



WWW.CUBATRAVELSERVICES.COM

Terms and Conditions

Cuba Travel Services (CTS) Registration and Program Deposits and Payments:

Tour Registration and Payment: A minimum \$300.00 non-refundable deposit is required at the time of registration. The remaining balance of the tour will be due 65 calendar days prior to departure. Our registration process can be completed online or by contacting one of our agents during regular business hours. In the event the final tour payment is not received prior to the due date, the program registration is subject to cancellation and loss of deposit. If your booking is made within 65 days of travel, the full amount will be due at the time of booking.

Flights to Cuba: Round-trip airfare from Miami to Cuba is included in the program cost for the following tours; Coast & Countryside, Colonial Cuba & the Capital, Colors of Cuba, Iconic Havana and The Heartland and the Sea. Please check with your booking agent regarding airfare for all other programs not listed above.

Your airline ticket is a contract between you and the air carrier. CTS is not responsible if the airline changes the schedule, delays the flight or cancels the flight for any reason. Please refer to the airline for specific rules and regulations. Prices are subject to change without notice, due to government taxes, fees, seasonality, etc. Customer Travelers are subject to airline's baggage policy. Customer is responsible for checked bag fees. Please refer to airline's website for updated information on baggage policy. Pricing is only guaranteed once full payment has been received. Complete documents such as travel forms and passport copies are required to issue airline tickets. **Tickets are non-refundable once issued.**

Domestic and/or international flights should not be booked until the departure is guaranteed.

Definite Departure Dates: Tours will be guaranteed once the minimum number of guests have booked. Tours will be guaranteed no later than 65 days prior to departure. If the minimum number of guests is not met to guarantee the departure, CTS will provide a full refund.

Cancellation Policy and Fees: If Traveler cancels for any reason, he or she must notify CTS in writing. The cancellation will be effective upon CTS receipt of the written notification to tourcancellation@cubatourplanner.com. For cancellations received 65 or more days prior to commencement of CTS's services, \$300.00 per person non-refundable deposit will be retained. For any other cancellations received, the following per person cancellation fees apply:

All Fees indicated are per person:

- 64 to 30 days prior to departure date – 40 % of program cost
- 29 to 15 days prior to departure date – 50 % of program cost
- 14 to 07 days prior to departure date – 75 % of program cost
- 06 to 00 days prior to departure date – 100% of program cost
- Airline tickets are non-refundable once issued

Land Revision Fees

A fee of \$50.00 per transaction will be charged for any alteration or revision made to a confirmed itinerary. A fee of \$100 per person will be charged for any name changes. Name changes will not be allowed within 14 days of departure and regular cancellation fees will apply.

Air Revision Fees

Any request to change confirmed air reservations are subject to airline's penalties, plus a handling fee of \$50.00 per transaction. A fee of \$150 per person will be charged for any name changes or name corrections, plus airline's penalties (if applicable). Name changes will not be allowed within 14 days of departure and regular cancellation fees will apply.

Trip Cancellation and Program Refunds: CTS reserves the right, in its sole discretion, to reject an individual at any time prior to departure, or to cancel the CTS PROGRAM in which a traveler is scheduled to participate. In the unlikely event of such a cancellation by CTS, or if a traveler has been rejected, the total amount paid to CTS (less airfare) will be refunded, unless the cancellation is due to non-payment of the PROGRAM fee and/or Flight Package by the PROGRAM fee's due date or is due to governmental action beyond CTS's control, in which case the amount refunded will be reduced to the extent CTS has incurred expenses in organizing the PROGRAM. Other than such a refund, CTS will not be responsible to a traveler for any other refund, costs, interest, liability or damages of any kind.

Insurance: Cuba Travel Services strongly recommends you purchase Trip Cancellation/Trip Interruption Insurance. This additional insurance can protect you against penalties. Customer Travelers shall verify if commercial scheduled airfare is inclusive of required Cuban medical insurance. CTS shall have no responsibility or obligation with respect to such requirements or insurance.

