

TERMS AND CONDITIONS

GENERAL USE OF WEBSITE AND ONLINE PURCHASE OF PRODUCTS

WELCOME TO THE RAFAEL ROJAS FINE ART PHOTOGRAPHY WEBSITE TERMS AND CONDITIONS FOR USE. THESE TERMS AND CONDITIONS APPLY TO THE USE OF THIS WEBSITE AT <http://www.essentialseeing.com>. BY ACCESSING THIS WEBSITE AND/OR PLACING AN ORDER, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.

USING THIS WEBSITE INDICATES THAT YOU ACCEPT THESE TERMS REGARDLESS OF WHETHER OR NOT YOU CHOOSE TO REGISTER WITH US OR ORDER FROM US.

The www.essentialseeing.com website is operated by Rafael Rojas Fuentes Fine Art Photography, a company registered in Switzerland, whose registered office is at Chemin de la Fontanettaz 12, 1009 Pully, Vaud.

Our company registration number is CH-550-1091654-4

We are registered for VAT with the number CHE-115.338.193

Our contact details are as follows:

Trading address:	Chemin de la Fontanettaz 12 1009 Pully Switzerland
General email:	info@essentialseeing.com
Telephone number:	+41797886930

1 - INTRODUCTION

1.1 - You will be able to access most areas of this Website without registering your details with us. Certain areas of this Website are only open to you if you register.

1.2 - We may revise these terms and conditions at any time by updating this posting. You should check this Website from time to time to review the then current terms and conditions, because they are binding on you. Certain provisions of these terms and conditions may be superseded by expressly designated legal notices or terms located on particular pages of this Website. If you do not wish to accept any new terms and conditions after we have given notice, you should not continue to use this Website.

2 - ORDERING FROM US

2.1 - You are deemed to place an order with us by ordering via our online checkout process. As part of our checkout process you will be given the opportunity to check your order and to correct any errors. We will send you an order acknowledgement, detailing the products you have ordered.

2.2 - Our acceptance of an order takes place when we despatch the order. We will send you a despatch confirmation by email. When we despatch the order the purchase contract will be made even if your payment has been processed immediately, unless we have notified you that we do not accept your order or you have cancelled your order.

2.3 - We may refuse to accept an order:

- (a) - where goods are not available;
- (b) - where we cannot obtain authorisation for your payment;
- (c) - if there has been a pricing or product description error; or
- (d) - if you do not meet any eligibility criteria set out in our terms and conditions.

3 - PRICING

3.1 - Our prices do not include VAT. VAT charges will appear at the checkout and will only be applied to customers of Switzerland if applicable.

3.2 - Where we charge separately for packing, carriage and insurance and other relevant charges, the appropriate rates are set out in our specified pricing structure shown elsewhere on this Website.

3.3 - Our prices are reviewed regularly.

4 - CANCELLATIONS AND RETURNS POLICY

In the case of products purchased on our website: Books, electronic books, Fine Prints (framed or unframed), audiovisual material:

4.1. - If you wish to cancel your order:

(a) - you can notify us by email to info@essentialseeing.com before we have dispatched the goods to you; or

(b) - where goods have already been dispatched to you, by returning goods to us in accordance with clause 4.2 below.

4.2. - You can return goods you have ordered from us for any reason at any time within 30 days of receipt for a full refund or exchange. The costs of returning goods to us shall be borne by you.

4.3. - Upon receipt of the goods we will give you a full refund of the amount paid or an exchange credit as required.

4.4. - The rights to return the goods to us as referred to in clause 4.3 will not apply in the following circumstances: -

- in the event that the product has been used

- to any products that we have made or customised specifically for you (including personalised frame and mat choices)

- to any downloadable products like electronic books or audiovisual material purchased from our website

The provisions of this clause 4.4 do not affect your statutory rights.

5 - LICENCE

5.1 - You are permitted to print and download extracts from this Website for your own use on the following basis:

(a) - no documents or related graphics on this Website are modified in any way;

(b) - no graphics on this Website are used separately from accompanying text; and

(c) - any of our copyright and trade mark notices and this permission notice appear in all copies.

