



EL LUGAR
C O S T A R I C A
— RESORT —

Terms & Conditions

El-Lugar website

Our Project – Ticket Sale – Investments – El Lugar Visits

1. About Our Website

We, Proyectos Acceso PROA S.A., Calle 77/2, Curridabat, 11801 San José, Costa Rica (the “Company”) are a project company that is developing a hotel project in Costa Rica. Our current purpose of this website is

- a. to keep our future customers updated and informed;
- b. sell vouchers (tickets) at a reduced price for hotel rooms;
- c. organize tours to visit the property in Costa Rica, and
- d. information about possible investments

2. Copyright

Any content of this homepage, the videos, pictures, slogans and ideas (the “Content”) is protected by the copyright of the Company. It is not allowed to use any Content without prior written approval of the Company.

3. Our Project

El-Lugar is a hotel project that intends to show the world that building a profitable and sustainable business goes in line with honoring nature and building in communion with earth, rather than destroying or fighting against it. We desire to keep everyone updated and informed and do not want to spam you with e-mails Please feel free to unsubscribe at anytime.

4. Our Vouchers - Ticket Sales

Buying a ticket through the EL Lugar website will generate a voucher that is valid for 3 nights at El Lugar once it is open and in operation.

4.1. How many nights at el Lugar does my ticket include?

3 nights

4.2. How many tickets can I buy?

As many as you want

4.3. How long is the ticket valid?

It does not expire

4.4. For what room category is the ticket valid?

The ticket is only valid for a standard room

4.5. Is breakfast included?

Yes

4.6. How many guests does one ticket include?

Each ticket is valid for 1 standard double room. Basically 2 people fit in one room and couples and families usually share rooms.

4.7. Can I share my ticket room with a friend that is neither partner nor family?

The idea of the tickets is to take an action that creates a different future for you. The idea of our tickets is not to save money, get everything as cheap as possible and become a cheap scout. And, it's very kind of you to invite a friend, share your room and give them that gift.

4.8. Is breakfast included for 2 people who share?

Breakfast surplus for the 2nd in room will be charged at the rate of the hotel

4.9. Can I split one ticket and just use 1 night and keep the rest for later?

No, you have to use 1 ticket per reservation

4.10. Can I sell my ticket to someone else?

Yes, but only for the price you paid. After you sold it you have to give us the name and e-mail address of the buyer to update the database

4.11. Can I gift my ticket to someone else?

Yes, after you gifted the ticket, you have to give us the name and e-mail address of the buyer to update the database

4.12. How do I use my ticket?

Our reservation system will be available in March 2021. Please make a reservation for a standard room through our website and click the box "I will use my ticket". The reservation you make in order to use your ticket has to be at least 3 nights.

4.13. Can I reserve longer than 3 nights if I only have 1 ticket?

Yes, if you reserve for more than 3 nights and you have one ticket, we will add your ticket to the reservation and 3 nights will be taken off your final bill.

4.14. Can I book a higher category?

Yes, if you are willing to pay the price difference from standard to the higher category. The upgrade fee will be charged to your room.

4.15. Can I change room in case I don't want to pay the upgrade?

Yes, if you want to stay in a standard room using a ticket and then move to a junior suite, just make 2 separate reservations and change room on day 3!

4.16. Can I cancel my ticket?

No, but El Lugar will buy it back for 50%. Please contact us and we will send you the money and buy you out. But remember, you can sell it or gift it! See sections 4.10. and 4.11.

4.17. Opening Date of EL Lugar

El Lugar tickets can be used as soon as El Lugar is able to receive guests. There is no open date set yet, we are looking at March 2021

4.18. The Soft Opening

El Lugar ticket owners will also be invited to be part of the soft opening. The soft opening is the period where the El Lugar staff practices the daily operation, all technical equipment is tested “live” and guests will be asked for feedback. You will be one of the first guests that will stay at El Lugar, but you will also be used as “test dummy”. So please do not expect anything to be perfect. The soft opening is designed to test the systems, practice the workflows and finding out about everything that can be improved or changed. Reclamations will not be possible during soft opening. If you choose to stay with us during soft opening, you waive your rights to claim reclamations for whatever kind of warranty or lack of service or functionality of any equipment, service or activity.