Passports and Travel Visas: All travelers are required to have a passport valid for six months after the return from Cuba. All foreign passport holders and U.S. residents are solely responsible for their legal immigration status and their ability to return into the United States. CTS cannot be held liable for anyone who is refused service by the Carrier Service Provider or entry into Cuba because of a restricted U.S. visa or Passport or denial of a visa by the Cuban government. If a traveler is denied entry into Cuba for any immigration issue, all cancellation terms and conditions apply. In the event a traveler is refused entry to Cuba because of visa or passport issues or denial of a visa by the Cuban government, all applicable cancellation penalties may apply.

Visa/Tourist Card: The cost of the Visa/Tourist Card is included in some of our packages. Please check with your booking agent. If the Visa/Tourist Card is not included in the tour package, please visit our website <https://cubavisaservices.com> to purchase your Visa/Tourist Card.

Cuban Born Travelers: If a traveler is born in Cuba, they should contact Cuba Travel Services at 1-800-963-2822 a minimum of 12 weeks prior to departure date for information on entry requirements, even if they are a US Citizen.

Program Adjustments and Changes: Although CTS works diligently to operate the program as listed in our promotional material, due to the nature of the activities which often involve interactions with individuals, circumstances beyond our control may require us to deviate from the itinerary. CTS reserves the right to modify any program and if a traveler cancels due to these changes, all cancellation terms and conditions apply. CTS may substitute hotels at any time if they deem the change is in the best interest of the travelers or is due to circumstances beyond CTS's control. Certain visits, including but not limited to visits to museums or certain projects, may be disrupted due to local religious or state holidays, as well as other unforeseen activities.

Baggage While Traveling: Though CTS makes every effort to ensure the proper handling of your luggage while on tour, CTS is not responsible for loss, damage or breakage of your luggage, including theft or wear and tear caused during group handling. Also refer to airline luggage policies for checked bags as well as loss or damage if it were to occur.

Travelers Requiring Assistance: Any travelers with disabilities or special needs must report their medical condition to CTS at time of booking. CTS will make every effort in order to ensure the participation of the traveler, but do note that none of its employees or suppliers can assist passengers while on tour, and activities planned on the program may not always allow accessibility for travelers with disabilities. All travelers that need special assistance are required to travel with a qualified companion who can accommodate their special needs. Please note that ADA rules do not apply outside of the United States.

Website Terms of Use: Thank you for visiting Cuba Travel Services' website www.cubatravelservices.com, www.cubavisaservices.com, www.cubatourplanner.com, www.cubaluxuryyacht.com (this "Site").

Your use of this Site and the information, content and services available through this Site are subject to the following terms and conditions (these "Terms") of Cuba Travel Services, Inc., a California corporation ("CTS"). CTS offers to you the services made available on this Site upon the condition of your acceptance of these Terms. These Terms may be updated by CTS from time to time without notice to you.

By accessing this Site or using this Site for booking travel or otherwise, or contacting CTS call centers, you accept and agree to be bound by these Terms. Further, your continued use of this Site is your acceptance of any changes and modifications to these Terms. If you do not agree to any of these Terms, please do not use the Site for any reason.

Use of the Website: As a condition of your use of this Website, you warrant that:

1. You are at least 18 years of age;
2. You possess the legal authority to create a binding legal obligation;
3. You will use this Website in accordance with these Terms of Use;
4. You will only use this Website to make legitimate reservations for you or for another person for whom you are legally authorized to act;
5. You will inform such other persons about the Terms of Use that apply to the reservations you have made on their behalf, including all rules and restrictions applicable thereto;
6. All information supplied by you on this Website is true, accurate, current and complete; and
7. If you have a CTS account, you will safeguard your account information and will supervise and be completely responsible for any use of your account by you and anyone other than you.

We retain the right at our sole discretion to deny access to anyone to this Website and the services we offer, at any time and for any reason, including, but not limited to, for violation of these Terms of Use.