5.2 - Unless otherwise stated, the copyright and other intellectual property rights in all material on this Website (including without limitation photographs and graphical images) are owned by us or our licensors. For the purposes of these terms and conditions, any use of extracts from this Website other than in accordance with clause 5.1 above for any purpose is prohibited. If you breach any of the terms in these terms and conditions, your permission to use this Website automatically terminates and you must immediately destroy any downloaded or printed extracts from this Website.

5.3 - Subject to clause 5.1, no part of this Website may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service without our prior written permission.

5.4 - Any rights not expressly granted in these terms are reserved.

6 - SERVICE ACCESS

6.1 - While we endeavour to ensure that this Website is normally available 24 hours a day, we will not be liable if for any reason this Website is unavailable at any time or for any period.

6.2 - Access to this Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond our control.

7 - VISITOR MATERIAL AND CONDUCT

7.1 - Other than personally identifiable information, which is covered under the Privacy Policy, any material you transmit or post to this Website will be considered non-confidential and non-proprietary.

7.2 - You are prohibited from posting or transmitting to or from this Website any material: (a) - that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience;

(b) - for which you have not obtained all necessary licences and/or approvals;

(c) - which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in Switzerland or any other country in the world; or

(d) - which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).

7.3 - You may not misuse the Website (including, without limitation, by hacking).

7.4 - We will fully co-operate with any law enforcement authorities or court order requesting or directing us to disclose the identity or locate anyone posting any material in breach of clauses 7.2 or 7.3.

8 - LINKS TO AND FROM OTHER WEBSITES

8.1 - Links to third party websites on this Website are provided solely for your convenience. If you use these links, you leave this Website. We have not reviewed all of these third party websites and do not control and are not responsible for these websites or their content or availability. We therefore do not endorse or make any representations about them, or any material found there, or any results that may be obtained from using them. If you decide to access any of the third party websites linked to this Website, you do so entirely at your own risk.

8.2 - If you would like to link to this Website, you may only do so on the basis that you link to, but do not replicate, the home page of this Website, and subject to the following conditions:

(a) - you do not remove, distort or otherwise alter the size or appearance of the Rafael Rojas Fine Art Photography logo;

(b) - you do not create a frame or any other browser or border environment around this Website;

(c) - you do not in any way imply that we are endorsing any products or services other than our own;

(d) - you do not misrepresent your relationship with us nor present any other false information about us;

(e) - you do not otherwise use any Rafael Rojas Fine Art Photography trademarks displayed on this Website without our express written permission;

(f) - you do not link from a website that is not owned by you; and

(g) - your website does not contain content that is distasteful, offensive or controversial, infringes any intellectual property rights or other rights of any other person or otherwise does not comply with all applicable laws and regulations.

We expressly reserve the right to revoke the right granted in this clause 8.2 for breach of these terms and to take any action we deem appropriate.

8.3 - You shall fully indemnify us for any loss or damage we or any of our group companies may suffer or incur as a result of your breach of clause 8.2.

9 - REGISTRATION

9.1 - Each registration is for a single user only. We do not permit you to share your user name and password with any other person nor with multiple users on a network.

9.2 - Responsibility for the security of any passwords issued rests with you and if you know or suspect that someone else knows your password, you should contact us immediately.

9.3 - We may suspend or cancel your registration immediately at our reasonable discretion or if you breach any of your obligations under these terms and conditions.

10 - DISCLAIMER

10.1 - While we endeavour to ensure that the information on this Website is correct, we do not warrant the accuracy and completeness of the material on this Website. We may make changes to the material on this Website, or to the products and prices described in it, at any time without notice. The material on this Website may be out of date, and we make no commitment to update such material.

10.2 - The material on this Website is provided "as is" without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, we provide you with this Website on the basis that we exclude all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which but for these terms and conditions might have effect in relation to this Website.

