

## **Terms and Conditions**

Please carefully read the below Terms & Conditions regarding a booking for the Cuba Cultural Tour listed on Travelswithtalek to understand your (the Customer's) rights and responsibilities and Travelswithtalek's (the Company's) rights and responsibilities. By booking the Cuba Cultural Tour with Travelswithtalek.com, you acknowledge that you have read and agreed with the following "Terms and Conditions" and irrevocably consent to be bound by same including any updates thereto. Travelswithtalek.com has the right to change the Terms and Conditions, in whole or in part, at any time with or without notice.

### **1. YOUR ELIGIBILITY**

You must be 18 years of age or older. Travelers who are less than 18 years old on the departure date must be accompanied by an adult throughout the duration of the tour.

### **2. YOUR RESPONSIBILITY**

Before booking, it is your responsibility to read the information associated with the Cuba Cultural Tour including: pricing policy, tour itinerary, tour inclusions and exclusions and other requirements for tour participation. Upon booking and sending your deposit you acknowledge that you have read and agree to the terms and conditions and waive the right to dispute any part of it after your purchase.

### **3. RESERVATION PROCESS**

- Upon submitting your deposit, you will receive a confirmation. All prices are in US Dollars.

### **4. DEPOSIT AND FINAL PAYMENT**

Your booking is not confirmed until the payment is received by Travelswithtalek.com. TravelswithTalek reserves the right to cancel your reservation if final payment is not received by the due date. Payment of the deposit indicates you have read and accepted these Terms and Conditions.

### **5. TRAVEL INSURANCE**

Travel insurance is mandatory. Every traveler must provide proof of current travel insurance before making final payment. The name of the insurer, the policy number and the contact number of the insurer will constitute proof of travel insurance. This proof must be supplied to TravelswithTalek upon request.

## 6. CHARGEBACK

You agree that you will not dispute any charge improperly. Should there be a dispute, you agree to first inform TravelswithTalek of the situation and give TravelswithTalek the opportunity to address and resolve the issue. This includes filing chargebacks. In the event you file a chargeback improperly, you agree to provide a written statement to the credit card company confirming the charge is correct and should be paid and agree to send a copy of this letter to Travelswithtalek.com.

In the event legal action is necessary for Travelswithtalek.com to collect funds owed, you agree to pay Travelswithtalek.com's legal expenses if Travelswithtalek.com wins the lawsuit.

## 7. LIABILITY

Travelswithtalek.com shall be exempt from any liability in the event of an accident resulting in, but not limited to, loss or damage of properties, injury to people, death during trip, delays, or other occurrences beyond its control. You agree that Travelswithtalek.com will not be liable for any costs or damages arising out of a dispute or disagreement between you and any participating provider or a third party for anything which is in any way related to this tour, and you hereby waive any such claim against Travelswithtalek.com and its owner, members, officers, directors, employees, agents and representatives.

## 8. FORCE MAJEURE CIRCUMSTANCES AND LIABILITY

Travelswithtalek.com shall not be held responsible for the consequences of Acts of God, labor disputes, civil commotions, fire, weather conditions, theft, unavoidable accidents, war, terrorism, threatened acts of terrorism, epidemic, pandemic, travel ban, visas ban, acts of state or agencies thereof, or any other circumstance beyond the control of Travelswithtalek.com. No refund will be given in such circumstances.

You agree that itineraries can change due to unforeseen circumstances beyond the control of Travelswithtalek.com. Travelswithtalek.com shall not be liable should it be required to change an itinerary or any service for the safety and continuation of any tour. Travelswithtalek.com does not manage, control or operate any transportation vehicle, accommodation or any other supplier of services, and therefore assumes no responsibility and shall not be liable for injury, loss or damage, accident, delay or irregularity which may be caused through any defect in any vehicle or through the acts or omissions of any company or person engaged in supplying Cuba Cultural Tour products or services.

## 9. TOUR AMENDMENTS AND CANCELLATION

Tour providers will try their best to make sure all the tour arrangements will be the same as planned. However, to ensure safe and secure tours, tour providers reserve the right to make amendments including altering, postponing and cancelling tours due to weather, transportation, riot and many other uncontrollable reasons under very rare and special circumstances, such as an epidemic or pandemic, travel ban, visas ban. Tour providers also reserve the right to cancel the tour prior to departure, if the number of participants is inadequate to form a tour group. Travelswithtalek.com is not responsible if an airline cancels, reschedules, or delays a flight for any reason. If you miss your departure flight, it is your responsibility to work with the airline on which you are ticketed to reach your destination. Travelswithtalek.com is not responsible for any additional expenses you may incur prior to joining your trip. Travelswithtalek.com is not responsible for and will not provide any refund for portions of trips missed due to canceled, rescheduled, or delayed flights.

Cancellation policy:

If you cancel before 45 days or less, no refund.

If you cancel within 60-44 days, 50% refund.

## 10. VISAS AND PASSPORTS

You are responsible for having a valid passport with at least 6 months left on the passport's validity, for purchasing and obtaining an entry visa/tourist card and for meeting all health and other requirements. Non-U.S. and U.S. citizens born in Cuba must consult with appropriate consulates to determine what documentation is required for entry. Travelswithtalek is not responsible for providing you with specific visa and passport information or documentation, and Travelswithtalek.com cannot accept liability for any passenger refused entry onto any transport or into any country due to failure of the passenger to carry correct documentation. You are

responsible for any expenses incurred as a result of delays or itinerary changes related to your lack of appropriate travel documents. Travelswithtalek will not be responsible for any penalties due to your failure to abide by any regulations of the government of the visiting country.

