

TERMS AND CONDITIONS

Your reservation is handled by CUBA TECH & TRAVEL, a division of TECH & TRAVEL COMPANY

CUBA TECH & TRAVEL and our affiliates provide our products and services to you subject to the following terms and conditions. Please read these terms and conditions of use ("Terms and Conditions") before using this website ("Site"). You consent to these Terms and Conditions when you use this Site, without qualification. If you disagree with any part of the Terms and Conditions, you may not use this Site in any way.

SUPPLIER CONDITIONS

Car rental reservation services are provided by the car rental service provider. Any booking made or order placed by you shall be deemed an offer by you to purchase the relevant items subject to these booking conditions. The contract for the service is therefore between you and the car rental service provider and based on their terms and conditions and their terms and conditions and their policies on collection and delivery of vehicles.

PRICES

Please note prices are not guaranteed until payment is made and accepted. Displayed prices are subject to change but will be confirmed when your booking is completed.

Besides car rental prices, booking fees and/or surcharges may apply. All such charges will be shown during the reservation process.

Additionally, the following charges are payable directly to the car rental company upon car collection:

- * Refundable credit card guarantees deposit of CUC 300-500 (depending on car model).
- * CDW (collision damage waiver) liability waiver of 15-40 CUC per day depending on car model
- * Airport collection fee of 20 CUC (when applicable).
- * Additional driver CUC 10 one-off or CUC 3 per day, depending on car Rental Company.
- * Drop-off charges of CUC 20 – 300, depending on distance between pick-up and drop-off locations.
- * Fuel in tank - special gasoline 1.50 CUC/l, diesel 1.40 CUC / l.

VOUCHER

Besides our Confirmation E-mail to be received upon completion of the reservation and payment processes, we will send by e-mail a supplier voucher – both documents must be printed and presented upon car collection. CUBA

TECH & TRAVEL ALLIANCE or its affiliates accept no responsibility for delays or the car not being delivered if supplier voucher is not printed and presented to the supplier.

PAYMENT & CANCELLATION POLICY

Your credit card will be debited for the full amount due upon completion of the reservation process. Accepted credit cards: VISA and MASTERCARD. The charge will be in your selected currency and your bill will state. Payment is for car rental with unlimited mileage - liability waiver, fuel in tank and guarantee deposit are payable locally subject to the rental conditions upon car collection. Advertised prices also include all taxes and booking fees.

Once you have paid for your reservation, the following cancellation policy applies:

- * If you cancel the reservation 72 hours before your intended car collection date, we will refund you the total amount that you paid for your reservation, minus an administration fee equivalent to 3% of paid amount, with a minimum of EUR 15.
- * If you cancel the reservation within 72 hours or less of car collection date, we will refund you the total amount that you paid for the reservation, minus the amount of the first day of rental.

Refunds must be requested in writing within 60 days of the date of your intended stay at the hotel. Once this period has passed, no refunds will be made.

We will not make refunds to credit cards, other than the credit card that was used for your booking. We may process refunds via wire transfer, in which case we will deduct any bank charges from the refundable amount. We aim to process refund within 72 hours after receiving your refund request and required information.

Whilst every effort has been made to ensure accuracy and availability, some errors might still occur. Once aware of such incidents we will make all reasonable effort to advise you within 48 business hours of the booking being made. We reserve the right to cancel the reservation and refund all monies paid, but this of course will be without any liability to you.

OBLIGATIONS

You agree to be bound by the following obligations, including without limitation:

- * You accept financial responsibility for all transactions made under your name or account.
- * In order to make a purchase you must be over 18 years old be purchasing for yourself and have the legal capacity to make the transaction.
- * You warrant that all the information you provide to us is true and accurate.
- * You must not use the website for speculative, false or fraudulent bookings.
- * Failure to supply the correct credit or debit card billing address information and/or cardholder details may result in delays to the issue of your tickets and may make the fare(s) subject to increase. Please ensure that the details you give match those on your credit card billing statement. We also reserve the right to cancel tickets after issue if payment is declined or incorrect cardholder details and billing information have been supplied.