11 - LIABILITY

11.1 - We, any other party (whether or not involved in creating, producing, maintaining or delivering this Website), and any of our group companies and the officers, directors, employees,

shareholders or agents of any of them, exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise) in connection with this Website in any way or in connection with the use, inability to use or the results

of use of this Website, any websites linked to this Website or the material on such websites, including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing this Website or your downloading of any material from this Website or any websites linked to this Website.

11.2 - Nothing in these terms and conditions shall exclude or limit our liability for (i) death or personal injury caused by negligence; (ii) fraud; (iii) misrepresentation as to a fundamental matter; or (iv) any liability which cannot be excluded or limited under applicable law.

11.3 - If your use of material on this Website results in the need for servicing, repair or correction of equipment, software or data, you assume all costs thereof.

11.4 - You agree to indemnify us fully, defend and hold us, and our officers, directors, employees and agents, harmless from and against all claims, liability, damages, losses, costs (including reasonable legal fees) arising out of any breach of the terms and conditions by you, or your use of this Website, or the use by any other person using your registration details.

12 - GOVERNING LAW AND JURISDICTION

12.1 - These terms and conditions shall be governed by and construed in accordance with Swiss law. Disputes arising in connection with these terms and conditions shall be subject to the exclusive jurisdiction of the Swiss courts in the canton of Vaud.

12.2 - We do not warrant that materials/items for sale on the Website are appropriate or available for use outside Switzerland. It is prohibited to access the Website from territories where its contents are illegal or unlawful. If you access this Website from locations outside Switzerland, you do so at your own risk and you are responsible for compliance with local laws.

13 - MISCELLANEOUS

13.1 - You may not assign, sub-license or otherwise transfer any of your rights under these terms and conditions

13.2 - If any provision of these terms and conditions is found by any court of competent jurisdiction to be invalid, the invalidity of that provision will not affect the validity of the remaining provisions which shall continue to have full force and effect.

13.3 - Only the parties to these terms and conditions may seek to enforce them under the Contracts

TERMS AND CONDITIONS PHOTOGRAPHIC WORKSHOPS AND PHOTOGRAPHIC TRIPS

1. BOOKING

1.1 The preliminary information

The preliminary information is composed of the particular brochure for each of the Photo Trips or Workshops (if available), the information given on our website <http://www.essentialseeing.com> and these general conditions. It must be particularly noted that by signing up to any of our Workshops or Photo Trips the client fully adheres to the information and conditions contained in all the above mentioned documents. Rafael Rojas Photography reserves the right to modify certain information contained in the Workshops or Photo Trips documents if the circumstances make it necessary (transportation, lodging, meals provided, transport, tours, excursions and other services included in the package, etc ...), but always respecting the same quality level of the original expected services. In the rare cases where some changes are necessary, the client will be informed promptly by mail or e-mail.

1.2 The booking process

The booking process for all our workshops and Photo Trips takes place online on our website www.rafaelrojasphoto.com. If places are available, you will be able to proceed to the booking of one or several places. You will also receive the bank account information to proceed to the payment of the deposit and/or balance, by means of wire transfer. Only at the moment of reception of your payment your place will be considered booked. From the moment you submit the booking form, we will need to receive the payment within a week, otherwise your place might be lost. Once we receive your payment into our bank account, an automatic invoice will be sent to you by email, which will serve as an official confirmation of your place(s) being reserved. Please note that all bookings are made on a first come-first served basis. No booking will be guaranteed by

telephone. Only the online booking and down payment for the Workshop or Photo Trip will serve to secure a place.

Bookings can be made up to the day before the beginning of the Workshop or Photo Trip, within the limits of available places, provided that the workshop or Photo Trip has not been cancelled due to weather conditions, insufficient number of participants or any major cause (in which case the online booking will not be activated). Rafael Rojas Photography may admit minor with signed parental consent (parents release authorizing the participation of a minor).

