

TERMS AND CONDITIONS

This website / The domain web esteveztravel.com is operated by Estevez Travel and our business is subject to third-party policies. These Terms and Conditions contain the entire agreement between Estevez Travel and the participant. It cannot be corrected or modified unless expressly agreed in writing with Estevez Travel.

Please read them carefully before you register in any of our programs or make any payments. By making a reservation, you hereby accept these Terms and Conditions.

PAYMENT POLICY

To secure lodgings and other services we ask our participants to make a NON-REFUNDABLE DEPOSIT of \$1,000. Typically the non-refundable deposit payment deadline is set between 3 to 2 months before the date of arrival, based/depending on the policies stated by hotels and other service providers. The remaining balance deadline is typically set between 1 month to 21 days before the date of arrival. Failure to pay will result in cancellation of the program for the participant.

After the final payment date ALL FUNDS PAID ARE NON-REFUNDABLE. Should there be warnings concerning a city or country to which participants are scheduled to travel due to heightened safety or terror alerts, you must contact Estevez Travel and Estevez Travel will refund all program fees with exception of the deposits and any funds already paid to third parties to hold reservations or provide services. All terms regarding financial arrangements are commitments by Estevez Travel to make arrangements available to participants in the program, and are enforceable as such.

Payments can be made to Estevez Travel by sending a check to our contact Address, by making a Bank Transfer to the Estevez Travel Bank of America Account, or by using an online third party (like PayPal, Square). In the case of their use by participants, a 5% fee must be added to the amount to be paid.

Once you make your payment you MUST email our contact team, let them know which payment option you chose and send them a copy of your check, a bank receipt or a track of your PayPal transaction. Our contact team will email you a confirmation as soon as we receive your funds.

COMPLAINTS

If you believe that the services offered do not comply with the agreement between yourself and Estevez Travel, or in the case of objections or situations which prevent the normal development of services, you must immediately notify our US administrator or trip leader (host) that travel with you or the one that coordinates in Havana. Our contact details will be provided in the copy of the most updated program. Estevez Travel will email you the program 24 hours before your arrival, and our coordinators will provide a hard copy of the itinerary during the orientation meeting on your first day in Cuba. Any delay in notification will limit our team in the search for a resolution. However, if after having contacted our personnel a resolution is not found, you may make a written complaint within 7 days following the end of the trip. The ability to secure a satisfactory resolution to the matter will depend in part on the definitions and terms of the service provider (hotels, transportation agencies, etc.).

REFUNDS AND FUNDS TRANSFERS

Refunds apply in the case of cancellation before the final payment deadline and only for the remaining balance, minus the NON-REFUNDABLE \$1,000 deposit. The deposit will only be reimbursed to you if you cancel the program before the deposit deadline.

We will refund the remaining balance with exception of the deposits and funds paid to third-parties to hold reservations or provide services. Refunds will be made by sending you a check to the address you submitted in your

online registration. If for some reason the refund must be made by bank transfer, we will deduct any bank charges associated with this transfer from the refund owed to you.

If you prematurely discontinue the trip and/or do not make use of any of the goods, services, or activities included in the program fee (e.g. transportation, meals, excursions, hotel nights), the cost of these items will not be refunded.

In the case of a cancellation, you will be able to transfer your remaining balance to another participant (excluding the non-refundable deposit), and only before the final payment deadline. Deposit transfers will only apply in exceptional cases as determined by Estevez Travel. You can also transfer your funds to another Estevez Travel program and pay the cost difference by the respective deadline. If the new program has a lower cost per participant we will reimburse you the surplus.

Estevez Travel reserves the right to cancel your program and reimburse you the total amount paid, at no extra charge to you in the case of force majeure.

SPECIFIC CONDITIONS RELATED TO HOTELS

Below you will find specific conditions related to hotels:

Check-in/Check-out processes and Accommodations

The participant must be present during the check-in process, and must present a valid passport. Rooms are generally available from 4pm on the day of arrival and check-out is no later than noon (midday), on the day of departure. In the case of double rooms, most hotels will give you 2 sets of keys, but some hotels may only have one set to be used by both participants. Normally, rooms feature one or two beds. You must notify Estevez Travel in advance via email whether you prefer one or two beds so we can request a room suited to your preferences. Additional beds cannot be guaranteed, therefore the maximum occupancy implies that guests will share the available beds, unless the hotel in question is able to offer additional beds on check-in.

