

**PROCOLO TOURS'**  
**TERMS AND CONDITIONS OF SALE**

The following terms and conditions of sale (referred to herein as these “Terms and Conditions” or “Agreement”) apply to all travel and travel related Services offered for sale by Protocolo Tours, Inc. and/or its officers, directors, employees, representatives, affiliates, agents, independent contractors, or subcontractors (hereinafter referred to as “Protocolo Tours, “we,” or “us”). Protocolo Tours is located at 95 Merrick Way, 3<sup>rd</sup> floor, Coral Gables, Fl 33134. Our telephone number is 305-496-0092.

The terms “Service” or “Services” as used in these Terms and Conditions encompass: ground, water, and air transportation, accommodations, tours, leisure or adventure activities, equipment rentals, expeditions, entertainment, travel insurance and any other travel or travel related products offered or sold by Protocolo Tours. The term “Program” is defined as any Service, or package of Services, offered and/or sold by us. “Supplier” or “Vendor” refers to any provider of the Services in our Programs that are provided by third parties. “Itinerary” refers to the particularized schedule for a Program. References herein to “Participant,” “you,” or “your” shall apply to each and any of the following: a party participating in an offered Program (the traveling Participant) and their Parent or Legal Guardian who purchases the Program and accepts these Terms and Conditions on their behalf if the party participating is not of legal age to enter into a binding legal contract on their own behalf (the purchasing Participant).

**All bookings of Programs are also subject to the Terms and Conditions of the Supplier of the Service(s) incorporated in a Program.** By placing an order with Protocolo Tours, you agree to abide by all the Terms and Conditions of the applicable Suppliers without reservation, and to be bound by the limitations therein. If the Supplier’s Terms and Conditions are ever in conflict with the Terms and Conditions of Protocolo Tours, Protocolo Tours’ will control all issues relating to the liabilities and responsibilities of Protocolo Tours.

Please read these Terms and Conditions carefully, ask us any questions you have about them, and consult your attorney before you agree to be bound by them. Participant acknowledges that they have taken note of these Terms and Conditions before making a booking and have accepted the same by checking the “I have read and agree to the Terms & Conditions” box. When Parent or Legal Guardian is purchasing a Program for one or more Participants, checking the “I have read and agree to the Terms & Conditions” box verifies that Parent or Legal Guardian: (1) has informed all Participants of these Terms and Conditions and supplied them copy of the same; (2) has full authority on behalf of all the persons whose names appear thereon to accept the Terms & Conditions on their behalf, including for Participants who are not of legal age to accept these Terms and Conditions on their own behalf; (3) agrees to be responsible for any error in the accuracy of information they provide us in regards to those Participants; and (4) warrants that the traveling Participant(s), after consideration and with an opportunity to consult legal counsel, also agree to be bound by these Terms and Conditions, including the limitations of liabilities and cancellation policies herein. Without this acceptance, the processing of a booking is not technically possible. Therefore, by placing an order with Protocolo Tours, you (and all Participants in your group) agree to abide by these Terms and Conditions without reservation and to be bound by the limitations herein. We will also ask for the signature of this Terms and Conditions by the Parent and Legal Guardian.

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**1. Eligibility.** Purchasing participant must be over the age of 18 to purchase a Protocolo Tours Program and agree to these Terms and Conditions. Protocolo Tours' Program accepts high school students, including graduating seniors, who have at minimum completed their freshman year before the summer of the Program. Protocolo Tours reserves the right to evaluate eligibility and qualification requirements on a case by case basis.

**2. Modification of Our Terms and Conditions.** Our Terms and Conditions may be amended or modified by us at any time, without notice. It is therefore essential that you consult and accept our Terms and Conditions at the time of making a booking, particularly in order to determine which provisions are in operation at that time.

**3. Prices.** Our prices are contractual tariffs. No claim relating to the price of a Program will be considered once the reservation is effective. All prices are quoted in US dollars (US\$). Rates for Services are based on tariffs and exchange rates in effect at the time of posting and are subject to change prior to departure. Substantial changes in tariffs, exchange rates, the price of fuel, Services and labor sometimes increase the cost of Travel arrangements significantly. Protocolo Tours reserves the right to alter prices or introduce surcharges accordingly, even if payment has been received in full. Prices are on a per person basis.

