

## Terms and conditions

### Website Terms of Use

Last Revised on October 11, 2018

AGREEMENT BETWEEN CUSTOMER AND WWW.CARIBRENT.COM

Welcome to the caribrent.com website (the "Website"). This Website is provided solely to assist customers in gathering travel information, determining the availability of travel—related goods and services, making legitimate reservations or otherwise transacting business with travel suppliers, and for no other purposes. The terms "we", "us", "our" and "site" refer to Caribbean Hotels LLP, and its subsidiaries and corporate affiliates. The term "you" refers to the customer visiting the Website and/or booking a reservation through us on this Website, or through our customer service agents.

This Website is offered to you conditioned upon your acceptance without modification of all the terms, conditions, and notices set forth below (collectively, the "Terms of Use" or "Agreement"). Please read these Terms of Use carefully, as they contain important information about limitations of liability and resolution of disputes through arbitration rather than in court. You should also read our Privacy Policy, which also governs your use of the Website, and is incorporated by reference in this Agreement. By accessing or using this Website, booking any reservations for travel products or services on this Website, or contacting our call center agents, you agree that the Terms of Use then in force shall apply. If you do not agree to the Terms of Use, please do not use or book any reservations through this Website or our call center agents.

### USE OF THE WEBSITE

As a condition of your use of this Website, you warrant that:

you are at least 18 years of age;

you possess the legal authority to create a binding legal obligation;

you will use this Website in accordance with these Terms of Use;

you will only use this Website to make legitimate reservations for you or for another person for whom you are legally authorized to act;

you will inform such other persons about the Terms of Use that apply to the reservations you have made on their behalf, including all rules and restrictions applicable thereto;

all information supplied by you on this Website is true, accurate, current and complete.

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 these Terms of Use.

### DISPUTES

Site is committed to customer satisfaction, so if you have a problem or dispute, we will try to resolve your concerns. But if we are unsuccessful, you may pursue claims as explained in this section.

You agree to give us an opportunity to resolve any disputes or claims relating in any way to the Website, any dealings with our customer service, any services or products provided, any representations made by us, or our Privacy Policy ("Claims") by contacting us. If we are not able

to resolve your Claims within 360 days, you may seek relief through arbitration or in small claims court, as set forth below.

Any and all Claims will be resolved by the «Ministerio Publico, Fiscalia de La Altagracia, Republica Dominicana» only. This includes any Claims you assert against us, our subsidiaries, travel suppliers or any companies offering products or services through us (which are beneficiaries of this arbitration agreement). This also includes any Claims that arose before you accepted these Terms of Use, regardless of whether prior versions of the Terms of Use required arbitration.

Any claims will be conducted by the «Ministerio Publico, Fiscalia de La Altagracia, Republica Dominicana» under its rules. You must be present in person when filling out your complaint in our reception.

Any and all proceedings to resolve Claims will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a Claim proceeds in court, then it will be court of Dominican republic.

#### PROHIBITED ACTIVITIES

The content and information on this Website (including, but not limited to, price and availability of travel services) as well as the infrastructure used to provide such content and information, is proprietary to us or our suppliers and providers. While you may make limited copies of your travel itinerary (and related documents) for travel or service reservations booked through this Website, you agree not to otherwise modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell or re-sell any information, software, products, or services obtained from or through this Website.

Additionally, you agree not to:

use this Website or its contents for any commercial purpose;

make any speculative, false, or fraudulent reservation or any reservation in anticipation of demand;

access, monitor or copy any content or information of this Website using any robot, spider, scraper or other automated means or any manual process for any purpose without our express written permission;

violate the restrictions in any robot exclusion headers on this Website or bypass or circumvent other measures employed to prevent or limit access to this Website;

take any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our infrastructure;

deep—link to any portion of this Website (including, without limitation, the purchase path for any travel services) for any purpose without our express written permission; or

"frame", "mirror" or otherwise incorporate any part of this Website into any other website without our prior written authorization.