Policy regarding children

Children up to age 1 and 11 months old at the time of the start of the service are not charged in hotels. Cots must be requested directly from the hotel, and carry an extra charge. In some hotels, there are no cots available, and infants must share a bed with parents/guardians. Normally, child discounts apply for those children between 2 and 11 years old, and only when they share the room with two adults. The majority of the rooms do not have space for an additional bed for children, and therefore, the maximum capacity is one adult and one child. Children of 12 or more years of age, are considered as adults.

Payment and Cancellation policy

Most hotels in Cuba have strict cancellation policies. Penalties may vary depending on the hotel and the duration of the stay. Generally, hotel penalties starts between 3 to 2 months before your date of arrival. In the case of cancellation less than one week before your arrival date, hotels may charge from 50% to 100% of the cost of the entire stay. Some hotels may also charge a percentage in the case of service changes.

GENERAL CONDITIONS

Estevez Travel agrees to be subject to the following obligations, including and without limitation:

- Estevez Travel assumes no responsibility for participants upon the termination of the program (drop off at Cuban airport).

- Estevez Travel shall assign a coordinator for the duration of the program to oversee all arrangements, including program logistics, field trips, assist the tour leaders and the service providers and do all possible to make the program a success, at no extra cost.
- Estevez Travel, through its counterparts in Cuba, shall coordinate the program in Cuba. The coordination includes arranging accommodations, group meals as indicated in the itinerary, ground transportation and program activities according to the schedule.
- Estevez Travel shall arrange meetings, conferences, guided visits and field trips to areas of cultural or historic interest, including a professional bilingual tour guide.
- Estevez Travel is not responsible for monitoring underage travelers. There should be a designated responsible adult.
- Estevez Travel is not responsible for unforeseeable changes to the program itinerary once in Cuba, and will make every effort to reschedule the events or arrange alternatives.
- Estevez Travel reserves the right to change the hotel to a similar category if the hotel company is unable to host the group for any reasonable cause.
- Estevez Travel is responsible for assigning at least one of its representatives to be the tour leader of their programs under the People-to-People Category of the OFAC General License. Estevez Travel will announce the representative to all the participants via email 7 days before your date of arrival, and he/she will be available for answering last minute questions and addressing any concerns you may have. The representative will be on board the flight carrying to Cuba the majority of the group or instead, the representative will receive the majority of the group at the airport.
- Estevez Travel does not accept any responsibility related to your ability to access or use the website in any moment, nor in the case of any interruption to your access or use, nor in any user errors made when making a transaction. We guarantee that our website is free from information viruses and other properties that may cause loss or damage.
- Estevez Travel, its employees, owner, representatives, collaborators and service providers does not assume any responsibility if you do not comply with the OFAC requirements set for the General License Category under which you are traveling to Cuba.
- Estevez Travel, its employees, owner, representatives, collaborators and service providers does not assume any responsibility for fines or demands made by the Treasury Department of the United States of America resulting from your trip to Cuba. Information about all of these General Licenses, and their requirements, can be found on the website for the U.S. Treasury Department's Office of Foreign Assets Control (OFAC), <https://www.treasury.gov/resource-center/sanctions/Programs/Pages/cuba.aspx> and in our website's Frequently Asked Questions (FAQ) section. OFAC is responsible for administering the U.S. regulations concerning Cuba.
- Estevez Travel will review the itinerary to make sure it's acceptable in terms of any medical or physical limitations participants may have and will make every effort to adapt the program to your needs.
- Estevez Travel is not responsible for underaged travelers (under 18), and they MUST travel with a designated responsible adult.

You agree to be subject to the following obligations, including and without limitation:

- You assume financial responsibility for all transactions made in your name or from your account. To make any payment, you must be at least 18 years old and have the legal capacity to make the transaction.
- You must make the payments before the specified deadlines or immediately notify Estevez Travel if you need an exceptional deadline extension. Estevez Travel will reserve the right to give or deny the requested extension.
- You must submit all the needed paperwork and complete our Online Registration Form to ensure the legality of your trip to Cuba with Estevez Travel.
- You guarantee that all the information you submit is true and exact. To submit incorrect personal information in your online registration, or make incorrect payments could result in delays in the coordination of the program and/or legal consequences.
- You must carefully read the information about all of the General Licenses, and their requirements. This information can be found on the website for the U.S. Treasury Department's Office of Foreign Assets Control (OFAC), <https://www.treasury.gov/resource-center/sanctions/Programs/Pages/cuba.aspx> and in our

website's Frequently Asked Questions (FAQ) section. OFAC is responsible for administering the U.S. regulations concerning Cuba.