Air prices: All airfares are approximate at the time of printing and are final at time of ticketing.

Unless otherwise stated in the description of a Program, the following amounts will **NOT** be included as part of one of our Program's advertised price:

- Items of a personal nature such as incidentals, toiletries, etc.
- costs associated with Passports or Visas
- excess baggage charges
- inspection, customs, immigration and naturalization fees

- single room supplement
- any other activities or items not explicitly advertised as included in the price of a Tour in its description.

**4. Reservations/Bookings.** To make a reservation with Protocolo Tours, please contact us at 305-496-0092 or to our authorized sales representative “Protocolo Tours Viajes y Turismo, CA” in Caracas – Venezuela, Tel: 0058-212-953-0079 or email [jovenesaeuropa@protocolotours.com](mailto:jovenesaeuropa@protocolotours.com), [info@protocolotours.com](mailto:info@protocolotours.com). A Tour Itinerary Package will be sent to you which includes our Itinerary and Cost and Payment Schedule, Confidential health and Release of liability. The confidential health and release of liability, should be returned to Protocolo Tours within 30 days. Failure to do so will be considered “**not registered**”.

**5. Initial Deposit and Payment Installments .**

- Initial Deposit: A \$ 3,000.00 (three thousand dollars) deposit per traveling Participant is required before January 15<sup>th</sup> 2020. The information in regard of where you will need to make the deposit will be sent to you. Deposits will be subjected to cancellation fees as described in Section 7.
- Payment Installments. The amount and payment installment dates will be specified in the document “Cost and Payment Schedule” which will be delivered to the Participant at the time of booking. Payment Installments are subject to cancellation fees as described in Section 7.

**6. Payment Methods.** We accept payment by:

- Cash.
- Personal check(s), drawn on a US bank
- Wire transfer payment with incoming fees paid by the sender\*, (We will send you the wire transfer information and bank information via email once you have signed up for the tour.)
- Zelle

Deposits, installment payments and final payments should be sent to: Protocolo Tours, 95 Merrick Way, 3<sup>rd</sup> Floor, Coral Gables, Fl 33134 or you can email them to: [jovenesaeuropa@protocolotours.com](mailto:jovenesaeuropa@protocolotours.com), [info@protocolotours.com](mailto:info@protocolotours.com)

If we could not take payment from your payment card account, we will send you an email or call you regarding the matter. This could be because of insufficient funds in your payment card account, incorrect details provided by you on our site, any fraud alerts received from our fraud prevention system or if your bank declined the transaction. You can also contact your bank or card issuing company to authorize your transaction or provide us a different payment card acceptable by Protocolo Tours. We do not take responsibility for any damages caused by the non-acceptance of your payment for whatever reason. If we notice any fraudulent transaction from the provided credit or debit card, we will inform such activity to our Credit Card Verification Company, bank, or Supplier, and if required we will also inform the appropriate legal authorities. We process all credit and debit card transactions securely and transmit the data using SSL.

**7. Cancellations and Alterations Policies.**

- Cancellations and Alterations attributable to Participant

At the time we receive written notice from Participant that you wish to cancel your Tour, the following fees will apply (**all dates are from the departure date**). Please note that a no show passenger forfeits all deposits and payments made.

<b>Date of Cancellation</b>	<b>Charge</b>
150 or more days prior to departure	Receive a refund of the initial deposit. The deposit will be returned after the trip is finished
120-149 days prior to departure	100% of any deposits and payments given to the Agency to date for Program.
45-119 days prior to departure	100% of any deposits and payments given to us to date for the Program. In addition, Participant must pay a cancellation fee of 35% of the price of Services as specified in the document Cost and Payment
30-44 days prior to departure	100% of any deposits and payments given to us to date for the Program. In addition, Participant must pay a cancellation fee of 50% of the price of Services as specified in the document Cost and Payment
15-29 days prior to departure	100% of any deposits and payments given to us to date for the Program. In addition, Participant must pay a cancellation fee of 70% of the price of Services as specified in the document Cost and Payment
Departure date to 14 days prior to departure	100% of any deposits and payments given to us to date for the Program. In addition, Participant must pay a cancellation fee of 100% of the price of Services as specified in the document Cost and Payment

