

Contents

Terms and Conditions	2
1. USE OF WEBSITE.....	2
2. PRIVACY POLICY AND DISCLOSURES	3
3. ELECTRONIC COMMUNICATIONS	3
4. CONTENT	3
5. PRODUCTS AND RESERVATIONS	3
6. MODIFICATIONS AND AMENDMENTS	4
7. PRICING & INCLUSIONS/EXCLUSIONS	4
8. PAYMENTS & CANCELLATIONS	4
9. PAYMENT PROCESSING.....	5
10. YOUR LIABILITY.....	5
11. LINKS TO THIRD PARTY SITES	6
12. JURISDICTION AND GOVERNING LAW	6
13. COPYRIGHT AND TRADE MARK NOTICES.....	6
14. CURRENCY CONVERTER	7

Terms and Conditions

El Sol Vida provides an online service that enables users to research, find, and book travel experiences in Jamaica & other Caribbean counties. El Sol Vida offers a variety of tours, tickets and services ("Products") made available through its services as a licensed tour operator and third-party suppliers (Attractions, Hotels and other licensed tourism entities). This website is provided to assist customers in gathering travel excursion information, posting opinions of travel excursions, and searching for and booking reservations for Products, and for no other purposes.

The terms "we", "us", and "our" refer to El Sol Vida, a Jamaica corporation, trademarks and/or our affiliates, parent company, and subsidiaries. The term "you and Buyer" refers to the customer visiting the website and/or contributing content on this website.

This Website and the Products made available on this Website are offered to you conditioned upon your acceptance without modification of any/all the terms, conditions, and notices set forth below (collectively, the "Agreement"). By accessing or using this Website in any manner, you agree to be bound by the Agreement and represent that you have read and understood its terms. Please read the Agreement carefully, as it contains information concerning your legal rights and limitations on these rights, as well as a section regarding applicable law and jurisdiction of disputes. If you do not accept all of these terms and conditions, please do not use this Website or book a Product. In all booking arrangements, the person making the booking shall be deemed to have accepted this Agreement on behalf of the persons named in the booking.

1. USE OF WEBSITE

As a condition of your use of this Website, you warrant that (i) all information supplied by you on this Website is true, accurate, current and complete, (ii) you are 18 years of age or older in order to make a purchase from the website. El Sol Vida does not knowingly collect the information of anyone under the age of 18.

Your use of this Website is intended for personal, non-commercial use and/or to make legitimate requests to book the Products offered. You agree not to use this Website to make any speculative, false or fraudulent requests.

You further represent and warrant that you (a) have not previously been suspended by El Sol Vida or otherwise banned from using the Website; (b) are not a direct competitor of El Sol Vida; (c) that you have full power and authority to enter into this Agreement and in doing so will not violate any other agreement to which you are a party.

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 this Agreement.

2. PRIVACY POLICY AND DISCLOSURES

El Sol Vida believes in protecting your privacy.

In certain circumstances we may disclose information about you to third parties if we determine, in our sole discretion, such disclosure is necessary (a) to protect El Sol Vida's systems, assets, employees, members, and customers; (b) to ensure the integrity and operation of our business and systems; or (c) to comply with legitimate and enforceable governmental requests, subpoenas or court orders. We may choose to comply with or disregard such requests or orders in our sole discretion. El Sol Vida's right to disclose information, including but not limited to user profile information (i.e. name, email address, etc.), IP addressing and traffic information, usage history, and posted content, shall take precedence over any conflicting terms in El Sol Vida's Privacy Policy.

3. ELECTRONIC COMMUNICATIONS

When you use the El Sol Vida Website, or send e-mails, text messages, and other communications from your desktop or mobile device to us, you are communicating with us electronically and agree that we may communicate with you in a variety of ways, such as by e-mail, in-app push notices, or by posting notices and messages on the Website. You may unsubscribe from e-mail communications at anytime

4. CONTENT

The content, organization, gathering, compilation, magnetic translation, digital conversion and other matters related to the Site are protected under applicable copyrights, trademarks, and other proprietary (including but not limited to intellectual property) rights, and, the copying, redistribution, use or publication by a customer of any such content or any part of the Site is prohibited.

5. PRODUCTS AND RESERVATIONS

By booking a reservation for a Product through the Website, you acknowledge that you accept the practices described in our Privacy Policy and this Agreement. In addition, you warrant that you are 18 years of age or older, that you possess the legal authority to enter into this Agreement, use this Website, book the Product, and that all information you supply is true and accurate. You further agree that you will use the booking functionality of this Website to make only legitimate reservations for you or others for whom you are legally authorized to act. Any false or fraudulent reservation is prohibited, and any user who attempts such a reservation is subject to the penalties of the law.

6. MODIFICATIONS AND AMENDMENTS

All requests for modifications and amendments to your booking must be directed to the El Sol Vida Customer Care Team who will process the request. See the section "Payment & Cancellations" below for additional information with respect to canceling a booking.

El Sol Vida does not charge a fee to amend or change the dates of an existing booking, as long as the request is received by our Customer Care team more than seventy two hours (72) ahead of your confirmed travel date. All date-change requests and amendments are subject to availability and El Sol Vida cannot guarantee the success of any date-change request.

It is not possible to change or modify a special event, theater or show ticket. Sales of these tickets are final and cannot be amended once your original purchase is confirmed.

If you request a date change within seventy two hours (72) of your confirmed travel date, El Sol Vida will attempt to honor your request; however, changes made less than seventy two hours (72) from your original travel date may be subject to an additional fee. For multi-day and overnight tours, date changes made within seven (7) days of your confirmed travel date may also be subject to additional fees.

