates can also register by e-mail to travel@aratours.com and send the signed Framework Agreement to ARA Tours. Without registration, no commissions can be paid.

4. Commissions

The amount of the commission depends on the product type and the payment method of the customer:

Payment method:	Bank transfer	Credit Card
Programs with packaged Price/total Price: <ul style="list-style-type: none"> Guided seat-in roundtrips Individual and privately guided roundtrips Self-drive roundtrips (car & hotels) Costa Rica Pass Packages/Short roundtrips Individual itineraries with total price Car Rental <ul style="list-style-type: none"> Rental of the car 	8%	6%
Components with individually stated prices: <ul style="list-style-type: none"> Hotels (on accomodation rates only) Transfers with Interbus Privat transfers Airport transfers National flights Charter flights Excursions/Experiences 	5%	3%



Extras		
<ul style="list-style-type: none"> • Car rental insurances • Car rental extras (such as baby seats, GPS etc.) • Meals in hotels • Extras in hotels 	0%	0%

ARA Tours tries to sell packaged services with priority. Up to a total amount of USD 1'000 ARA Tours will recommend to the customer a payment by credit card and from USD 1'000 by bank transfer. However, the customer ultimately decides which products and which payment method he wants to choose, and the commission adjusts accordingly.

The final amount of the commission will therefore be announced only after full payment has been received from the customer and the affiliate is then entitled to invoice the commission.

5. When does a booking count for the ARA Affiliate Program?

In order for a booking to be made under the ARA Affiliate Program and a commission to be paid out, the client must have clearly arrived at ARA Tours through the mediation of the Affiliate. In particular the following customers do not run under the ARA Partner Program:

- Customers who first contacted ARA Tours directly
- Customers who have already traveled with ARA Tours before without the intermediation of the affiliate
- Customers who reach ARA Tours through another intermediary (for example: a tour operator or travel agency)

6. Booking process

The Affiliate can either advise the customer himself or delegate the consultation process to ARA Tours. In both cases, the Affiliate reports the following data to travel@aratours.com:

- First and last names of customers
- Travel date or desired travel period
- Contact information of the customer (e-mail, telephone)
- Information as to whether the commission will be invoiced by the Affiliate or passed on to the customer as a discount

ARA Tours then offers the customer a written proposal with all conditions. If the customer accepts, ARA Tours books the services, confirms them to the customer and issues the corresponding invoice to the customer.



7. Terms of payment

Invoices are generally due 45 days before the first service of ARA Tours. In exceptional cases, ARA Tours may require earlier prepayment depending on the service provider. The exact terms of payment will be communicated to the customer with the offer.

8. Cancellation conditions

If a confirmed booking is canceled by the customer, cancellation fees will apply. These cancellation conditions will be communicated to the customer with the offer. In the event of a total cancellation before the start of the journey, no commission will be paid to the Affiliate. If the customer only cancels parts of his journey, the commission will be paid on the remaining products, but not on any possible cancellation fees.

9. Payment of commissions

The following process applies:

- After reception of the full payment, ARA Tours will report the final amount of the commission to the Affiliate
- The Affiliate is then entitled to issue an invoice to ARA Tours (also see invoicing of commissions below), due 30 days after the first service of ARA Tours and indicating complete account information for the transfer
- ARA Tours transfers the commission to the indicated bank account. Any transfer fees will be charged to the Affiliate.
- The Affiliate can request to bundle commission payments in order to minimize transfer fees.

10. Invoicing of commissions

Affiliates residing in Costa Rica:

- Are obliged to issue an electronic invoice (factura electrónica) as a person or company to ARA Tours. Only exception: if the Affiliate's company is registered with the Costa Rican tax authorities under the "[Régimen de Tributación Simplificada](#)" and therefore exempted from the obligation to issue electronic invoices. In this case, an informal bill can be made.
- Payments can only be made to the biller's account and not to third-party accounts

Affiliates residing outside Costa Rica:

- Make an invoice as a person or company to ARA Tours (it does not have to be an electronic invoice)
- Payments can only be made to the biller's account and not to third-party accounts



11. Liability and jurisdiction

Affiliates are neither tour operators nor travel agents, they only recommend ARA Tours to the customer and receive a commission when a booking is made. At the moment of the definitive booking, a direct contract is concluded between the customer and ARA Tours. The legal responsibility for the fulfillment of the travel contract, the proper execution of the journey, the receipt of the travel price and the liability lies with ARA Agencia de Viajes Internacional S.A. (commercial name ARA Tours).

ARA Tours has a liability insurance policy with the state insurance company INS with a total coverage of USD 1 million per claim.

The exclusive place of jurisdiction is San José, Costa Rica

12. Information requirement

The Affiliate is obliged to inform the customer about the legal basis mentioned under point 11.

13. Change of individual conditions

ARA Tours reserves the right to make changes to individual conditions and processes at any time and to implement them for new bookings without adhering to deadlines

I accept this framework agreement:

First and Last Name:

Date:

Signature