\*Many Suppliers have their own policies in regards to cancellation or alterations. All Participants should review those policies prior to purchase. The Supplier cancellation penalties on payments will be determined by the individual Suppliers and Vendors, not Protocolo Tours. Changes, cancellations, and refunds may not always be possible.

c. Cancellations and/or Alterations attributable to Third parties or Protocolo Tours

Particularly as a result of political or environmental changes, rescheduling of air routes and times, and other circumstances outside our control, we have on occasions to make changes to and cancel confirmed bookings. While we always endeavor to avoid changes and cancellations, we must reserve the right to do so and to substitute alternative arrangements of comparable monetary value without compensation and accepts no liability for loss of enjoyment as a result of these changes. Protocolo Tours reserves the right to adjust the itinerary or change the modes of ground and air travel, change the quality of accommodations or hotels or change in the Tour without prior notice. Protocolo Tours will attempt to provide advanced notice of any changes to Itinerary or Services to the extent possible.

Protocolo Tours reserves the right to adjust Itineraries as deemed necessary, or to postpone or substitute Itineraries or Services, if travel conditions may jeopardize the health and/or safety of the Participants, or prevent the Itinerary from operating as scheduled. Any additional charges incurred arising from the postponement, delay or extension of a Program or adjustment to the itinerary due to weather, equipment failure, flight schedule changes, illness, or other causes beyond our control will be the Participant's responsibility.

**8. Issuing Travel Documents.** Travel documents will only be sent to the purchasing Participant who places the order and personally agrees to these Terms and Conditions. Should you change your email address, phone number, or address before your departure date, you are required to advise us of the change. If a Participant provides incorrect information to Protocolo Tours, we do not assume any liability if the Program is adversely affected or made impossible by the non-receipt of travel documents.

**9. Participants with Special Needs or Disabilities.** If you have special needs (e.g., wheelchair accessible room, traveling with seeing eye dog, etc.) you must call all relevant Service provider for your Program ahead of time and verify that special needs can be met. Depending on their terms and conditions, your reservation may be refunded, canceled or modified if special handicapped needs cannot be met. Protocolo Tours makes no guarantee as to the ability of any Accommodations, conveyance, activity provider, or facilities advertised on its site to meet the special needs of disabled clients.

**10. Insurance.** Travel insurance is required of ALL Program Participants for the entire length of the program. Protocolo Tours will procure third-party travel insurance for ALL Participants which is included in the program fees. This includes Program insurance in emergency medical evacuation, Program delay (interruption or after departure coverage), baggage and repatriation. However, Participant is advised that all questions relating to coverage must be referred directly to the insurance company ASSIST CARD, [www.assist-card.com](http://www.assist-card.com), address 175 SW 75<sup>th</sup> St, Miami FL 33130 USA, Toll free 1800-874 2223, collect call: 1 305-381-9959, Spain toll free: 900 100119. Please note that you are welcome to get coverage through another agency if you choose. It is Participant's responsibility to understand the limitations of their insurance coverage and purchase additional insurance as needed. Participant agrees that Protocolo Tours is not responsible for any uninsured losses. Participant agrees that he read and agreed for the terms and conditions that the Insurance Company is offering.

**11. Passports, Visas, and Health Requirements.** It is Participant's responsibility to verify they have all the necessary visas, transit visas, passport, and vaccinations prior to travel. A full and valid passport is required for all persons traveling to any of the destinations outside the U.S. that we feature. You must obtain and have possession of a valid passport, all visas, permits and certificates, and vaccination certificates required for your entire Program.

Most international destinations require a passport valid until at least six (6) months beyond the scheduled end of your Itinerary. Non-U.S. citizens should contact the appropriate consular office for any requirements pertaining to their Program. Further information on entry requirements can be obtained from the State Department, by phone (202) 647-5335 or access online at <http://travel.state.gov/content/passports/en/passports.html> or directly from the destination country's website.

