



Terms & Conditions

I authorize Pangea Luxury Travel dba Del Sol Travels to charge the credit card provided herein. I acknowledge charges described herein and agree to the terms as stated above. I further acknowledge that I understand I may not be entitled to a full refund should my travel plans change and any cancellation or change fees apply. (If using a debit card, please be advised that this authorization may affect your checking account until final settlement of transaction). Pangea Luxury Travel dba Del Sol Travels shall not be liable for failure of travel service suppliers, including but not limited to airlines, hotels, cruise lines, railroads, car rental agencies, tour operators and consolidators to perform the services offered by such suppliers. Pangea Luxury Travel dba Del Sol Travels, in providing travel management services, does not guarantee or insure the services to be provided by any supplier, the financial position of such suppliers or the reimbursement to you from any loss experienced as a result of the financial condition of such supplier. In the event that a supplier defaults prior to providing the service to you for which payment has been made, the sole recourse for refund shall be with the defaulting supplier, from insurance covering such defaults if any or from other responsible third party unless such was caused by Pangea Luxury Travel dba Del Sol Travels. In those situations in which a supplier defaults prior to providing services you may pursue any recourse against the supplier for refund, which may be permitted by law or statute. Pangea Luxury Travel dba Del Sol Travels warrants that it provides the highest standards of service in the trade and will use appropriate care in selecting suppliers so as to protect you from such default. Except as expressly stated herein, Pangea Luxury Travel dba Del Sol Travels assumes no responsibility for actions relating to travel services beyond the control of Pangea Luxury Travel dba Del Sol Travels or its employees.

Pangea Luxury Travel dba Del Sol Travels is not responsible or liable for any act, error, omission, injury, loss, accident, damage, delay, nonperformance, irregularity, or any consequence thereof, which may be occasioned through neglect, or default or any other act or inaction of any supplier of Travel products. Pangea Luxury Travel dba Del Sol Travels shall not be liable for any fluctuation in price or change in schedule or equipment or accommodations for any travel service, which occurs subsequent to payment for such service. Pangea Luxury Travel dba Del Sol Travels acts as a service bureau that provides value added service to consumers. Pangea Luxury Travel dba Del Sol Travels has no control over and assumes no liability for the actions of the suppliers from whom it obtains Travel products. Once tickets have been issued there may be a penalty involved for refunds. We do not have control over printed prices on the tickets, although some tickets may have BT (Bulk fare) printed on them, some may have a specific value on them, which may be different (lower or higher) than the fare collected. Discounts offered may vary depending on a number of factors including Airlines utilized, class of service, destination, time of year (low, mid or high season), advance notice provided, minimum stay requirements fulfilled and flight load.

LIMITATIONS OF LIABILITY/DISCLAIMER

Information contained in the Site (including text, graphics, links or other material) are provided on an "as is," and "where available" basis. Pangea Luxury Travel dba Del Sol Travels makes no representation or warranty, express or implied, to you or another person or entity as to the accuracy, results, timeliness, completeness, merchantability, fitness for any particular purpose with respect to the Site or any related materials, products, services, or information. Under no circumstances, including, but not limited to, negligence, shall we, and/or our providers or distributors, be liable for any damages to, or viruses that may infect, your computer equipment or other property on account of your access to, use of, or browsing on the Site, or your downloading of any materials, data, text, images, video, audio, or other information from the Site. In no event shall we, and/or our providers or distributors, be liable for any injury, loss, claim, damage, or any special, punitive, indirect, incidental, or consequential damages of any kind (including, but not limited to, lost

profits or lost savings), whether based in contract, tort, strict liability, or otherwise, that arise out of or are in any way connected with the use, or the inability to use, the Site or the services or materials on the Site, even if advised of the possibility of such damages. In no event shall our aggregate liability, or that of our providers or distributors, exceed the

providers of travel-related products and/or services by promoting, selling or accepting reservations or bookings for such products and/or services (such as air and ground transportation, hotel accommodations, meals, tours, cruises, travel insurance, etc.).