2. PAYMENT

2.1 Workshops

In the case of workshops (1/2 day or 2 days), the full amount will need to be paid in order to secure the booking. The payment will need to be made by wire transfer into our bank account and received by Rafael Rojas Photography within a week after submitting the booking form through our website, otherwise your place might be lost. You will be informed with the payment information on our booking form.

2.2 Photo trips

In the case of photographic trips (photo-immersion or photo-adventure trips), the client will have the choice of paying a down payment at the moment of booking and the balance later on, or paying at once the full amount at the moment of booking. For each photo trip, you will be able to find the deposit amount in its details and in its corresponding booking form document.

In the case the client chooses to pay the down payment or deposit only to reserve the place, this will need to be made by wire transfer into our bank account and received by Rafael Rojas Photography within a week after submitting the booking form through our website. The full payment will need to be made at least 120 days prior to the departure date, otherwise the client might lose his place and with it the down-payment amount already paid.

As a client, you will have the possibility of accessing the section "my account" where you will be able to check your booking in any of our workshops or photo trips, download your booking form and download the invoices of the already paid amounts for workshops and photo trips. In order to reach your account, log in if you are not yet logged, and click on the link which will appear on the top right corner of the website in the welcome message, where your name will be displayed. Once inside your account, you will be able to see the tab "My workshops and Photo Trips". If you have booked a place for a workshop, photo trip or online course, here you will be able to see whether you still need to pay the balance.

2.1 Particular case of gift certificates

In the case where the client has a gift certificate issued by Rafael Rojas Photography, it can be used for full or partial payment of a Workshop or Photo Trip. Just introduce the e-code which comes with the Gift Certificate at the end of the booking form document, to update the amount which needs to be paid.

2.2 Payment System

Payments will be made by wire transfer into our bank account. You will be informed with the payment information when filling your booking form. Deposits and full payment of workshops will need to be received by Rafael Rojas Photography within a week after the booking form has been submitted. Only at the moment of reception of your payment your place will be officially booked. You will receive at this moment an electronic invoice by email, which will serve as confirmation of booking. Balance of photo trips will also be made by the client via wire transfer into our bank account, always at least 120 days prior to the departure date.

3. INSURANCE

All Workshop and Photo Trip participants must be in possession of Health and Accident insurance, including repatriation in case of foreign destinations and valid for the destination location and the period when the event will take place. A copy of this policy will be asked to the participants of all Photo Trips before departure. Not presenting it might entitle Rafael Rojas Photography to cancel the booking of a participant, who will lose any right of reimbursement or compensations for the cancelled place.

Furthermore, for our Photo Trips it is strongly recommended that our participants conclude a Cancellation insurance.

4. PRICE

- The prices applicable to the Workshops and Photo Trips are those appearing on the website www.rafaelrojasphoto.com site or on the brochures published by Rafael Rojas Photography.
- Prices are quoted per person in Swiss francs and VAT is usually included unless otherwise stated.
- Prices do not include the provision of photographic equipment (and other types of equipment needed such as camping and hiking materials, etc.).
- Due to currency fluctuations, or tours being advertised before the final costs for that year are known, it may be necessary to raise the prices of a Photo Trip at any time before final payment is due, if costs should increase beyond our control. An increase in the price shall not be sufficient grounds for any refund already paid for the tour nor is it accepted as a reason to cancel the trip.

5. MODIFICATIONS

5.1 Changes made by the client

- Before arrival time: If the client arrives early, it is his responsibility to meet the group at the determined place and time without penalizing the rest of the participants and the normal progress of the Workshop or Photo Trip.
- Late arrival: If the client arrives late, it is his responsibility to find the group at its expense without adversely affecting the normal progress of the Workshop or Photo Trip. No refunds for missed days will be made.
- Early Departure: In case of early departure, the customer will bear the associated costs (transportation, lodging, etc.). If early departure is due to sickness or accident, the client might make use of their (compulsory) insurance against sickness, accident and the eventual repatriation if necessary. Any participant leaving a Workshop or Photo Trip before its end will not be entitled to claim the refund of monies paid.