Some countries require you to be in possession of a return ticket or exit ticket and have sufficient funds, etc. Similarly, certain countries require that the Participant produce evidence of insurance/repatriation coverage before it will issue a visa.

You must carefully observe all applicable formalities and ensure that the surnames and forenames used for all passengers when making a booking and appearing in your travel documents (booking forms, travel tickets, vouchers, etc.), correspond exactly with those appearing on your passport, visas, etc.

Immunization requirements vary from country to country and even region to region. Up-to date information should be obtained from your local health department and consulate. You assume complete and full responsibility for, and hereby release Protocolo Tours from, any duty of checking and verifying vaccination or other entry requirements of each destination, as well as all safety and security conditions of such destinations during the length of the proposed travel or extensions expected or unexpected. For State Department information about conditions abroad that may affect travel safety and security, you can contact them by phone at (202) 647-5335. For foreign health requirements and dangers, contact the U.S. Centers for Disease Control (CDC) at (404) 332-4559, use their fax information service at (404) 332-4565, or go to <http://wwwnc.cdc.gov/travel/>.

It is your responsibility to ensure that you hold the correct, valid documents for the countries you are visiting and have obtained the necessary vaccinations, clearance to travel, and hold the necessary confirmations for medications required as we cannot be held liable for any illness, delays, compensation, claims and costs resulting from your failure to meet these requirements.

WE CANNOT ACCEPT RESPONSIBILITY IF YOU ARE REFUSED PASSAGE ON ANY AIRLINE, CRUISE, TRANSPORT OR ENTRY INTO ANY COUNTRY DUE TO THE FAILURE ON YOUR PART TO CARRY OR OBTAIN THE CORRECT DOCUMENTATION. IF FAILURE TO DO SO RESULTS IN FINES, SURCHARGES, CLAIMS, FINANCIAL DEMANDS OR OTHER FINANCIAL PENALTIES BEING IMPOSED ON US, YOU WILL BE RESPONSIBLE FOR INDEMNIFYING AND REIMBURSING US ACCORDINGLY.

**12. Accommodations.** “Accommodations” are any lodgings in a dwelling or similar living quarters afforded to Participants including, but not limited to, hotels, dormitories, quarters in ships and charters, motels, and resorts. Protocolo Tours provides the accommodations for its Programs through third-party Vendors and retains no ownership or management interest in those Accommodations. Protocolo Tours does not guarantee the location or the amenities of the Accommodations nor the performance of the third-party Vendors. If any issues arise, please contact the owner/operators of the respective Accommodations directly.

Accommodations and living standards may vary from country to country, especially in some of the remote locations we visit. Protocolo Tours makes no guarantees about the living standards in remote locations, but we will try to work with an Accommodation provider within the same category you purchased, if available, should serious problems as to habitability arise. Any additional costs, i.e. upgrades etc., will be borne by the Participant.

**13. Tourism Suppliers (Air, Land, Sea and Tour Operators):** Protocolo Tours’ responsibilities in respect to air, Land, Sea and Tour Operator’s travel are limited by the relevant airline, Sea and Land Transportation and Tour Operator’s Contract of Carriage. All Contracts of Carriage are available for view publicly on their websites and at their office branches. Protocolo Tours is not able to specify the type of aircraft to be used by any airline or guarantee seat assignments. In addition, Protocolo Tours is not responsible for losses due to cancelled flights, seats, or changed flight itineraries. Airlines retain the right to adjust flight times and schedules at any time; schedule changes can result in an itinerary that falls outside of contractual agreements. You cannot cancel your reservation without penalty due to a change of airline, aircraft type or destination. If an airline cancels or delays a flight, you should work with the airline to ensure you arrive at your destination on or ahead of time. Protocolo Tours will not provide any refund for Programs missed, in part or full, due to missed, cancelled or delayed flights, or other flight irregularities including, without limitation, denied boarding whether or not you are responsible for such denial. Airline flights may be overbooked. A person denied boarding on a flight may be entitled to a compensatory payment or other benefits. The rules for denied boarding are available at all ticket counters in your Contract of Carriage. The airline fulfilling your reservation *may* change from the airline displayed on our website. In this instance we will contact you to let you know of the change. Direct flights may be “non-stop” or may involve one or more stop-overs (in the latter case this means the same flight by the airline, because the flight number remains the same). The same applies to connecting flights that may be subject to crew changes. When you reserve a scheduled or charter flight involving a stop-over in a town, and the second flight takes off from a different airport to the airport of arrival, ensure that you have sufficient time for reaching the second airport. The journey to the other airport is at your own expense. Protocolo Tours will not be able to reimburse you for these costs, nor will it be liable if you miss the second flight. Protocolo Tours will not bear any liability, particularly in the event of timetable changes, delays, cancellations, etc., attributable to force majeure (labor dispute, strikes, storms, wars, earthquakes, epidemics, etc.) or in the event that, after the specified arrival time at the airport, it is found that the customer is refused boarding for failure to comply with the administrative or health formalities, or failure to check-in.