- You must fully participate in the program's activities, unless you're suffering from any illness that doesn't allow you to do so or in the case of force majeure.
- You must notify to Estevez Travel any medical or physical limitations you may have and could prevent you from participating in activities such as walking tours, hiking, among others, and Estevez Travel will make every effort to modify the itinerary to make it more suitable to your needs. Please make sure to always ask your own medical professionals if you have concerns.
- You must make sure you acquire the Cuban Visa before travelling to Cuba. Prices may vary depending on the airline.
- You may not modify, copy, transmit, distribute, sell, exhibit, sublicense, nor reproduce the website nor its contents in any way, except in case of the need to make copies for your personal use, and without commercial intent.
- You must make sure you review all the details of the program you select and contact Estevez Travel team in case of any doubt, before making any payment. The tentative programs and/or prices shown on the website may be updated on occasion, depending on the availability of the services scheduled or service provider policies. Although we make every effort to ensure the accuracy of all this information and prices, sometimes errors are made. We will make sure that the changes to the program and/or prices are sent to you via email, even if they are not properly updated on the website.

SECURITY

You are totally responsible for the content sent to our website, our contact or coordinators emails, or our address. It is forbidden to send or transmit to our site any threatening, defamatory, obscene, pornographic information or other material or content that violates the law; any material or commercial content, including but not limited to, the solicitation of funds, advertising or marketing of any product or service. You are fully responsible for any damages resulting from any violation of these restrictions, or any other harm resulting from you sending content to our site.

Estevez Travel makes every effort to guarantee that the information you exchange with us online or via email, including personal data and forms, be treated with all possible security.

AGREEMENT ESTABLISHMENT

There will be no agreement between you and Estevez Travel until Estevez Travel confirms via email your registration in one of our programs. Acceptance will be deemed complete and will be deemed effectively communicated to you, for all purposes, at the time that Estevez Travel sends you the email, regardless of whether you receive it or not.

ACCURACY OF INFORMATION

Estevez Travel makes every effort to ensure that the content in our website is accurate. All general information provided by our site is provided for guidance purposes only and is subject to change at any time.

LIABILITY RESTRICTIONS

Under no circumstances shall Estevez Travel or its partners be liable for any delays, traveller's accidents or injuries, losses due to theft or any kind, changes of schedules or accommodations beyond our control, damages (whether direct, indirect, punitive, incidental, special, significant, or otherwise) because of, or in any way related to, the use of, or inability to use, this website, or any other information or services obtained through or otherwise linked to this Website, in each case regardless of whether such damages are based on contract, violation, strict liability or other theories of liability.

LINKS TO OTHER WEBSITES

Estevez Travel's site contains links to websites operated by other organizations we work with. These links are provided only for your reference and information. Estevez Travel does not own or control the content of such websites and is not responsible for their content or for the uses you make of them.

COMMUNICATION BETWEEN ESTEVEZ TRAVEL AND PARTICIPANTS

You communicate electronically with Estevez Travel through our website or by sending emails to our coordinators. You consent to receive messages from Estevez Travel and Estevez Travel will contact you immediately via email in the case of any relevant news, program changes, payment confirmations, etc. Both you and Estevez Travel must send confirmation of every email received to avoid miscommunication in the case of technology failures.

GOVERNING LAW

These terms and conditions are subject to the laws of United States of America and to the exclusive jurisdiction of the courts of United States of America.

FORCE MAJEURE

If, as a result of Force Majeure, Estevez Travel is forced to curtail, modify or cancel any of the services agreed, the participant will not be entitled to claim compensation for any losses caused by it. The term "Force Majeure" includes, but is not limited to, natural disasters, any kind of destruction of any accommodation, acts of war, fires, exercise of governmental authority, legislative authority, military authority or otherwise, industrial action or any other reason beyond the control of Estevez Travel.

CHANGES TO THE TERMS AND CONDITIONS

Estevez Travel reserves the right to make changes to these Terms and Conditions at any time.

DISCLAIMER

The information on this Website may have inaccuracies or typographical errors. Changes are made periodically to the information presented and Estevez Travel may improve and/or make changes at any time. Under no circumstances is Estevez Travel liable for any direct, indirect, punitive, secondary, special or significant damage, motivated by, or somehow related to, the use of this website, or delays or inability to use this website.