5.2 Changes made by Rafael Rojas Photography

Before the beginning of a Workshop-Photo Trip or while it is held, Rafael Rojas Photography might be, in the case of exceptional and unpredictable events, led to change or modify without notice parts of the itinerary or original plan, transport services and/or accommodation. In this situation, solutions will be provided which will guarantee equivalent quality and conditions to those originally expected if possible.

Rafael Rojas Photography is not responsible for adverse weather conditions that could affect the normal progress of a Workshop or Photo Trip. Consequently, Rafael Rojas Photography reserves the right to adapt / modify the itinerary / plan if weather conditions require such, rearranging itineraries and / or alternative activities.

No refund will be made for any unused services that are included in the price. In the unlikely event that the leader(s) of a Rafael Rojas Workshop or Photo Trip have to cancel due to ill health or for any other reason, we reserve the right to provide a substitute for the trip. This is no reason for a participant to cancel his/her booking.

6. CANCELLATIONS

6.1 Cancellation by the client

All cancellations must be received by Rafael Rojas Photography as soon as possible and always in written form (email or letter).

6.1.1 Workshops

In the event of a client cancellation, the following cancellation fees apply:

- 31 days or more before the date of departure: 0%
- 30 days or less before the date of departure: 100%

6.1.2 Photo Trips

In the event of a client cancellation, the following cancellation fees apply:

- 90 days or more before the date of departure: The deposit fee
- 89 to 61 days before the date of departure: 50% cancellation fee
- 60 days or less before the date of departure: 100% cancellation fee

If part of the payment was made with a gift certificate, and if the client is entitled in accordance with the conditions mentioned above to receive a rebate at least equal to the amount of the gift voucher, the voucher will be returned to its owner, and a cash refund will be made for the balance (if any).

6.2 Cancellation by Rafael Rojas Photography

If Rafael Rojas Photography should cancel a Workshop or Photo Trip for any reason whatsoever, the client will be notified in written form. In the exceptional case of a cancellation, Rafael Rojas Photography will refund the full amount the client will have paid and this refund will be the limit of Rafael Rojas Photography liability. Rafael Rojas Photography will not be responsible for any expenses incurred by participants in preparing for the tour, including non-refundable or penalty carrying airline tickets, special clothing, visa or passport fees, or other tour related expenses.

One of the reasons for which a Workshop or Photo Trip might be cancelled is due to an insufficient number of participants (see details given for each Workshop-Photo Trip). In the event of an insufficient number of participants you will be notified at least 10 days before the beginning of the Workshop and 8 weeks before the beginning of a Photo Trip. This would involve the cancellation and refund of any moneys the client will have paid. However, if all participants accept, the workshop or Photo Trip could be maintained at an extra cost calculated by Rafael Rojas Photography as a prorate of the number of participants.

In extreme adverse weather conditions, Rafael Rojas Photography reserves the right to postpone to a later date a workshop (but not a Photo Trip), in which case the participants obtain full right to cancel the workshop with no cancellation fees (but excluding the cancellation fees corresponding to accommodation, which will depend on the particular conditions of the establishments where overnight accommodation was to be held during the workshop) or cancel the workshop or Photo Trip definitively.

7. DISCLAIMER

7.1 Liability of Participants

All participants in Rafael Rojas Photography Workshops and Photo Trips should be aware that by taking part in a Workshop or Photo Trip they can run certain risks related to travel, transportation, outdoor activities, eventual remoteness of medical facilities, etc. They assume all risks (injuries, property damage, death, medical expenses, repatriation expenses, transportation costs for abandonment of the workshop, economic losses, etc.), and hereby release Rafael Rojas Photography and hold it free from any and all liability, actions, causes of actions, debts, claims, and demands of every kind and nature in connection with their participation in any Workshop or Photo Trip arranged by Rafael Rojas Photography. The terms hereof shall serve as a release and assumption of all risk for the client, his/her heirs, executors and administrators, and for all members of the client's family.