* The site and any content may not be modified, copied, transmitted, distributed, sold, displayed, licensed, or reproduced in any way by you, except if you wish to make copies of the website for your own personal and non-commercial use.

* The information and/or prices shown on this Site are updated from time to time and therefore may have changed by the time you come to book your holiday or travel arrangements. Whilst every effort is made to ensure the accuracy of all such information and prices, regrettably errors do occasionally occur. You must therefore ensure you check all details of your chosen holiday or travel arrangements (including the price) at the time of booking.

* The Site is provided on an 'as is' and 'as available' basis. We do not accept any liability in respect of your ability to access or use the site at any time or for any interruption in that access or use or for any failure to complete any transaction. We do not warrant that the Site is free from computer viruses or other properties that may cause loss or damage.

* If you are a citizen of the United States of America you are responsible for obtaining the relevant travel documentation required by the Government of the United States of America for travel to Cuba. CUBA TECH & TRAVEL or its affiliates are responsible or liable in any way if you have not obtained the relevant documents prior to traveling to Cuba. CUBA TECH & TRAVEL or its affiliates are not liable for any penalties or claims by the Treasury Department of The United States of America as a consequence of your traveling to Cuba.

SECURITY

You are fully responsible for the content of your Submissions, (specifically including, but not limited to, reviews posted to this Website). You are prohibited from posting or transmitting to or from this Website: (i) any unlawful, threatening, libelous, defamatory, obscene, pornographic, or other material or content that would violate rights of publicity and/or privacy or that would violate any law; (ii) any commercial material or content (including, but not limited to, solicitation of funds, advertising, or marketing of any good or services); and (iii) any material or content that infringes, misappropriates or violates any copyright, trademark, patent right or other proprietary right of any third party. You shall be solely liable for any damages resulting from any violation of the foregoing restrictions, or any other harm resulting from your posting of content to this Website. You acknowledge that CUBA TECH & TRAVEL ALLIANCE may exercise its rights (e.g. use, publish, delete) to any content you submit without notice to you.

SUPPLIER RULES AND RESTRICTIONS

We operate both as an agency model and as principal. This means that where we act as an agency model we act as a disclosed agent for third party suppliers, such as a tour operator, hotel, car rentals, carriers, airlines etc. What this means is that the contract for the product is between you and the supplier. However, we may be liable to you if we have been negligent; we have misrepresented important information or have been in breach of any other relevant law.

Separate terms and conditions will apply to your reservation and purchase of travel-related goods and services that you select. Please read these separate terms and conditions carefully. 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. 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.

CONTRACT FORMATION

No contract will exist between you and CUBA TECH & TRAVEL or its affiliates for the sale by it to you of any product unless and until CUBA TECH & TRAVEL ALLIANCE accepts your reservation by email confirming your reservation and issuing you a unique confirmation code. Acceptance will be deemed complete and will be deemed to be effectively communicated to you for all purposes at the time that BOOKING ENGINE sends the email to you whether or not you receive the email.

RACY OF INFORMATION

CUBA TECH & TRAVEL ALLIANCE and its suppliers have taken reasonable care to ensure that the content of the website including all hotels, flights, airlines, car rental information and other information are accurate. CUBA TECH & TRAVEL ALLIANCE publishes such information in BONA FIDE. No warranties, promises and/or representations of any kind, express or implied, are given as to the accuracy of any of the information contained on this Site or as to the nature, standard, suitability or otherwise of any services offered by us or on our behalf and makes no commitment to update such information. You use this Site at your own risk. All general information provided on this Site is provided for guidance purposes only and is subject to change any time. You are advised to check with the relevant destination, embassy, or tourist office to confirm that the guidance is up to date. In particular with respect to passports and visas requirements, CUBA TECH & TRAVEL ALLIANCE does not guarantee to board any passengers who do not have a valid passport or do not comply with the visa requirements of their final destination or guarantee the successful rental of cars or other vehicles to clients who do not have a valid driving or other required license.

USE OF PERSONAL INFORMATION

CUBA TECH & TRAVEL ALLIANCE makes every effort to ensure that the information you exchange with us online, including personal information and credit card details, is treated as securely as possible to protect information sent between your browser and our systems.