**14. Activities Offered During your Program.** Some activities available on our Programs are physically active and interactive, so you must be in good physical condition and health to participate in them. An offered activity may not be appropriate for all ages or for individuals with certain medical conditions. Protocolo Tours may not be held liable in the event of an incident or accident which is due to a lack of vigilance on your part.

YOU ACKNOWLEDGE THAT THE USE OR ENJOYMENT OF AN ACTIVITY MAY BE HAZARDOUS AND INHERENTLY RISKY, AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, PROTOCOLO TOURS SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURY OR DEATH; LOST, STOLEN, DAMAGED OR DESTROYED PROPERTY; OR OTHER LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE ACTIVITY

**15. Marketing Materials and Illustrative Photos.** Protocolo Tours endeavors to illustrate the Services it offers using photographs or illustrations that provide a realistic representation of the Services. However, please note that photographs and illustrations appearing in descriptions are for illustrative purposes only. They are not contractual nor are they to be construed as guarantees of the conditions of the Services pictured at the time of your Program.

**16. Code of Conduct and Grounds for Suspension from Program.** Participant must follow the Code of Conduct as outlined below. Violations are grounds for suspension from the Program, and any additional costs or expense incurred in returning the Participant the point of origin (including substitute accommodation) shall be borne by Participant. Neither Protocolo Tours nor its Tour Leader or its Support Team, will be responsible for actions, omissions and consequences of the breach of the Code of Conduct by Participant including but not limited to the following: damages caused to third parties by the same or dangerous behavior Participant has executed, damage caused by Participant or to others for the execution of any offense under the laws of the country where Participant is; damage to himself, herself or others by excessive intake of alcohol, use of drugs not previously disclosed or reported to the Agency and/or Tour Leader and Support Team; and exits out of Itinerary which are not authorized by Agency and/or Tour Leader and Support Team.

#### CODE OF CONDUCT

- a. Participant agrees to promote the formation of a community where there is respect among all members, team support and logistics and other staff involved in the provision of the Services
- b. Participant agrees to assume responsibility for the care of each and every one of his/her possessions, especially money and passport, in order to avoid problems.
- c. Participant agrees to follow the instructions given by the Tour Leader and Support Team.
- d. Participant agrees to be punctual at all times to meet the Itinerary.
- e. Participant agrees to contact the Tour Leader and Support Team regarding problems, request for change or room or any concerns that may arise during the Program.
- f. Participant agrees to stay with the group at all times and bring the list of addresses and phone numbers of Accommodations.
- g. Participant agrees to advise the Support team of any discomfort, and to not abuse medication.
- h. Participant agrees to be careful in stores to avoid any inconvenience and/or police intervention.
- i. Participant agrees to not use music players (Mp3,ipod, etc) or cell phones during guided tours or while instructions are given.
- j. Participant agrees to not invite third parties to group activities or to rooms without prior authorization.
- k. Participant agrees to not drink alcohol or consume illegal substances during or immediately before the Program.

l. Participant agrees to not participate in any activities outside the Itinerary or scheduled without permission from the Tour Leader.