Limitation on Actions: (a) All claims for refunds, credits, losses or otherwise by Customer against CTS relating to hotel accommodations, must satisfy both of the following conditions: (i) a report of the incident shall have been made in writing and received by the hotel or tour guide (as applicable) during the stay giving rise to the claim, and (ii) the claim shall have been made in writing and received by CTS within seven (7) calendar days after the completion of the trip giving rise to the claim. (b) All claims for refunds, credits, losses or otherwise by Customer against CTS relating to matters other than hotel accommodations, shall have been made in writing and received by CTS within seven (7) calendar days after the completion of the trip giving rise to a claim. (c) Notwithstanding applicable statute of limitations, all suits against CTS relating to the Services must be filed and properly served on CTS, within one (1) year from the date of event giving rise to the action. (d) The failure of Customer to timely make a report or claim, or file suit will be a complete defense to any suit or action commenced by Customer relating to the Services. Further, the failure of Customer to timely make a report or claim will be a complete defense to Customer's refusal to pay for any of the Services, including, without limitation, disputing credit card charges for the same. (e) Customer may not make any claim or commence any suit against CTS unless and until Customer has paid for the Services in full. (f) All claims against CTS are subject to the other disclaimers, limitations on liability, qualifications and conditions set forth in the Agreement.

Arbitration Agreement: Any controversy or claim arising out of or relating to these Terms and Conditions, to the Limits on Cuba Tour Planner or Cuba Travel Services' Responsibility clause, to the brochure, to any information relating in any way to the trip, to the trip itself, or to any products or services related to the trip, shall be settled solely and exclusively by binding arbitration in Los Angeles, California, in accordance with the Commercial Arbitration Rules of the American Arbitration Association, except that (a) in lieu of a personal appearance at arbitration, the arbitration may be conducted by telephonic means, (b) arbitration is the exclusive forum for dispute resolution (no court actions), and (c) except as otherwise provided by statute, each party shall bear its own costs and expenses and an equal share of the arbitrator and administrative fees.

Prohibited Activities: The content and information on this Website (including, but not limited to, price and availability of travel services) as well as the infrastructure used to provide such content and information, is proprietary to us or our suppliers and providers. While you may make limited copies of your travel itinerary (and related documents) for travel or service reservations booked through this Website, you agree not to otherwise modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell or re-sell any information, software, products, or services obtained from or through this Website. Additionally, you agree not to: 1. Use this

Website or its contents for any commercial purpose; 2. Make any speculative, false, or fraudulent reservation or any reservation in anticipation of demand; 3. Access, monitor or copy any content or information of this Website using any robot, spider, scraper or other automated means or any manual process for any purpose without our express written permission; 4. Violate the restrictions in any robot exclusion headers on this Website or bypass or circumvent other measures employed to prevent or limit access to this Website; 5. Take any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our infrastructure; 6. Deep—link to any portion of this Website (including, without limitation, the purchase path for any travel services) for any purpose without our express written permission; or 7. “Frame”, “mirror” or otherwise incorporate any part of this Website into any other website without our prior written authorization.

If your booking or account shows signs of fraud, abuse or suspicious activity, CTS may cancel any travel or service reservations associated with your name, email address or account, and close any associated CTS accounts. If you have conducted any fraudulent activity, CTS reserves the right to take any necessary legal action and you may be liable for monetary losses to CTS, including litigation costs and damages. To contest the cancellation of a booking or freezing or closure of an account, please contact CTS Customer Service.

CTS believes in protecting your privacy. Please click the Privacy Policy link to review our current Privacy Policy, which also governs your use of the Website and, as stated above, is incorporated by reference, to understand our practices: [Privacy Policy](#).

Supplier Rules and Restrictions: Additional terms and conditions will apply to your reservation and purchase of travel—related goods and services that you select. Please read these additional terms and conditions carefully. In particular, if you have purchased an airfare, please ensure you read the full terms and conditions of carriage issued by the Supplier, which can be found on the Supplier’s website. You agree to abide by the terms and conditions of purchase imposed by any supplier with whom you elect to deal, including, but not limited to, payment of all amounts when due and compliance with the supplier’s rules and restrictions regarding availability and use of fares, products, or services. Airfare is only guaranteed once the purchase has been completed and the tickets have been issued. Airlines and other travel suppliers may change their prices without notice. We reserve the right to cancel your booking if full payment is not received in a timely fashion.