SOFTWARE AVAILABLE ON THIS WEBSITE

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RESTRICTION OF LIABILITY

In no event shall CUBA TECH & TRAVEL ALLIANCE or its subsidiaries or partners be liable for any for delays, accidents, losses, changes of schedules, damages, (whether direct, indirect, punitive, incidental, special, consequential, or otherwise) arising out of, or in any way connected with, the use of or inability to use this web Site or for any information, software, products, or services obtained through or otherwise in connection with this web Site, in each case regardless of whether such damages are based on contract, tort, strict liability, or other theories of liability.

LINKS TO THIRD PARTY SITES

Our website contains links to websites operated by parties other than CUBA TECH & TRAVEL ALLIANCE. Such Hyperlinks are provided for your reference and convenience only. CUBA TECH & TRAVEL ALLIANCE does not own or control the content of those websites and is not responsible for their content or your use of them. CUBA TECH & TRAVEL ALLIANCE does not endorse the content of any of those websites. Inclusion of links to those websites on our websites does not imply that any endorsement of the content of those websites or any control over those websites or their operators by CUBA TECH & TRAVEL ALLIANCE.

ELECTRONIC COMMUNICATIONS

You communicate with CUBA TECH & TRAVEL ALLIANCE electronically whenever you visit our websites or send emails to us. You consent to receive communications from CUBA TECH & TRAVEL ALLIANCE electronically and by fax. We will communicate with you by posting notices on this site, by email or by fax. You agree that all notices, disclosures, agreements and other communications that we provide to you electronically or by fax satisfy any legal requirements that communications be in writing.

AREA OF JURISDICTION-GOVERNING LAW

These terms and conditions are subject to the laws of Sweden and exclusive jurisdiction of the courts of Sweden.

PERFORMANCE SUBJECT TO EXISTING LAWS

CUBA TECH & TRAVEL ALLIANCE performance of this agreement is subject to existing laws. Nothing contained in this agreement is in derogation of CUBA TECH & TRAVEL ALLIANCE right to comply with law enforcement requests or requirements relating to your use of this website or information provided to or gathered by CUBA TECH & TRAVEL ALLIANCE with respect to your use of this website.

SEVERABILITY

If any provision of this agreement is determined to be invalid or unenforceable pursuant to applicable law by any court of competent jurisdiction, the other provisions of this agreement will remain in full force and effect. Any provision of this agreement held to be invalid or unenforceable, including but not limited to the warranty disclaimers and liability limitations set forth above, will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision.

FORCE MAJEURE

If as a consequence of Force Majeure, CUBA TECH & TRAVEL ALLIANCE is obliged to curtail, alter or cancel a booking and/or any services agreed, the partner and/or client/customer shall not be entitled to claim compensation for any loss arising as a consequence of the said curtailment, alteration or cancellation. The term "Force Majeure" includes but is not limited to acts of God, natural disaster, fire and any other destruction of any accommodation booked, riots, acts of civil or international war, natural disasters, fires, exercise of municipal, legislative, military or other authority, strikes, industrial action, or any other reason beyond the control of CUBA TECH & TRAVEL ALLIANCE.

AMENDMENT TO THESE TERMS AND CONDITIONS

CUBA TECH & TRAVEL ALLIANCE reserves the right to amend these Terms and Conditions at any time. This Agreement cannot otherwise be altered without prior consultation and agreement with CUBA TECH & TRAVEL ALLIANCE.

ENTIRE AGREEMENT

These Terms and Conditions contain the entire agreement between CUBA TECH & TRAVEL ALLIANCE and the Client and supersedes any prior understandings or agreements (whether oral or written) regarding the subject matter and may not be amended or modified unless expressly agreed by CUBA TECH & TRAVEL ALLIANCE in writing.

INDEMNIFICATION

You agree to defend and indemnify the CUBA TECH & TRAVEL ALLIANCE and its affiliates 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 your breach of this Agreement or the documents referenced herein; your violation of any law or the rights of a third party; or your use of this Website.

LIABILITY DISCLAIMER

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