M. Grounds for suspension. The Agency may contact the legal representative of the Participant and suspend the Participant's participation in the Program when:

- i. Participant violates the Code of Conduct;
- ii. When Participant behaves in a way that endangers himself, herself or others;
- iii. If Participant is disciplined by any civil or criminal authorities, Accommodation or conveyance Suppliers;
- iv. If Protocolo Tours, in its sole discretion, determines that Participant's conduct violates Protocolo Tours' Code of Conduct or if it determines that Participant's conduct is incompatible with the interests, safety or welfare of other Participants or Service providers/Vendors or their employees.

If the participant does not respect any of the Code of Conducts explained before, we will contact the Parent or Legal Guardian for them to look for the participant in the closes city where they can meet. If the participant occurred in any extra Cost due of that, it would be their responsibility.

**17. Local Customs and Travel Risks.** Participants will be traveling to foreign countries, with different customs, standards, laws and risks than those Participants are accustomed to. Participant understands that they must be prepared to cope with the unexpected, with local customs and shortages, with the vagaries of weather, travel and mankind in general. As such, Participant acknowledges and accepts the risks associated with travel in a foreign country and agrees to release and hold Protocolo Tours harmless for any such problems experienced while participating in their Program. Including in their country of origin

**18. Medical and Physical Condition, Medical Emergencies.** Participant certifies that they are responsible for managing their own medication and medical, physical, or allergic conditions during their Program. Participants who have physical conditions wherein they must take medication daily should have back up medication in case the medication gets lost, or is rendered unusable. Participant understands that in the event of injury to Participant, or exacerbation of Participant's medical condition, Protocolo Tours may not be held responsible. The quality of medical personnel and facilities vary from region to region and cannot be controlled by Protocolo Tours. In some parts of the world, substandard medical care is common and unavoidable. Hospital facilities are often unavailable and evacuation can be prolonged, difficult and expensive. Protocolo Tours is not responsible for the costs of any medical treatment you may require during a Program and assumes no liability regarding provision of medical care or lack thereof that you may receive while on the Program. **YOU ARE RESPONSIBLE FOR RISKS ASSOCIATED WITH, AND COSTS, OF ANY AND ALL MEDICAL TREATMENTS YOU MAY REQUIRE OR RECEIVE DURING YOUR PROGRAM.** Participant releases Protocolo Tours from any liability relating to any such medical care, whether secured by a Service provider on behalf of Participant, or otherwise, and agrees to be responsible for any and all expenses incurred for said medical care.

**19. Use of Information.** Protocolo Tours may occasionally use statements and testimonials provided by Participants, and/or Participants' photographs, in marketing materials, on the internet (including social media), and in print publications and advertisements to promote Protocolo Tours. You fully consent to such use of Your statements and/or photographs, images, or other likenesses, for marketing or promotional purposes without the payment of any compensation to You, and grant Protocolo Tours a non-revocable license for said use.

**20. Notices.** Any notices required or permitted hereunder shall be given:



a. If to Protocolo Tours, via certified mail, return receipt requested, addressed to:

Protocolo Tours  
95 Merrick Way, 3<sup>rd</sup> Floor  
Coral Gables, Fl 33134

Or via email to:

[Jovenesaeuropa@protocolotours.com](mailto:Jovenesaeuropa@protocolotours.com) [info@protocolotours.com](mailto:info@protocolotours.com)

b. If to Participant, at the email or physical address provided by Participant during the registration process.

c. Such notice shall be deemed given: upon personal delivery; if sent by electronic mail, upon confirmation of receipt; or if sent by certified or registered mail, postage prepaid, three (3) days after the date of mailing.

