



Caribbean a la Carte Corp.
Avenida Balboa
P.H. Bay Mall, Piso 3^{ro}, Oficina 304
Ciudad de Panamá, Panamá
Registro Mercantil Público de la República de Panamá:
Ficha: 841354 Documento: 2655190

TERMS & CONDITIONS

Registering and paying for a service or a group of services offered by the Travels and Congresses Division of Caribbean à la Carte (from now on, CALC) means your acceptance of the terms and conditions outlined below, in full equivalence to a contract signature.

1- GENERAL RESERVATION INFORMATION

You may request our services or modifications on the selected programs by filling in this basic data:

- Number of people (adults, children of age 2 and lower at the moment of your trip, and children over 2 and below 12 years of age at the moment of your trip)
- Dates for your trip

Once you have decided to buy a program or any other service from CALC, we need the following information from you:

1. First and Last name of every passenger.
2. Name of the children and their date of birth (if applicable).
3. Nationality.
4. Passport numbers.
5. Details of the flights (dates, airline (s), points of origin and return).
6. People distribution by rooms (according to your interests).
7. Any other request or requirement (special diets, allergies or other medical conditions, handicaps).

Please note we may request additional information if considered needed to process and complete your reservation.

CALC takes no responsibility for any error or omission contained in the information provided to us from our clients. It is your responsibility as a client to provide accurate information needed for your trip arrangements.

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2- TRAVELLING DOCUMENTS

Clients are responsible to obtain valid travelling documents such as passports and visas to comply with requirements imposed by the authorities of the destination country. CALC takes no responsibility for any issues related to this process.

Clients are also responsible to contact healthcare professionals on issues pertaining proper vaccine requirements of the destination country. Clients release CALC voluntarily of the responsibility to check flight times and schedules and other requirements related to passports, visas, vaccination, or airline connections before arriving to their final destination.

Travelling documents, money, traveler's checks, credit cards, documents or vouchers from service providers and any other needed documentation are to be carried securely by the clients and are of their entire responsibility.

3- MEDICINES AND MEDICAL PROBLEMS

Travelers are responsible to carry on their own medicine. CALC is not responsible to acquire or provide any prescription drug, and certainly not responsible of any damages or losses that might result from the inability of the travelers to complete, full or partially, their paid schedule. It is highly recommended that clients acquire personal and travel insurance before leaving their home countries.

The people with medical problems, including special diet, allergies or any kind of medical treatment who requires special attention, must let CALC know before arrival. CALC has the right to restrict the participation of any person at any time during the tour if our representatives consider that the person is physically incapable to participate in said activity and/or the permanence of this person can endanger the safety of the group and the normal development of the tour. However, CALC takes no responsibility for the special measures taken or the issues experienced by the clients for travelers physically unable to participate in the scheduled activities.

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4- ASSUMED RISKS

Every trip has inherent risks, including death, and clients acknowledge that these risks exist.

Once at the destination or prior to their arrival, clients will receive a welcome envelope or bundle containing information on our agents and emergency numbers and the documents corresponding to their purchased trip.

It is highly recommended that clients acquire personal and travel insurance before leaving their home countries. Involuntarily cancelation of your trip, including airline charges is to be ESSENTIALY covered by this insurance. Clients must check if they have insurance covering fundamental risks derived from their stay and activities outside their place of residence.

CALC is released of all responsibility pertaining illnesses, injuries, accidents or death during their stay and tours. CALC will be not held responsible for the losses, financial or otherwise, of travelers due to:

- a) Travelers do not follow the instructions and guidance of our representatives during the tours.
- b) Travelers who follow instructions or guidance from any other persons but our representatives.
- c) Travelers who leave the tour or some of its activities.

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5- EQUIPMENT FOR RENT

Our providers are responsible to rent our clients state-of-the-art equipment. Equipment can be rented individually or as part of our adventure tours, if it is not explicitly included. Upon returning, rented equipment should be free from damages and functioning. If the rented equipment is detected to be damaged or lost, the provider can ask the client for the corresponding replacement payment or reparation costs.

