

TERMS AND CONDITIONS

What is your desire? Personal Travelling

Last Updated: August 29, 2026

1. About the Agency

These Terms and Conditions govern the provision of Personal Travel services by **CLARISSA PEREIRA DA SILVA**, registered under Brazilian CNPJ No. **68.715.343/0001-76** (also registered with CADASTUR under the same number), operating under the trade name "**What is your desire? Personal Travelling**" (hereinafter referred to as the "**Agency**").

By purchasing or engaging any of the Agency's services, the Client acknowledges that they have read, understood, and fully agreed to these Terms and Conditions.

These Terms shall be governed, where applicable, by the **Brazilian Consumer Protection Code (Codigo de Defesa do Consumidor - Law No. 8,078/1990)**.

2. Nature of the Services

The Agency acts exclusively as a **travel consultant and intermediary**, providing travel planning, research, curation, and itinerary organization services.

The Agency is not a tour operator, ticket-issuing agency, airline, accommodation provider, transportation provider, or direct provider of any transportation, accommodation, tours, attractions, entertainment, or other third-party services recommended or included in an itinerary.

3. Service Options

3.1. Customized Itinerary - Travel Consulting

The Client receives a detailed, day-by-day itinerary tailored to the Client's profile, budget, travel dates, preferences, and other information provided during the initial briefing.

Unless otherwise agreed in writing, bookings and purchases of flights, accommodation, travel insurance, tickets, and other travel-related services are not included and remain the Client's responsibility.

3.2. Pre-Arranged Itinerary - Fixed Package

The Agency may offer pre-arranged travel packages at a fixed price communicated to the Client in advance. Each package includes only the items expressly specified in writing before payment. Depending on the particular package, these may or may not include flights, travel insurance, meals, accommodation, activities, or other travel-related services.

3.3. Availability Subject to Confirmation

For Pre-Arranged Itineraries, quoted prices and availability are not guaranteed until the booking has been confirmed and full payment has been received.

If any quoted item becomes unavailable before confirmation, the Agency will propose a reasonably equivalent alternative. Such substitution shall not, by itself, constitute a breach of contract.

The total price, service option selected, and all items included or excluded from each booking will be specified individually in the Client's proposal and/or contract. Those specific terms shall prevail over any general pricing or service information contained in these Terms and Conditions.

4. Delivery Time

The final itinerary will be delivered within **15 (fifteen) business days** from the date on which both the initial payment has been confirmed and the Agency has received all information required to prepare the itinerary.

Any delay by the Client in responding to requests from the Agency, including requests for forms, documents, information, or confirmations, will suspend the delivery period for the corresponding length of the delay.

5. Payment Terms

Payment schedule: 50% of the total amount is due upon engagement of the Agency's services as an initial deposit. The remaining 50% must be paid by the final delivery of the service or by the payment deadline specified in the proposal, whichever occurs first.

Payment methods: Payment may be made via **Pix or credit/debit card**. Card payments may be subject to additional fees charged by the relevant payment processor.

Late payment: In the event of late payment, the Agency may suspend delivery of the service until all outstanding amounts have been paid. Late amounts will also be subject to a **2% penalty and default interest of 1% per month**, pursuant to Article 52, paragraph 1 of the Brazilian Consumer Protection Code.

Items not included: Unless expressly stated otherwise, fees paid to the Agency do not include flights, accommodation, insurance, admission tickets, or any other item not specifically identified as included. Such items must be paid directly by the Client to the relevant third-party providers.

6. Right of Withdrawal

Because the services are contracted remotely through the internet, pursuant to **Article 49 of the Brazilian Consumer Protection Code**, the Client may withdraw from the contract within **7 (seven) calendar days**, counted from the date of signing the contract or payment of the initial deposit, whichever occurs later.

In such circumstances, all amounts paid will be refunded in full, subject to applicable monetary adjustment, within **10 (ten) business days** following notification of the withdrawal.

Once the 7-day withdrawal period has expired without the Client exercising this right - or if the Client requests that the Agency begin providing the services immediately during this period - the cancellation policy set forth in **Section 8** will apply.

7. Revisions and Changes

Complimentary revision: The Client is entitled to **one (1) complimentary round of revisions**, which must be requested within **7 (seven) calendar days** following delivery of the material.

Additional changes: Substantial changes - including changes to the destination, travel dates, number of travelers, or significant restructuring of the itinerary - requested after approval of the delivered itinerary or beyond the complimentary revision round may be subject to an additional fee. Any such fee will be communicated to and agreed with the Client in advance.

Rescheduling: Rescheduling may be requested but will be subject to availability from the relevant third-party providers. Rescheduling fees imposed by those providers may also apply.

8. Cancellation and Refund Policy

Cancellation by the Client after the withdrawal period: If the Client cancels after the statutory withdrawal period described in Section 6, a compensatory cancellation fee equal to **25% of the total contract value** will apply in consideration of research, curation, and planning work already performed by the Agency.

The remaining balance of **75%** will be refunded within **10 (ten) business days**, subject to the deductions described below.

Expenses already committed to third-party providers: Any demonstrably non-refundable amounts already paid or reserved with third-party providers on behalf of the Client will also be deducted from the refund. Such non-refundable expenses may be deducted even if, when combined with the 25% cancellation fee, the total deduction exceeds 25% of the contract value. In all cases, deductions shall be limited to the total amount actually paid by the Client.