Federal law forbids the carriage of hazardous materials aboard aircraft in your luggage or on your person. A violation can result in five years’ imprisonment and penalties of \$250,000 or more (49 U.S.C. 5124). Hazardous materials include explosives, compressed gases, flammable liquids and solids, oxidizers, poisons, corrosives and radioactive materials. Examples: Paints, lighter fluid, fireworks, tear gases, oxygen bottles, and radio-pharmaceuticals. There are special exceptions for small quantities (up to 70 ounces total) of medicinal and toilet articles carried in your luggage and certain smoking materials carried on your person.

You acknowledge that some third-party providers offering certain services and/or activities may require you to sign their liability waiver prior to participating in the service and/or activity they offer. You understand that any violation of any such supplier’s rules and restrictions may result in cancellation of your reservation(s), in your being denied access to the applicable travel product or services, in your forfeiting any monies paid for such reservation(s), and/or in our debiting your account for any costs we incur as a result of such violation.

CTS is not liable for any costs incurred due to hotel relocation.

Bank and Credit Card Fees: Some banks and credit card companies impose fees for international transactions. If you are making a booking from outside of the United States on a US credit card, your bank may convert the payment amount to your local currency and charge you a conversion fee. This means the amount listed on your credit or bank card statement may be in your local currency and therefore a different figure than the figure shown on the billing summary page for a reservation booked on the Website. In addition, a foreign transaction fee may be assessed if the bank that issued your credit card is located outside of the United States. Booking international travel may be considered to be an international transaction by the bank or card company, since CTS. may pass on your payment to an international travel supplier. The currency exchange rate and foreign transaction fee is determined solely by your bank on the day that they process the transaction. If you have any questions about these fees or the exchange rate applied to your booking,

please contact your bank.

Flights to Cuba: Scheduled commercial flights are normally operated by carriers such as American Airlines, Delta or JetBlue (the "Carrier Service Providers"), but this is subject to change without notice. CTS is licensed and permitted by the governments of both the United States and Cuba. Neither CTS, nor the air carriers are responsible for any missed connections, delays or cancelled flights which are purchased separately by the Customer Traveler.

Travel Agents Should Contact: 1-800-961-2949 or 1-800-963-2822

PLEASE SEND PAYMENTS TO:

Cuba Travel Services
10833 Valley View Street, Suite 250
Cypress, CA 90630

Associations and Consumer Protection: Cuba Travel Services are members of NTA and IATA and provide the confidence and security provided therein. Cuba Travel Services, Inc. is registered with the State of Florida as a Seller of Travel. Seller of Travel Registration # ST36556. California Seller of Travel Registration #2074621.

OFAC Licensing Requirements: The traveler understands that travel transactions related to Cuba must be directly incident to one of the self-authorizing general license purposeful travel categories or travel authorized under the auspice of a specific license granted on a case-by-case basis. Under current US travel restrictions with respect to Cuba, travel-related transactions are prohibited except for certain categories & that purchasing and participating in this program, the traveler self-certifies that they qualify to travel under one of the general license categories. At time of booking, the traveler will receive all necessary forms to be filled out in accordance with the regulations. As a licensed authorized traveler, it is important that you keep a copy of your travel documents in your records for 5 years in case you should need to provide proof of your licensed travel.