**21. Seller of Travel Registration Information.** Protocolo Tours is registered with the Florida Department of Agriculture and Consumer Services. ST39694

**22. Limitation of Liability.** IN NO EVENT SHALL PROTOCOLO TOURS BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, DAMAGES FOR ANY LOSS OF OPPORTUNITY OR OTHER PECUNIARY LOSS, EVEN IF PROTOCOLO TOURS HAS BEEN ADVISED OF THE POSSIBILITY OR PROBABILITY OF SUCH DAMAGES OR LOSSES, WHETHER SUCH LIABILITY IS BASED UPON CONTRACT, TORT, NEGLIGENCE OR OTHER LEGAL THEORY. IN NO EVENT SHALL PROTOCOLO TOURS' TOTAL AGGREGATE LIABILITY TO THE PARTICIPANT FOR CLAIMS ARISING UNDER THIS AGREEMENT EXCEED THE TOTAL AMOUNTS PAID BY THE PARTICIPANT TO PROTOCOLO TOURS UNDER THIS AGREEMENT.

PROTOCOLO TOURS IS ACTING AS A MERE AGENT FOR ALL SUPPLIERS OF ALL THIRD PARTY PROVIDED SERVICES, AND ACCOMMODATIONS ADVERTISED AND/OR SOLD BY US. ANY AND ALL SUPPLIERS OF THIRD PARTY PROVIDED SERVICES, AND ACCOMMODATIONS ADVERTISED AND/OR SOLD BY PROTOCOLO TOURS ARE THIRD PARTY VENDORS AND PROTOCOLO TOURS RETAINS NO OWNERSHIP INTEREST, MANAGEMENT, OR CONTROL OF THOSE THIRD PARTY VENDORS. TO THE FULLEST EXTENT PERMITTED BY LAW, PROTOCOLO TOURS DOES NOT ASSUME LIABILITY FOR ANY INJURY, DAMAGE, DEATH, LOSS, ACCIDENT OR DELAY DUE TO AN ACT OR OMISSION OF ANY THIRD PARTIES (INCLUDING THIRD PARTY VENDORS), GOVERNMENTAL AUTHORITY, OR ACTS ATTRIBUTABLE TO YOU YOURSELF, INCLUDING, WITHOUT LIMITATION, NEGLIGENT OR RECKLESS ACTS.

**23. Disclaimer of Warranties.** UNLESS OTHERWISE STATED, ALL GOODS AND SERVICES OFFERED BY PROTOCOLO TOURS ARE PROVIDED TO YOU ON AN "AS IS," "AS AVAILABLE" BASIS.

TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, PROTOCOLO TOURS DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, SUITABILITY FOR A PARTICULAR PURPOSE, TITLE, UNINTERRUPTED SERVICE, AND ANY WARRANTIES ARISING OUT OF A COURSE OF PERFORMANCE, DEALING OR TRADE USAGE FOR ALL GOODS AND SERVICES SOLD BY/THROUGH PROTOCOLO TOURS. Applicable law in your jurisdiction may not allow the exclusion of implied warranties, so the above exclusions may not apply to you.

**24. Indemnification and Release.** Except as otherwise set forth herein, Participant hereby releases Protocolo Tours from any and all liability, loss, expense, damages, or claims arising out of or resulting

from Participant's participation in a Program, whether caused by the negligent or reckless conduct of Participant, a Service Provider, a provider of Accommodations, another third party, or otherwise.

Participant hereby also agrees to indemnify, defend and hold harmless Protocolo Tours from and against any and all damages, losses, claims, liabilities, deficiencies, costs, fees (including reasonable attorneys' fees) and expenses, arising out of any claim brought against Protocolo Tours regarding, resulting, or arising from Participant's participation in a Program or Participant's performance of this Agreement.

**25. Force Majeure.** Protocolo Tours shall not be responsible for failure to perform any of its obligations under this Agreement during any period in which such performance is prevented or delayed due to Force Majeure. "Force Majeure" refers to any event beyond Protocolo Tours' reasonable control, including but not limited to severe weather, fire, flood, mudslides, earthquakes, war, labor disputes, strikes, epidemics, World Health Organization's advisories and/or alerts, Center for Disease Control's advisories and/or alerts, U.S. State Department's advisories and/or alerts, any order of any local, provincial or federal government authority, interruption of power Services, terrorism or any other causes beyond the control of Protocolo Tours or deemed by Protocolo Tours to constitute a danger to the safety and well-being of Participants. Protocolo Tours reserves the right to cancel any Services described in a Program Itinerary due to Force Majeure.