## 11. PARTICIPATION

For the benefit of everyone on the tour, Travelswithtalek.com and its providers reserve the right to accept or reject any tour participant and to remove any participant whose conduct is deemed incompatible with the interests of the other participants. Travelswithtalek.com will not refund or cover any cost or expenses incurred for termination of vacation arrangements due to unacceptable behavior.

## 12. MEDICAL CONDITIONS AND TRAVEL

If you have a medical condition you must consult with your doctor before you travel, especially if medical your condition requires daily routine care or urgent care. You understand Travelswithtalek and/or local provider is not in a position to provide any medical services or urgent care in the event such an action may be required. You are liable for any risks, incidences or consequences incurred during travel.

## 13. COVID POLICY

To protect everyone related to the tour, we require all participants on the tour to be fully vaccinated. Proof of vaccination may be required.

## 14. DISABILITIES AND TRAVEL

TravelswithTalek does not guarantee that the tour is wheelchair accessible.

## 15. SAFETY

Please be aware that during your participation in tours operated by Travelswithtalek, certain risks and dangers may arise beyond our control, including but not limited to: the hazards of travelling in underdeveloped areas; travel by boat, automobile, or other means of transportation; forces of nature; political unrest; acts of lawlessness or terrorism; and accident or illness in remote regions without means of rapid evacuation or medical facilities. Travelswithtalek.com will not be liable

regarding provision of medical care or the adequacy of any care that may be rendered. While Travelswithtalek will use its best efforts to ensure the adequate measures are taken, by agreeing to participate in a tour and/or optional excursions you agree that you will hold Travelswithtalek harmless regarding any provision of medical care or the adequacy of any care rendered.

## 16. COMPLAINTS

If you have issues during your tour, you are required to immediately inform the relevant supplier and the escort/representative will endeavor to put things right. If the complaint is not completely resolved locally, please follow this up within 7 days of completion of services by writing to Travelswithtalek.

As it is difficult and sometimes impossible to properly investigate a complaint if Travelswithtalek and local providers are not advised of such complaint quickly, any compensation you may have been able to claim could be reduced or even forfeited if you do not follow the complaints procedure set out in this clause.

## 17. PRIVACY AND DATA COLLECTION

Travelswithtalek is the sole owner of the information collected on this site. We will not sell, share, or rent this information to any outside parties, except as outlined in this policy.

Travelswithtalek.com collects information from our users at several different points on our website in order to process reservations and better serve you with pertinent information.

Information collected may include name, address, billing address, telephone numbers, e-mail address, and payment information.

You accept that photos taken during the tour may be used online for promotional purposes.

## 18. DISCLAIMER AND LIMITATION OF LIABILITY

Travelswithtalek.com uses reasonable efforts to include accurate, complete and current information. We do not, however, warrant that the content herein is accurate, complete, current, or free of technical or typographical errors. It is the user's responsibility to verify any information before relying on it. We reserve the right to make changes and updates to any information contained within this site without prior notice. Access to, and use of, this website and the content thereof is at the risk of the user. In certain instances we have provided links to

other web sites solely for your convenience. These sites are not maintained or controlled by Travelswithtalek, and we are not responsible for their content. It is up to you to take precautions to ensure that whatever you select for your use is free of such items as viruses, bugs, worms, cancelbots, trojan horses and other items of a harmful or destructive nature.

## 19. COPYRIGHT

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Under this Agreement, Travelswithtalek gives you permission to access and use the Services for your personal use, and to copy, distribute and transmit the content of the Services only to the extent that such copying, distribution, and transmission is automatically done through your browser software incidentally to using the Services for your personal use. You may also print a copy of the information displayed on the Services for your personal use. That means, that except as set forth above, you may not modify, reformat, copy, display, distribute, transmit, publish, license, create derivative works from, transfer or sell any information, Cuba Cultural Tour products, or service obtained by your use of the Services. This restriction means, among other things, that you may not mirror on your own web site any portion of the Services or display through your own website any results pages or other information from the Services without express permission from Travelswithtalek.com.

The technology underlying, and content within, the Services is owned by Travelswithtalek.com and/or its licensors (including tour providers and other content providers) and is protected by copyright and other intellectual property or proprietary rights. If you use the Services other than as provided above, you may violate copyright and other laws of the United States, other countries, as well as applicable state laws and may be subject to penalties.

## 20. CHOICE OF LAW, WAIVER, AND CLAIMS

This Agreement shall be governed by and construed in accordance with USA laws, without reference to conflicts of law rules. As a condition of the use of the Travelswithtalek.com website and services, you (the Customer) agree to submit to the personal and exclusive jurisdiction of the courts located within United States and therefore agree to file any grievance or suit of any kind exclusively in the courts located within USA. If any provision of this Agreement is found invalid or unenforceable, that provision shall be enforced to the maximum extent possible, and the other provisions contained herein will remain in full force and effect. Travelswithtalek failure to insist upon or enforce strict performance of any provision of the Agreement shall not be construed as a waiver of any provision or right. Nothing in this Agreement shall be construed as creating or constituting a partnership, joint venture or agency relationship between Travelswithtalek and the Cuba Cultural Tour product providers or between Travelswithtalek and any other of its Corporate Partners. Neither the Cuba Cultural Tour product providers nor any Corporate Partner shall have the ability to create any obligation on Travelswithtalek behalf. This Agreement constitutes the entire agreement between you and Travelswithtalek.