If you make a purchase using a promotion code, or if you accept a discount or special-offer price during the checkout process, you may invalidate your discount or special-offer price by making any changes or amendments to your itinerary once your purchase is complete. El Sol Vida may decide, at its sole discretion, to honor or invalidate your discount or special-offer pricing if you make a post-purchase change or amendment to your itinerary.

7. PRICING & INCLUSIONS/EXCLUSIONS

Prices listed on the Website are per person unless otherwise specified. Prices are based on the local tariff at the time of quoting, converted at the prevailing foreign-exchange rate as determined by El Sol Vida.

Price quotations are subject to change without notice until a booking has been confirmed.

Prices do not include tips/gratuities to tour directors, drivers or local guides; passport and visa fees; baggage and personal insurance; any items of a personal nature; and any beverages or food not specifically listed under "Inclusions" on the product pages of the Website.

8. PAYMENTS & CANCELLATIONS

When you book a reservation for a Product through the Website, El Sol Vida collects your payment information and processes your payment as described below under "Payment Processing". El Sol Vida accepts the following credit cards: Mastercard, Visa, American Express, Discover and Diners. There is no charge or service fee for processing credit or debit card payments. Full payment by credit card, debit

card or PayPal is required to make a reservation. Payment will be listed as www.elsolvidatours.com on the credit or debit card statement.

No refunds are available once a tour or service has commenced, or in respect of any package, accommodation, meals or any other services utilized.

If you wish to cancel a reservation made via the Website, the supplier's cancellation policy contained in the applicable product listing will apply to and govern the terms of, your cancellation and any refunds. When canceling a booking, you will be notified via email or telephone of the total refund amount you will receive, if any.

The standard cancellation policy is:

- (i) 100% refund for cancellations made at least 72 hours in advance of the start date of the experience.
- (ii) 50% refund for cancellations made at least 48 hours in advance of the start date of the experience.
- (iii) Cancellations made within 24 hours or less of the start date of the experience will receive no refund.

Cancellation policies for some experiences vary from the standard and you must check the cancellation policy contained in the applicable product listing at the time of your booking, which is the policy that will apply to and govern the terms of your cancellation and any refunds.

The value of the transaction may be subject to taxes, duties, foreign transaction, currency exchange or other fees. Your bank or credit or debit card company may convert the payment into the local currency and charge fees, resulting in differences between the amount displayed on El Sol Vida's website and the final amount charged to your bank account or credit or debit card statement.

Please contact your bank or card company if you have any questions concerning any applicable conversion or fees.

9. PAYMENT PROCESSING

Under this agreement, the payment processing services for services purchased on this website are provided by REZDY via Stripe or PayPal, depending on the type of payment method used for the purchase of services.

Completing the payment process authorizes and give explicit consent including accepting our company Terms and Conditions to charge your selected method of payment the amount for your reservation.

10. YOUR LIABILITY

By visiting the Website and to engage El Sol Vida Services you agree to wave your rights and to defend and indemnify El Sol Vida and all our respective officers, directors, employees, agents and brands from

and against any claims, causes of action, demands, suits, proceedings, investigations, losses, damages, fines, penalties, fees, expenses, costs and any other liabilities of any kind or nature including but not limited to reasonable legal and accounting fees, arising out of or related to:

- (i) Your breach of this Agreement or the documents referenced herein;
- (ii) Your violation of any law, rule, regulation or guideline;
- (iii) Your violation, infringement or misappropriation of the rights of a third party, including without limitation any rights of publicity or privacy;
- (iv) Your use of this Website;
- (v) Your negligence or willful misconduct.
- (vi) Your purchased activities, tickets and events

11. LINKS TO THIRD PARTY SITES

This Website may contain hyperlinks to websites operated by parties other than El Sol Vida. 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.

12. JURISDICTION AND GOVERNING LAW

This Website is operated by a Jamaican entity and this Agreement is governed by the laws of Jamaica. You hereby consent to the exclusive jurisdiction and venue of courts in Jamaica and stipulate to the fairness and convenience of proceedings in such courts for all disputes arising out of or relating to the use of this Website. You agree that all claims you may have against El Sol Vida arising from or relating to this Website must be heard and resolved in a court of competent subject matter jurisdiction located in Jamaica. Use of this Website is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including, without limitation, this paragraph.

13. COPYRIGHT AND TRADE MARK NOTICES

All contents of this Website are ©2014 El Sol Vida All rights reserved. El Sol Vida is not responsible for content on websites operated by parties other than El Sol Vida. All other product or service names or slogans displayed on this Website are registered and/or common law trademarks of El Sol Vida and/or its suppliers or licensors, and may not be copied, imitated or used, in whole or in part, without the prior

written permission of El Sol Vida or the applicable trademark holder. In addition, the look and feel of this Website, including all page headers, custom graphics, button icons and scripts, is the service mark, trademark and/or trade dress of El Sol Vida and may not be copied, imitated or used, in whole or in part, without the prior written permission of El Sol Vida. All other trademarks, registered trademarks, product names and company names or logos mentioned in this Website are the property of their respective owners. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer and supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof by El Sol Vida.

14. CURRENCY CONVERTER

If a currency converter is provided on El Sol Vida's websites and applications, currency rates are based on various publicly available sources and should be used as guidelines only. Rates are not verified as accurate, and actual rates may vary. Currency quotes may not be updated on a daily basis. The information supplied by this application is believed to be accurate, but El Sol Vida, and/or its affiliates do not warrant or guarantee such accuracy. When using this information for any financial purpose, we advise you to consult a qualified professional to verify the accuracy of the currency rates. We do not authorize the use of this information for any purpose other than your personal use and you are expressly prohibited from the resale, redistribution, and use of this information for commercial purposes.