If your booking shows signs of fraud, abuse or suspicious activity, we may cancel any travel or service reservations associated with your name, email address or account, and close any associated accounts. If you have conducted any fraudulent activity, site reserves the right to take any necessary legal action and you may be liable for monetary losses to site, including litigation costs and damages. To contest the cancellation of a booking or freezing or closure of an account, please contact us.

## PRIVACY POLICY

We believe in protecting your privacy. Please click [here](#) to review our current Privacy Policy, which also governs your use of the Website and, as stated above, is incorporated by reference, to understand our practices: Privacy Policy.

## SUPPLIER RULES AND RESTRICTIONS

Additional terms and conditions will apply to your reservation and purchase of travel—related goods and services that you select. Please read these additional terms and conditions carefully. In particular, if you have purchased an airfare, please ensure you read the full terms and conditions of carriage issued by the travel supplier, which can be found on the supplier's website. 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. Airfare is only guaranteed once the purchase has been completed and the tickets have been issued. Airlines and other travel suppliers may change their prices without notice. We reserve the right to cancel your booking if prepayment or full payment is not received in a timely fashion.

For certain reservations, the price has been converted from a different currency for convenience purposes to provide you an estimate of the amount of the purchase in your local currency. As a result, when you book, the amount charged to your credit card may be slightly different due to currency fluctuations. Your statement may also include a fee from your card issuer to process the transaction plus any applicable taxes for international purchases.

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.

Site is not liable for any costs incurred due to accommodation relocation.

## PREPAID RESERVATIONS

You acknowledge that we pre-negotiate certain room rates with accommodation suppliers to facilitate the booking of reservations. You also acknowledge that we provide you services to facilitate such booking of reservations for a consideration (the "facilitation fee"). The room rate displayed on the site is a combination of the pre-negotiated room rate for rooms reserved on your behalf by us and the facilitation fee retained by us for some services. You authorize the us to book reservations for the total reservation price, which includes the room rate displayed on the Website, plus tax recovery charges, service fees, and where applicable, taxes on the services. You agree that your credit card may be charged by us for the total reservation price. Upon submitting your reservation request you authorize us, including our partners, to facilitate accommodation reservations on your behalf, including making payment arrangements with suppliers.

You acknowledge that we retain service fees as additional compensation in servicing your travel reservation. Service fees retained by us for our services vary based on the amount and type of hotel reservation.

You may cancel or change your prepaid reservation, but you will be charged the cancellation or change fee indicated in the rules and restrictions for the reservation. If you do not cancel or change your reservation before the cancellation policy period applicable to the property you reserved, which varies by property prior to your date of arrival, you will be subject to a charge equal to applicable nightly rates, tax recovery charges and service fees. In the event you do not show for the first night of the reservation and plan to check-in for subsequent nights in your reservation, you must confirm the reservation changes with us no later than one month before the date of the first night of the reservation to prevent cancellation of your reservation.

You agree to pay any cancellation or change fees that you incur. In limited cases, some property does not permit changes to or cancellations of reservations after they are made, as indicated in the rules and restrictions for the property reservation. You agree to abide by the Terms of Use imposed with respect to your prepaid hotel reservations.

Sales, use and/or local hotel occupancy taxes are imposed on the amounts that we charge for our services (service fee and/or facilitation fee) in certain jurisdictions. The actual tax amounts on our services may vary depending on the rates in effect at the time of your hotel stay.

You may not book reservations for more than 8 rooms online for the same property/stay dates. If we determine that you have booked reservations for more than 8 rooms in total in separate reservations, we may cancel your reservations, and charge you a cancellation fee, if applicable. If you paid a non-refundable deposit, your deposit will be forfeited. If you wish to book reservations for 9 or more rooms, you must contact us. You may be asked to sign a written contract and/or pay a nonrefundable deposit.