6- BEHAVIOR

CALC encourages our clients to behave with proper and civilized manners as part of a group. Alcohol abuse or illegal drugs consumption are forbidden during our tours. CALC has the right to restrict the participation of travelers who incur in any excess, which may put in danger the stability and development of the tour. All clients of CALC must respect the law of the destination country.

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7- PROSTITUTION AND CHILD ABUSE

Prostitution and any form of payment for sexual favors are prohibited at any tour or hotel provided by CALC. Any person involved in these activities will be forbidden to continue with the tour. CALC will not be responsible for any special measures incurred by or exercised upon clients due to their behavior.

CALC condemns any form of prostitution, especially those related to child abuse, and supports any laws passed to prevent and fight these crimes. We consider sexual exploitation of human beings, especially children, damages the main purposes of tourism and constitutes a denial of its essence. For these reasons, we will cancel our contracts and sever our ties without any compensation with any person, company or institution that in any way provide, tolerate or is otherwise engaged in the sexual exploitation of human beings and any form of child abuse.

8- OUR PRICES

All tariffs and prices are calculated in Euros and are to be sent to you in international currency values (Euros). These prices are valid for the dates set in our promotions and catalogues. CALC have the right to make changes to these prices to reflect changes in air tariffs, ground services or taxes without previous notice to us.

Prices do not include anything not specified in the program you booked. For local representatives, tourist guides, bus drivers or hotel staff, tips are discretionary not compulsory, but much appreciated. In restaurants, tips are included in the bill and normally, it is stated.

Road tax, meals, entrance to national parks, optional insurances, and other facilities are not included in our programs unless specified.

9- PAYMENT POLICY Once all services requested are confirmed, the client will receive a draft invoice with the payment details. All payments can be done using bank transfers or link on-line.

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Deadlines for pre-invoice payments are:

- a) 45 days prior to your arrival during the low season.
- b) 75 days prior to your arrival during the high season.
- c) 120 days prior to your arrival during peak season (December 21st through January 6th , Holy Week and Easter)

In every case with the delivery of the pre-invoice due dates will be also communicated to the client, according to the season. If payment is not carried out within the expressed date limits, CALC will proceed to cancel all the requested services and will notify the client.

We strongly recommend that since payments are done through bank transactions, the resulting bank Split should be scanned and sent to CALC by e-mail, to verify the completeness of payment and then, make firm the services reservation. Online transfers are charged with a 3% tax for bank payments.

10-CANCELATION POLICIES FOR TOURS AND PACKAGES

Every cancelation must be received by e-mail. Telephone requests will not be effective and will not be processed. If cancelation is made after confirmation of your reservation, CALC will make its best effort to provide for reimbursements from providers for valid claims.

Reimbursements during high season follow the subsequent rules:

- A cancelation made more than 45 calendar days before the date of your trip: 95% reimbursement.
- A cancelation made from 45 to 15 calendar days before the date of your trip: 70% reimbursement.
- A cancelation made from 14 to 3 calendar days before the date of your trip: WE CANNOT GUARANTEE ANY REIMBURSEMENTS, BUT WE WILL MAKE OUR BEST EFFORT SO YOUR FINANCIAL LOSS MAY BE

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REDUCED TO A MINIMUM.

- A cancelation made three or less calendar days than before the date of your trip: Client is considered “no-show”. No reimbursements are to be made.

Reimbursements during low season follow the subsequent rules:

- A cancelation made more than 30 calendar days before the date of your trip: 95% reimbursement.
- A cancelation made from 30 to 15 calendar days before the date of your trip: 70% reimbursement.
- A cancelation made from 14 to 3 calendar days before the date of your trip: WE CANNOT GUARANTEE ANY REIMBURSEMENTS, BUT WE WILL MAKE OUR BEST EFFORT SO YOUR FINANCIAL LOSS MAY BE REDUCED TO A MINIMUM.
- A cancelation made three or less calendar days than before the date of your trip: Client is considered “no-show”. No reimbursements are to be made.

Any reimbursement owed to travelers with their respective discounts owed to CALC can take up to 90 days to take effect.

The following are not included in the possible reimbursements:

- Airline tickets.
- Tours, hotel rooms and other services cancelled the same day they were to be consumed.