Cuba Travel Services Limited Responsibilities: Cuba Tour Planner, Cuba Travel Services Inc., its employees, shareholders, officers, directors, successors, agents and assignees (collectively CTS), does not own or operate any entity which is to or does provide goods or services for your trip. It purchases transportation (by aircraft, coach, train, vessel or otherwise), hotel and other lodging accommodations, restaurant, ground handling and other services from various independent suppliers. All such persons and entities are independent contractors. As a result, CTS is not liable for any negligent or willful act of any such person or entity or of any third person. In addition and without limitation, CTS is not responsible for any injury, financial or physical loss, death, inconvenience, delay or damage to personal property in connection with the provision of any goods or services whether resulting from but not limited to acts of God or force majeure, illness, disease, acts of war, civil unrest, insurrection or revolt, animals, strikes or other labor activities, criminal or terrorist activities of any kind, overbooking or downgrading of services, food poisoning, mechanical or other failure of aircraft or other means of transportation or for failure of any transportation mechanism to arrive or depart on time. There are many inherent risks while traveling, which can lead to illness, injury, or even death. These risks are increased by the fact that these trips take place in remote locations, far from medical facilities. Guest assumes all such risks associated with participating in these trips. Because of the U.S. embargo on Cuba, you, as an authorized traveler under this general license, are personally responsible for complying with U.S. laws including, without limitation, restrictions regarding what may be brought to Cuba and what may be brought back.

State Department Travel Advisories: It is the responsibility of the guest to become informed about the most current travel advisories and warnings by referring to the U. S. State Department's travel website at travel.state.gov or by phone at 888-407-4747. In the event of an active State Department Travel Warning against travel to the specific destination location(s) of the trip, should the guest still choose to travel, notwithstanding any travel advisory or warning, the guest assumes all risk of personal injury, death or property damage that may arise out of the events like those advised or warned against.

Traveler's Representation: Traveler represents that neither he nor she nor anyone travelling with him or her has any physical or other condition or disability that could create a hazard to himself or herself or other members of the tour. CTS reserves the right to decline to accept anyone on a trip, and to remove from the trip, at his or her sole expense,

anyone whose condition is such that he or she could create a hazard to himself or others, or otherwise impact the enjoyment of other guests on the trip. Any payment to Cuba Tour Planner and/or Cuba Travel Services constitutes your acceptance of the Terms and Conditions set out herein and in more specific pre-departure guest documentation including the travel registration form, charter participant agreement or reservation form.

Liability Disclaimer: The Information, Software, Products and Services published on this Website may include inaccuracies or errors, including pricing errors. In particular, the CTS and CTS Partners do not guarantee the accuracy of, and disclaim all liability for any errors or other inaccuracies relating to the information and description of the hotel, air, cruise, car and other travel products and services displayed on this Website (including, without limitation, the pricing, photographs, list of hotel amenities, general product descriptions, etc.). In addition, CTS expressly reserves the right to correct any pricing errors on our Website and/or reservations made under an incorrect price. In such event, if available, we will offer you the opportunity to keep your reservation at the correct price or we will cancel your reservation without penalty.

Hotel ratings displayed on this Website are intended as only general guidelines, and CTS and CTS Partners do not guarantee the accuracy of the ratings. The CTS, the CTS Partners and their respective suppliers make no guarantees about the availability of specific products and services. The CTS, the CTS Partners and their respective suppliers may make improvements and/or changes on the Website at any time.

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The carriers, hotels and other suppliers providing travel or other services on this Website are independent contractors and not agents or employees of the CTS or the CTS Partners. The CTS and the CTS Partners are not liable for the acts, errors, omissions, representations, warranties, breaches or negligence of any such suppliers or for any personal injuries, death, property damage, or other damages or expenses resulting there from. The CTS and the CTS Partners have no liability and will make no refund in the event of any delay, cancellation, overbooking, strike, force majeure or other causes beyond their direct control, and they have no responsibility for any additional expenses, omissions, delays, re-routing or acts of any government or authority.

In no event shall the CTS, the CTS Partners and/or their respective suppliers be liable for any direct, indirect, punitive, incidental, special or consequential damages arising out of, or in any way connected with, your access to, display of or use of this Website or with the delay or inability to access, display or use this Website (including, but not limited to, your reliance upon opinions appearing on this Website; any computer viruses, information, software, linked sites, products and services obtaining through this Website; or otherwise arising out of the access to, display of or use of this Website) whether based on a theory of negligence, contract, tort, strict liability, consumer protection statutes, or otherwise, and even if the CTS, the CTS Partners and/or their respective suppliers have been advised of the possibility of such damages.