Some property suppliers may require you to present a credit card or cash deposit upon check-in to cover additional expenses incurred during your stay. Such deposit is unrelated to any payment received by us for your booking.

#### PAY NOW OR PAY LATER DETAILS

With certain properties, you may be presented with the option to pay online now or pay later at the property. If you select the "Pay Online Now" option, we will charge the amount to your credit card in US dollars immediately. If you select "Pay Later at the Hotel", the property will charge your credit card in the local currency at the time of your stay. Please note that taxes and fees vary between the two payment options. Tax rates and foreign exchange rates could change in the time between booking and stay.

#### BANK AND CREDIT CARD FEES

Your payment is processed in the United Kingdom, when we process your payment. When the travel supplier processes your payment, it will be processed in the country in which the travel supplier is based.

Site or the travel supplier may have to verify: (i) the validity of the payment card (through a charge of a nominal value that is either refunded within a few days or deducted from the final payment due to the travel supplier) and, (ii) the availability of funds on the payment card (to be confirmed by the bank issuing the your credit card) and, (iii) identification of cardholder.

Some banks and credit card companies impose fees for international or cross border transactions. For instance, if you are making a booking using a US-issued card with a non-US merchant, your bank may charge you a cross border or international transaction fee. Furthermore, booking international travel may be considered an international transaction by your bank or card company, since we may pass your card details to an international travel supplier to be charged. In addition, some banks and card companies impose fees for currency conversion. For instance, if you are making a booking in a currency other than the currency of your credit card, your credit card company may convert the booking amount to the currency of your credit card and charge you a conversion fee. The currency exchange rate and foreign transaction fee is determined solely by your bank on the day that they process the transaction. If you have any questions about these fees or the exchange rate applied to your booking, please contact your bank.

#### CURRENCY CONVERTER

If a currency convertor is available on the Website, the following terms and conditions apply: 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 are not updated every day. Check the date on the currency converter feature for the day that currency was last updated. The information supplied by this application is believed to be accurate, but we, and/or our respective suppliers 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.

#### INTERNATIONAL TRAVEL

You are responsible for ensuring that you meet foreign entry requirements and that your travel documents, such as passports and visas (transit, business, tourist, and otherwise), are in order and any other foreign entry requirements are met. Site has no special knowledge regarding foreign entry requirements or travel documents. We urge customers to review travel prohibitions, warnings, announcements, and advisories issued by the relevant governments prior to booking travel to international destinations.

**Passport and Visa:** You must consult the relevant Embassy or Consulate for this information. Requirements may change and you should check for up-to-date information before booking and departure. We accept no liability if you are refused entry onto a flight or into any country due to your failure to carry the correct and adequate passport, visa, or other travel documents required by any airline, authority, or country, including countries you may just be transiting through. This includes all stops made by the aircraft, even if you do not leave the aircraft or airport.

Health: Recommended inoculations for travel may change and you should consult your doctor for current recommendations before you depart. It is your responsibility to ensure that you meet all health entry requirements, obtain the recommended inoculations, take all recommended medication, and follow all medical advice in relation to your trip.

BY OFFERING RESERVATIONS FOR TRAVEL PRODUCTS IN PARTICULAR INTERNATIONAL DESTINATIONS, SITE DOES NOT REPRESENT OR WARRANT THAT TRAVEL TO SUCH AREAS IS ADVISABLE OR WITHOUT RISK, AND IS NOT LIABLE FOR DAMAGES OR LOSSES THAT MAY RESULT FROM TRAVEL TO SUCH DESTINATIONS.

#### LIABILITY DISCLAIMER

The Information, Software, Products and Services published on this Website may include inaccuracies or errors, including pricing errors. In particular, we and our partners do not guarantee the accuracy of, and disclaim all liability for any errors or other inaccuracies relating to the information and description of any products and services displayed on this Website (including, without limitation, the pricing, photographs, list of hotel amenities, general product descriptions, etc.). In addition, site expressly reserves the right to correct any pricing errors on our Website and/or reservations made under an incorrect price. In such event, if available, we will offer you the opportunity to keep your reservation at the correct price or we will cancel your reservation without penalty.