When booking a Workshop or Photo Trip with Rafael Rojas Photography, all clients automatically agree to have read, understood and accepted these Terms and Conditions, which constitute a binding contract between Rafael Rojas Photography and the client. Also, the client agrees to have reviewed the preliminary information given by Rafael Rojas Photography concerning the particular Workshop or Photo Trip, have correctly prepared himself/herself and arrive at the meeting point of the Workshop or Photo Trip with the necessary equipment indicated. Rafael Rojas Photography will not take any responsibility for clients who are inadequately prepared physically and / or equipment-wise, in which case the clients may be refused to join the event and lose any right of reimbursement.

All participants are financially liable for property and personal damage, even accidental, caused to third persons or property, including those owned by Rafael Rojas Photography. The participants are strongly advised to make provisions for these eventual events by arranging insurance for civil responsibility (or similar). Each participant is responsible for himself / herself and his / her own material / equipment. Rafael Rojas Photography assumes no liability for any loss, damage or theft of luggage, clothing, photographic equipment or personal items of its clients, which should remain under supervision of the client for the duration of the Workshop or Photo Trip.

Participants should be in reasonable health and supply their own medication for any medical conditions they may have. Any special dietary problems, illnesses, physical or mental impairments or phobias must be disclosed in writing when confirming a booking. Special requirements can generally be accommodated, but this may involve a surcharge on the prices.

7.2 Liability of Rafael Rojas Photography

Rafael Rojas Photography is responsible for doing its utmost to guarantee that the progress of Workshops and Photo Trips takes place as expected according to the information given in the preliminary information, and to maximize the learning and travel experience of its clients. However, Rafael Rojas Photography will not assume responsibility for services that are beyond its control, such as lifts, huts, mountain cabins, hotels, restaurants, tented camps, exterior suppliers, airlines and transportation companies. Under no circumstances will Rafael

Rojas Photography be liable for additional costs, loss, damage or personal injury, death, economic losses and delays caused by third party agencies or companies, if not directly related to negligence by Rafael Rojas Photography itself.

Rafael Rojas Photography cannot be held responsible for incidents or events unforeseeable and external to Rafael Rojas Photography during the workshop or Photo Trip such as war, political unrest, strikes, incidents caused by terrorist activity, natural or nuclear accidents, evacuations, maintenance problems of means of transportation, schedule changes, fires, technical problems beyond the control of Rafael Rojas Photography, airspace congestion, bad weather, safety measures, failure, etc. causing delays and / or changes in itinerary, for which the client will bear any additional costs associated with such events (but not those relating to the provision of the original contractual benefits or agreed to replace them).

Rafael Rojas Photography is not responsible for adverse weather conditions that could affect the good progress of a Workshop or Photo Trip. Rafael Rojas Photography reserves the right to modify the program schedule / plan if weather conditions require so, arranging alternative itineraries and / or activities. In these circumstances, no refund will be granted (partial or total) to the participants. In extreme cases of adverse weather, and to ensure the safety of participants, Rafael Rojas Photography reserves the right to postpone to a later date or cancel a Workshop and to cancel a Photo Trip permanently. In both situations mentioned, all participants will be reimbursed with the totality of the paid amount, but excluding the cancellation fees corresponding to accommodation, which will depend on the particular conditions of the establishments where overnight accommodation was to be held during the Workshop / Photo Trip.

9. PRIVACY POLICY

Rafael Rojas Photography commits to respect the legislation on protection of personal data and commits not to provide, in any form or condition, this information to other organizations or companies. Rafael Rojas Photography is committed, also, to adopt the necessary security measures to ensure the protection of clients' personal data against possible misuse or against unauthorized access.

9. EXCLUSIVITY

Participants are not allowed to organize, host, promote or sell photo trips, tours or workshops to locations they visited with Rafael Rojas Photography, within 5 years of joining a trip. In case of violation, a penalty of 30.000 CHF per year is applicable.

10. APPLIABLE LAW

These General Conditions are subjected to Swiss law, with jurisdiction in Lausanne