INDEMNIFICATION

All Users and/or Customers agree to protect and indemnify Pangea Luxury Travel dba Del Sol Travels, 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: • You or on your behalf in excess of the liability described above; or • By third parties as a result of : o Your breach of these Terms and Conditions, notices or documents referenced on the Site; o Your violation of any law or the rights of a third party; or o Your use of the Site

RELEASE

If you have a dispute with travel service suppliers, including but not limited to airlines, hotels, cruise lines, railroads, car rental agencies, tour operators and consolidators to perform the services offered by such suppliers, you release us (and our officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

SITE USAGE AND TRAVEL PURCHASE

You warrant that you are at least 18 years of age and possess the legal authority to enter into this agreement and to use the Site in accordance with all terms and conditions herein. You agree to be financially responsible for all of your use of the Site (as well as for use of your account by others). You are responsible for any bookings made by persons under your direction or control. You also warrant that all information supplied by you or on your behalf, or by members of your household in using the Site is true and accurate. Further you also confirm that the traveler is not an unaccompanied minor. Without limitation, any exploratory, false, or fraudulent reservation or any reservation in anticipation of demand is prohibited. You agree that the travel services reservations facilities of the Site shall be used only to make legitimate reservations or purchases for you or for another person for whom you are legally authorized to act. You understand that overuse or abuse of the travel services reservation facilities of the Site may result in you being denied access to such facilities. All offers, prices, and conditions of sale may be subject to: • Change without notice before booked with deposit • Advance purchase, eligibility, seating, or other limitations • Travel days, dates, minimum or maximum stays, holidays, seasons, blackout dates, stopovers, and/or waitlisting restrictions • Reservation validation limitations of up to one year (if any extension permitted, penalties/restrictions may apply); and/or • Other conditions/restrictions • Availability. Lower prices may be available. • If your itinerary involves an ultimate destination or stop in a country other than the country of departure, the provisions of a treaty known as the “Warsaw Convention” may be applicable to your entire trip, including any portion entirely within the country of origin or destination. The Warsaw Convention governs and may limit the liability of certain air carriers for death of or personal injury to passengers and/or loss of or damage to baggage. A reservation is not complete until confirmed/ticketed. To protect our customers, we verify with the credit/debit card company that the billing address and credit card verification number you provided to us is accurate and that your debit/charge will be accepted. Until such information is verified, the fare is subject to change. We are not responsible for any transaction that is declined based upon a credit/debit card that is declined by the issuing company or a travel provider or if, for any reason, the debit/credit card billing address and/or credit card verification number cannot be verified in a timely manner, nor are we responsible for any changes in fare or any other charges that may occur during our verification process. At times when the fare selected is not available an approval code may have been taken on your credit card, if the transaction is not completed the approval code may block your available credit for a time period until the bank removes the block.

LINKS

The Site provides links to other websites as a convenience to you and we do not endorse nor are we responsible for the

contents of other websites. If you decide to access other websites you do so at your own risk.

REFUNDS

All of our tickets, hotels and fees have cancel penalties or are NON-REFUNDABLE. If you have applied for a refund with us, we do not guarantee the time period it may take for the refunds to be processed. All refund requests are on REQUEST basis only. Please contact after 72 hours to re-confirm if the refund or void request has been processed. Please allow another 60 days to reflect on your credit card after the re-confirmation that the refund request has been approved.

CREDIT CARD DECLINES

At the time of processing your transaction if your credit card declines, we will make all efforts to notify you by telephone or by way of an email message within 1 business day. The transaction will not be processed if your credit card has declined. The FARE and any other booking details are NOT GUARANTEED.

CHANGES TO FLIGHTS ALREADY PURCHASED

Any and all changes made to the itinerary are restricted. Tickets/hotels/cars/packages/cruises do not allow any date or name changes after the booking is completed. Pangea Luxury Travel dba Del Sol Travels does not guarantee, and shall not be responsible for, any bookings or reservations made or confirmed to you in the event that the original itinerary has been changed pursuant to customer's request. For any itinerary where changes may be permitted an exchange fee will be assessed by Pangea Luxury Travel dba Del Sol Travels as detailed below, in addition to Airline penalties and any fare difference. Please contact us at 978.518.6259 or via email to nancy@Pangea Luxury Travel dba Del Sol Travels to determine the total cost of exchanging your ticket. Our Ticket Exchange fees (not including airline fees and not including fare difference)- Domestic Travel – Departure beyond 10 days – 100 USD, Domestic Travel – Departure within 10 Days – 150 USD, International Travel – Departure beyond 10 days – 200 USD, International Travel – Departure within 10 days – 300 USD Cancellations: All airline tickets are fully non-refundable. In certain cases where the Airline may allow cancellations, a credit may be available for future ticket purchase and travel on the same airline. Usually the credit is valid for a very limited time, as determined by the Airline. All such bookings where the cancellation may be permitted must be canceled prior to departure of your first flight segment by calling 978-518-6259 Monday through Friday, between the hours of 8am and 4pm EST. Outside of those hours, it is your responsibility to contact the Airline directly. A voice message is not sufficient notice of cancellation. We do not guarantee any cancellations as these policies are determined by the issuing airline. If a credit is issued by the Airline, the regulations regarding the usage and validity of the credit are at the sole discretion of the Airline. When you are ready to make the new booking, you will be responsible for any fare difference, applicable airline penalties for that fare and Pangea Luxury Travel dba Del Sol Travels exchange fees. All such changes are governed by the airlines rules and regulations, Pangea Luxury Travel dba Del Sol Travels does not provide any representations or guarantees on changes or fees. No additional representation is made for our exchange fees except that an agent will assist you in locating your desired new flights and attempt to re-book the new flights based on availability and other factors.