We and our respective suppliers make no representations about the suitability of the information, software, products and services contained on this Website for any purpose, and the inclusion or offering of any products or services on this Website does not constitute any endorsement or recommendation of such products or services by us or our partners. All such information, software products, and services are provided "as is" without warranty of any kind. We, our partners and their respective suppliers disclaim all warranties and conditions that this Website, its servers or any email sent from us, our partners and/or their respective suppliers are free of viruses or other harmful components. We, our partners and respective suppliers hereby disclaim all warranties and conditions with regard to this information, software, products and services, including all implied warranties and conditions of merchantability, fitness for a particular response, title and non-infringement.

The carriers, properties and other suppliers providing travel or other services on this Website are independent contractors and not agents or employees of the Site. We are not liable for the acts, errors, omissions, representations, warranties, breaches or negligence of any such suppliers or for any personal injuries, death, property damage, or other damages or expenses resulting there from. We have no liability and will make no refund in the event of any delay, cancellation, overbooking, strike, force majeure or other causes beyond their direct control, and they have no responsibility for any additional expenses, omissions, delays, re-routing or acts of any government or authority.

In no event shall the Site and/or their respective suppliers be liable for any direct, indirect, punitive, incidental, special or consequential damages arising out of, or in any way connected with, your access to, display of or use of this Website or with the delay or inability to access, display or use this Website (including, but not limited to, your reliance upon opinions appearing on this Website; any computer viruses, information, software, linked sites, products and services obtaining through this Website; or otherwise arising out of the access to, display of or

use of this Website) whether based on a theory of negligence, contract, tort, strict liability, consumer protection statutes, or otherwise, and even if the Site, its Partners and/or their respective suppliers have been advised of the possibility of such damages.

If, despite the limitation above, the Site or its respective suppliers are found liable for any loss or damage which arises out of or in any way connected with any of the occurrences described above, then the liability of the Site and/or their respective suppliers will in no event exceed, in the aggregate, the greater of (a) the service fees you paid to us in connection with such transaction(s) on this Website, or (b) One-Hundred Dollars (US\$100.00) or the equivalent in local currency.

The limitation of liability reflects the allocation of risk between the parties. The limitations specified in this section will survive and apply even if any limited remedy specified in these Terms of Use is found to have failed of its essential purpose. The limitations of liability provided in these Terms of Use inure to the benefit of the Site, and/or their respective suppliers.

#### INDEMNIFICATION

You agree to defend and indemnify the Site 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 these Terms of Use or the documents referenced herein;

your violation of any law or the rights of a third party; or

your use of this Website.

#### LINKS TO THIRD-PARTY SITES

This Website may contain hyperlinks to websites operated by parties other than Site. 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.

#### GENERAL

These Terms of Use are governed by law of Dominican republic.

Our performance of this Agreement is subject to existing laws and legal process, and nothing contained in this Agreement limits our right to comply with law enforcement or other governmental or legal requests or requirements relating to your use of this Website or information provided to or gathered by us with respect to such use.

If any part of this Agreement is found to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired. Our

failure or delay in enforcing any provision of this Agreement at any time does not waive our right to enforce the same or any other provision(s) hereof in the future.

This Agreement (and any other terms and conditions or policies referenced herein) constitutes the entire agreement between you and us with respect to this Website, our services and your dealings and relationships with us, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between you and us.

Fictitious names of companies, products, people, characters, and/or data mentioned on this Website are not intended to represent any real individual, company, product, or event.

Any rights not expressly granted herein are reserved.

#### REGISTRATIONS

Caribbean Hotels LLP  
Partnership No. OC424176  
5 Percy Street, London, W1T 1DG, UK