**26. Disputes: Binding Arbitration, Governing Law, Jurisdiction, Venue, etc.** These Terms and Conditions and the relationship between You and Protocolo Tours will be governed by the laws of the State of Florida without regard to its conflict of law provisions.

You and Protocolo Tours shall attempt in good faith to resolve any dispute concerning, relating, or referring to a Program, Services sold by us, Credit Card charges, Protocolo Tours' website, any literature or materials concerning Protocolo Tours, and these Terms and Conditions or the breach, termination, enforcement, interpretation or validity thereof, (hereinafter a "Dispute") through preliminary negotiations. If the Dispute is not resolved through good faith negotiation, all Disputes shall be resolved exclusively by binding arbitration held in Miami, Florida and presided over by one (1) arbiter. The arbitration shall be administered by JAMS pursuant to its [Comprehensive Arbitration Rules and Procedures](#) and in accordance with the [Expedited Procedures](#) in those Rules. The arbitrator's decision shall be final and binding and judgment may be entered thereon. In the event a party fails to proceed with arbitration the other party is entitled of costs of suit including a reasonable attorney's fee for having to compel arbitration. Nothing herein will be construed to prevent any party's use of injunction, and/or any other prejudgment or provisional action or remedy. Any such action or remedy shall act as a waiver of the moving party's right to compel arbitration of any dispute.

You and Protocolo Tours agree to submit to the personal jurisdiction of the federal and state courts located in Miami, Florida with respect to any legal proceedings that may arise in connection with, or relate to, our Binding Arbitration clause and/or a Dispute. The Client and Protocolo Tours agree the exclusive venue for any and all legal proceedings that may arise in connection with, or relate to, our Binding Arbitration clause and/or a Dispute, shall be the federal and state courts located in Miami, Florida and to irrevocably submit to the jurisdiction of any such court in any such action, suit or proceeding and hereby agrees not to assert, by way of motion, as a defense or otherwise, in any such action, suit or proceeding, any claim that (i) he, she or it is not subject personally to the jurisdiction of such court, (ii) the venue is improper, or (iii) this agreement or the subject matter hereof may not be enforced in or by such court. YOU RECOGNIZE, BY AGREEING TO THESE TERMS AND CONDITIONS, YOU AND PROTOCOLO TOURS ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION WITH RESPECT TO THE CLAIMS COVERED BY THIS MANDATORY BINDING ARBITRATION PROVISION.

**27. Attorney's Fees, Costs, and Expenses of Suit.** If any act of law or equity, including an action for declaratory relief or any Arbitration Proceeding, is brought to enforce, interpret or construe the provisions of these Terms and Conditions, a Program, Protocolo Tours' website or any literature or

materials concerning Protocolo Tours, the prevailing party shall be entitled to recover actual reasonable attorney's fees, costs, and expenses.

**28. Assignment.** Participant may not assign his rights or obligations hereunder without the prior written consent of Protocolo Tours.

**29. Severability and Survivability.** If any provision, or portion of a provision, in these Terms and Conditions shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable and shall not affect the validity and enforceability of any remaining provisions. Participant and Protocolo Tours agree to substitute for such provision a valid provision which most closely approximates the intent and economic effect of such severed provision.

Notwithstanding any other provisions of this these Terms and Conditions, or any general legal principles to the contrary, any provision of these Terms and Conditions that imposes or contemplates continuing obligations on a party will survive the expiration or termination of these Terms and Conditions.

**30. Waiver, Etc.** No delay or failure by either party to exercise or enforce at any time any right or provision hereof will be considered a waiver thereof of such party's rights thereafter to exercise or enforce each and every right and provision hereof. No single waiver will constitute a continuing or subsequent waiver. Protocolo Tours does not guarantee it will take action against all breaches of these Terms and Conditions. No waiver, modification or amendment of any provision hereof will be effective unless it is in a writing signed by both the parties.

**31. Consent to Terms and Conditions.** Participant acknowledges that they have read these Terms and Conditions before submitting their Application and have accepted the same by checking the "I have read and agree to the Terms & Conditions" box. This electronic acceptance will be legally binding upon all Participants.