Holidays like Christmas and New Year's Eve, can be subject to special policies. Please bear in mind that these penalizations depend on policies from our providers and as so, may be subject to changes. Same tariffs are applicable for partial cancelation of your reservation.

There will be no reimbursements for non-show at any part of the program, either for personal reasons or due to cancelations or delays from airlines. Services not consumed due to involuntary reasons are to be reimbursed following the policies from individual providers. If this be the case, we claim the right to deduce a 25%

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charge for our services. We take no responsibility for payments made by the clients due to delays or other causes. Any reimbursement request must be written and done before your departure and should be accompanied by vouchers, air tickets, bills, etc. Claims for problems in hotels must be made previously at the hotel before leaving and send us a scanned copy of it. Please, address any request and concern directly to our general manager office (caribbean@caribbeanalacarte.com).

Reimbursement requests will be processed within 4 weeks. For a variety of reasons (including but not limited to catastrophes, political unrest, war, terrorism or medical threats, emergencies and other causes not attributable to CALC), we have the right to introduce reasonable changes and/or substitutions in the programs when needed. If CALC cancels the tour for any of the abovementioned reasons, reimbursements are to be made following the individual policies of our providers. CALC will charge a 10% of the total amount for the necessary arrangements.

CALC will be not responsible for reimbursements of payments made by the client to third parties. CALC will be not responsible for any change or cancelation in the schedule due to a weather-related situation or other circumstances out of our immediate control.

11-LEAVING A TOUR VOLUNTARILY.

If the client chooses to leave the program or tour, CALC may request a written and signed declaration from the client stating his or her willingness to leave the tour. If this situation takes effect due to sickness or any other personal reasons, or by intervention of the authorities (including the person being arrested or detained), CALC will not make any reimbursement to the client. Any charges incurred by the client derived from this situation are to be paid by the client.

12-CHANGES IN SCHEDULE

Schedules may be subject to change. CALC has the right to change the order of

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the activities published or promoted by us. Changes can be caused by new schedules obtained from our providers, accidents, unforeseen conditions and other force majeure. In the case of a change in schedule, similar lodging, meals and activities will be provided. However, at the briefing with our representative you can ask for changes and adjustments to your schedule as you wish. Considerations to the availability of time schedules and services are to be agreed upon; in most cases, clients may incur in additional charges for this reason.

13-RESPONSIBILITY

CALC, the owners, associates, agents and employees do not take any responsibility for injury, losses, damage to a person or a property or for extra expenses as a result of force majeure (sickness, climate, strike, detention, war, quarantine, robbery or governmental restrictions). We will not be responsible by accidents, delays, outlays or any kind of setback induced by a third party and out of our control. The baggage is a complete responsibility of its owner.

14-CONFLICTS RESOLUTION

If any disagreement related to payments or reimbursements, these policies or the responsibility of the client or CALC may arise, both parts agree to negotiate on good faith to its resolution. In case of legal action, the client agrees that the only resource with jurisdiction for said legal actions is a competent court in the Republic of Panama, unless applicable laws demand the action to be taken in another place.

Buyers are considered by the providers as their clients. Any legal dispute must be taken to the provider and not to CALC. CALC policy consists in making reservations only for clients that accept these terms and conditions and which have accepted and completed a credit authorization form, if applicable. Any person making an online reservation must consider himself or herself accurately informed. Arrangements made to make reservations or any other services acquired from CALC are considered as acceptance of these Terms and Conditions and Liability

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Discharge of Caribbean à la Carte.

15-BINDING AGREEMENT

These policies have the effect of a binding contract between the client and the Travels and Congresses Division of Caribbean à la Carte, as declared above.

All content in CALC websites and individual web pages is to be regarded for informational uses only, and it is not to be taken as direct counseling for any traveler or any situation in particular. CALC will be not held responsible for any action, omission, situation, losses, physical or moral damages, etc., as a result of any information obtained through the use of our websites. Our policy is to offer direct assistance to would-be travelers, who have contacted our agency for a potential trip, for which the traveler is requesting information on the services provided by CALC and its agents.

16-LEGAL NOTE

Caribbean à la Carte Corp.

Registration: Corporation created by Notarial Public Act number 16821 of Ciudad de Panamá, República de Panamá, Operative license: 841354, Registry number: 2655190

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