5. Trips to El Lugar

- 5.1. The trips to El Lugar are a contribution to the people who work for us on site. Their families cook for us, they have the possibility to show us their work and all our guests have the possibility to explore the beauty of the land.
- 5.2. The fee for the trip includes the hard costs of the entire organization from Bus pick-up to lunch and activities until delivery to your hotel in San Jose
- 5.3. All transportation is with a bus; Private car transportation can be booked at extra cost

6. Liability Waiver for El Lugar Visits

- 6.1. El Lugar events ("Events") include, but are not limited to activities organized through Facebook, Instagram, personal announcements and our website.
- 6.2. These Events include hiking, horseback riding, helicopter rides, eating homemade food prepared by Costa Rican families, swimming in natural rivers, and other Indoor/outdoor adventure activities on the property El-Lugar, an area with poisoning snakes and other dangerous insects and animals. This section refers to all participants ("Attendees") of Events, adults or children, and including all pets. Whether or not an Attendee is an Investor or a member of the “Friends of El Lugar Club”, by attending any of the Events all Attendees hereby affirm acknowledge and agree to the following:
 - 6.2.1. Attendees understand that during their participation in any Events they may be exposed to a variety of hazards and risks, foreseen or unforeseen, which are inherent in each Event and cannot be eliminated without destroying the unique character of the Event. They agree to not walk alone in high grass and instruct their children accordingly. These inherent risks include, but are not limited to, property loss or damage, getting personally lost, falling off a horse, food or other allergies or insect bites; getting trapped or separated from the group, and the dangers of serious personal injury and death (“Injuries and Damages”) from exposure to the hazards of our activities. Attendees know that Injuries and

Damages can occur by natural causes, equipment failure or activities of other persons, animals, especially horses, snakes and spiders, insects, plants, our surroundings, group members, Event leaders, organizers and assistants or third parties, either as a result of negligence or because of other reasons.

6.2.2. Attendees understand that risks of such Injuries and Damages are involved in outdoor activity such as horseback riding, sitting on the back of a trailer, helicopter rides or just walking in the grass in nature and appreciate that they may have to exercise extra care for their own person and for others around them in the face of such hazards. They further understand that on any Event there may not be rescue or medical facilities or expertise necessary to deal with the Injuries and Damages to which they may be exposed.

6.2.3. Therefore, in consideration for participating in Events, to the fullest extent allowed by law, Attendees agree to WAIVE, DISCHARGE CLAIMS, AND RELEASE FROM LIABILITY the organizers, leaders, volunteers and members of the group from any and all liability on account of, or in any way resulting from Injuries and Damages, even if caused by negligence, in any way connected with our Events. Attendees further agree to HOLD HARMLESS the organizers, leaders, volunteers and members of our group from any claims, damages, injuries or losses caused by their own negligence while a participant on the Event. Attendees understand and intend that this assumption of risk and release is binding upon their heirs, executors, administrators and assigns, and includes any minors or pets accompanying them on the Events. All Attendees have read this document in its entirety and freely and voluntarily assume all risks of such Injuries and Damages and notwithstanding such risks, agree to participate in the Events they attend under these terms.

7. Investment opportunities – WAIVER OF LIABILITY

7.1. High Risk Investment

Our Website and all investment possibilities are for information and illustrative purposes only and do not purport to show actual results. It is not, and should not be regarded as investment advice or as a recommendation. Investing in El Lugar is your own choice based on your own knowing. Any El Lugar investment – share time, investor or lender - is considered a high-risk investment and investors should only consider it if they do not suffer severe financial damage in case of a total loss. We are creating EL Lugar in communion with earth and follow the energy of the land. We might not open on the day we expect, if the land requires it. It is recommended that people who will use their return on investment for covering their living expenses are not becoming an investor since we do not know yet when the first payments will be made. Any form of liability for losses – even in case of a total loss – is therefore explicitly excluded and cannot be claimed.

7.2. Waiver of Claims and Warranties

THE USER AND/OR VISITOR, INVESTOR AND/OR LENDER (the “USER”) HEREBY REALEASES THE COMPANY FROM ANY AND ALL CLAIMS OF ANY AND ALL WARRANTY OBLIGATIONS, EXPRESS OR IMPLIED. THE USER FURTHER WAIVES THE RIGHT TO SUE THE COMPANY FOR CLAIMS ARISING OUT OF ALL

GENERAL LAWS APPLICABLE. THE COMPANY MAKES NO EXPRESS WARRANTIES ABOUT ANY OF THE INFORMATION OR ADVICE CONTAINED IN THE EL LUGAR WEBSITE, IN PRESENTATIONS OR COURSES RUN BY THE COMPANY AND/OR ANYWHERE ELSE UNDER THE CONTROL OF THE COMPANY.

8. Governing Law and Jurisdiction

Any dispute arising out of a contractual relationship with the Company shall be filed with the relevant court being competent for San José, Cost Rica if consumer protection acts worldwide allow for it; otherwise it is the place of residence of the consumer.

9. Liability

Any and all liability for any damage what so ever is herewith excluded to the extent that European consumer protection act allows such exclusion and/ore waiver