If, despite the limitation above, the CTS, the CTS Partners or their respective suppliers are found liable for any loss or damage which arises out of or in any way connected with any of the occurrences described above, then the liability of the CTS, the CTS Partners and/or their respective suppliers will in no event exceed, in the aggregate, the greater of (a) the service fees you paid to CTS in connection with such transaction(s) on this Website, or (b) One-Hundred Dollars (US\$100.00) or the equivalent in local currency.

The limitation of liability reflects the allocation of risk between the parties. The limitations specified in this section will survive and apply even if any limited remedy specified in these Terms of Use is found to have failed of its essential purpose. The limitations of liability provided in these Terms of Use inure to the benefit of the CTS, the CTS Partners,

and/or their respective suppliers.

Indemnification: You agree to defend and indemnify the CTS, the CTS Partners, and/or their respective suppliers and any of their officers, directors, employees and agents from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature including but not limited to reasonable legal and accounting fees, brought by third parties as a result of: 1. Your breach of these Terms of Use or the documents referenced herein; 2. Your violation of any law or the rights of a third party; or 3. Your use of this Website.

Links to Third-Party Sites: This Website may contain hyperlinks to websites operated by parties other than CTS. Such hyperlinks are provided for your reference only. We do not control such websites and are not responsible for their contents or the privacy or other practices of such websites. Further, it is up to you to take precautions to ensure that whatever links you select or software you download (whether from this Website or other websites) is free of such items as viruses, worms, trojan horses, defects and other items of a destructive nature. Our inclusion of hyperlinks to such websites does not imply any endorsement of the material on such websites or any association with their operators.

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From time to time we may offer customers incentives to leave hotel reviews (e.g. discount coupon/entry into prize draws etc.)As it is important to us that hotel reviews are impartial and honest, these incentives will be available to customers regardless of whether the hotel review is positive or negative

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If you believe in good faith that materials hosted by us infringe your copyright, you (or your agent) may send us a written notice that includes the following information. Please note that we will not process your complaint if it is not properly filled out or is incomplete. Any misrepresentations in your notice regarding whether content or activity is infringing may expose you to liability for damages.

1. A clear identification of the copyrighted work you claim was infringed.
2. A clear identification of the material you claim is infringing on the Website, such as a link to the infringing material.
3. Your address, email address and telephone number.
4. A statement that you have a "good faith belief that the material that is claimed as copyright infringement is not authorized by the copyright owner, its agent, or the law."
5. A statement that "the information in the notification is accurate, and under penalty of perjury, the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed."
6. A signature by the person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

You may send us your notice by email to info@cubatravelservices.com

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http://www.maps.google.com/help/legalnotices_maps.html

http://maps.google.com/help/terms_maps.html

These Terms of Use are governed by the Federal Arbitration Act, federal arbitration law, and for reservations made by U.S. residents, the laws of the state in which your billing address is located, without regard to principles of conflicts of laws. Use of this Website is unauthorized in any jurisdiction that does not give effect to all provisions of this Agreement, including, without limitation, this paragraph.

You agree that no joint venture, partnership, or employment relationship exists between you and the CTS as a result of this Agreement or use of this Website.

Our performance of this Agreement is subject to existing laws and legal process, and nothing contained in this Agreement limits our right to comply with law enforcement or other governmental or legal requests or requirements relating to your use of this Website or information provided to or gathered by us with respect to such use.

If any part of this Agreement is found to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired. Our failure or delay in enforcing any provision of this Agreement at any time does not waive our right to enforce the same or any other provision(s) hereof in the future.

This Agreement (and any other terms and conditions or policies referenced herein) constitutes the entire agreement between you and CTS with respect to this Website, our services and your dealings and relationships with us, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between you and us. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial, arbitration or any other administrative proceedings to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Fictitious names of companies, products, people, characters, and/or data mentioned on this Website are not intended to represent any real individual, company, product, or event.

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Registrations

Seller of Travel: Cuba Travel Services, Inc. is a registered seller of travel in each of the states listed below:

California registration number: 2074621 / Florida registration number: ST-36556

Registration as a seller of travel in California does not constitute the state's approval.

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