Cancellation by the Agency: If, for a justified reason, the Agency is unable to complete the service before performance has commenced, the amount paid by the Client will be refunded in full, less any expenses demonstrably already incurred with third-party providers.

Important: Where unforeseen circumstances beyond the Agency's control occur - including weather conditions, flight cancellations, strikes, supplier insolvency, or similar events - the provisions regarding Force Majeure and Events Beyond the Agency's Control will apply. In such circumstances, the Agency will not be responsible for providing a refund, without prejudice to the Client's applicable consumer rights concerning defects in the Agency's own services.

9. Service Defects and Consumer Rights

Pursuant to Articles **20 and 35 of the Brazilian Consumer Protection Code**, where the service provided by the Agency contains a quality defect resulting from the Agency's own failure, the Client may choose, as applicable, to request:

- performance of the service again at no additional cost;
- reimbursement of the amount paid, subject to applicable monetary adjustment; or
- a proportional reduction in the price.

These remedies do not apply to circumstances caused exclusively by third parties, events of force majeure or circumstances beyond the Agency's control, nor do they apply solely because of personal preferences or subjective dissatisfaction with recommendations, provided that those recommendations were reasonably consistent with the profile, budget, and preferences communicated by the Client.

10. Force Majeure and Events Beyond the Agency's Control

Pursuant to Article 14, paragraph 3 of the Brazilian Consumer Protection Code, the Agency shall not be responsible for events caused exclusively by third parties or by force majeure or other circumstances beyond its reasonable control.

- adverse weather conditions;
- strikes, protests, or demonstrations;
- cancellations, delays, or overbooking by third-party providers;
- insolvency, bankruptcy, or non-performance by suppliers;
- pandemics or epidemics;
- governmental decisions or restrictions;
- border closures or visa restrictions;
- acts of terrorism, war, or political instability; and
- technical or operational problems affecting airlines, transportation companies, or other providers.

In such circumstances, the Agency will not be responsible for refunds, damages, indemnification, or compensation arising from the affected third-party services.

The Client should seek any applicable refund, compensation, or assistance directly from the relevant supplier, insurer, and/or travel insurance provider. Nothing in this provision prevents the Client from pursuing any rights they may have directly against the third party responsible for the loss or damage.

The Agency's responsibility is limited to preparing the itinerary and providing the recommendations contained within it based on information reasonably available at the time of research. The Agency is not responsible for the actual performance or delivery of services provided by third parties.

11. Client Responsibilities

Travel documentation: The Client is solely responsible for ensuring that they possess all valid and required travel documents, including passports, visas, vaccination certificates, permits, and any other documentation required for the trip.

Travel insurance: Travel insurance is mandatory and must be obtained by the Client. The Agency may recommend that the Client obtain appropriate insurance but does not act as an insurance intermediary, does not purchase insurance on the Client's behalf, and is not responsible for the scope of coverage, claims process, exclusions, or performance of any insurance policy.

Accuracy of information: The Client must provide accurate and complete information. The Agency shall not be responsible for losses resulting from inaccurate, incomplete, or outdated information supplied by the Client.

Response times: The Client agrees to respond to requests from the Agency within a reasonable period. Delays in responding may affect the agreed delivery schedule.

12. Price and Availability Changes

Prices for flights, accommodation, attractions, and other travel services are dynamic and may change without prior notice according to market conditions and availability until the relevant purchase or booking has been completed and confirmed.

Any quotations provided before confirmation are for reference purposes only and do not constitute a guarantee of future pricing or availability.

13. Intellectual Property

All itineraries, materials, documents, recommendations, and other content created by the Agency are provided solely for the Client's personal and non-transferable use.

The Client may not reproduce, resell, commercially distribute, publish for commercial purposes, assign, or otherwise provide such materials to third parties without the Agency's prior written authorization.

14. Privacy and Data Protection - LGPD

Personal data provided by the Client - including documents, contact details, payment information, and travel preferences - will be used exclusively for purposes related to quotations, itinerary organization, and the completion of bookings, in accordance with **Brazilian Law No. 13,709/2018 (Lei Geral de Protecao de Dados - LGPD)**.

The Client may, at any time and subject to applicable law, request confirmation regarding the processing of their personal data, correction of their data, data portability, or deletion of their data.

Certain information may nevertheless be retained where storage is required or permitted by applicable law.

15. Communications

Communications between the Client and the Agency will primarily take place via **email and/or WhatsApp**.

The Client is responsible for ensuring that their contact details remain accurate, active, and accessible throughout the provision of the services.

16. Use of Images and Testimonials

The Client may authorize the Agency to use testimonials, reviews, or photographs relating to their experience with the contracted itinerary for promotional purposes, including publication on social media and in marketing materials, provided that sensitive personal data is appropriately protected.

This authorization is **optional** and may be withdrawn at any time without charge and without affecting the services provided to the Client.

17. General Provisions

These Terms and Conditions constitute the entire agreement between the parties regarding the services covered herein and supersede any prior verbal understandings relating to those services.

Any amendment or modification will only be valid if made in writing.

These Terms and Conditions are governed, where applicable, by the **Brazilian Consumer Protection Code (Codigo de Defesa do Consumidor)**. Any provision that unlawfully restricts the Client's fundamental consumer

rights or is incompatible with good faith or fairness shall be deemed invalid to the extent required by applicable law.

Any questions, disputes, or legal proceedings arising from these Terms and Conditions shall be submitted to the competent court of the **Client's domicile**, pursuant to Article 101(I) of the Brazilian Consumer Protection Code.

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