OUR FEES

In some circumstances Pangea Luxury Travel dba Del Sol Travels may charge a booking fee, which would be a non-refundable fee.

ONLINE TRANSACTION BOOKING FEES

On All Airfares (airfare only ... airfare with packages have no fees attached) purchased through Pangea Luxury Travel dba Del Sol Travels charges a transaction booking service fee of USD \$50 per person for all passenger types for domestic travel and \$100 per person for international itineraries. * There are certain exceptions to the service fees for Flight bookings. Exceptions to the Service fees policy: Multiple carriers on a single itinerary increase our costs. More than one airline carrier on a reservation will increase the fee by \$25 per extra carrier.

FARE CHANGES

At times, even after the confirmation of a reservation, the fare may change. We will notify you of any fare changes and we do not assume any responsibility – financial or otherwise for any such fare changes. We will notify you of the new fare and at that point you may either cancel or still purchase the product at the new cost.

TICKET DELIVERY

Most tickets are electronic (e-tickets), however with certain itineraries where an e-ticket is not available a paper ticket is made available. Shipping charges are only applicable if overnight service is required. Overnight shipping is a \$25 flat fee. Pangea Luxury Travel dba Del Sol Travels does not assume any responsibility for the fault of the delivery company. We will attempt to redeliver but do not provide any guarantees for redelivery on time. If you provide an incorrect address, you will be responsible for excess fees to the delivery company for alteration of the address. These charges will be billed to the credit card used for payment.

CREDIT CARD PAYMENT TERMS:

All credit cards must have verifiable US billing address. If you are making a purchase for another individual, and are not personally on the itinerary, please confirm the passenger's name on the Payment Form or email us at Nancy@PangeaLuxuryTravel.net. Please note that Pangea Luxury Travel dba Del Sol Travels is not liable for incorrect information submitted by the client or their representative and any fees incurred are the responsibility of the individual.

- o If there is any issue with the credit card, we will notify you within 24 hours; submitting the credit card does not automatically guarantee ticketing.
- o Pangea Luxury Travel dba Del Sol Travels bears no responsibility in the event your credit card is not charged by Pangea Luxury Travel dba Del Sol Travels. There can be a number of reasons for which credit card may not have been charged by Pangea Luxury Travel dba Del Sol Travels, such as: Airline did not confirm the booking, fare increased since payment information was submitted, insufficient funds available in the credit card, etc. Pangea Luxury Travel dba Del Sol Travels uses stringent safety measures for credit card payment processing.
- o Fraudulent transactions if any, are reported to airport security, airlines and other federal and state organizations.
- o You agree to be liable for any and all credit card payments disputes or other problems such as fraud made to us or the supplier on behalf of you or any individual you are representing. You agree to reimburse Pangea Luxury Travel dba Del Sol Travels in cases of fraud or charge backs.
- o All credit card transactions must be submitted in writing and no payments can be made by phone.
- o Online credit card transactions are authorized at the time a user or anyone acting on their behalf accepts these terms and conditions and provides an electronic signature.

NO WAIVER

No failure on the part of Pangea Luxury Travel dba Del Sol Travels to enforce any part of these Terms and Conditions shall constitute a waiver of any of Pangea Luxury Travel dba Del Sol Travels 's rights under these Terms and Conditions, whether for past or future actions on the part of any person. Neither the receipt of any funds by Pangea Luxury Travel dba Del Sol Travels nor the reliance of any person on Pangea Luxury Travel dba Del Sol Travels 's actions shall be deemed to constitute a waiver of any part of these Terms and Conditions. Only a specific, written waiver signed by an authorized representative of Pangea Luxury Travel dba Del Sol Travels shall have any legal effect whatsoever.

BAGGAGE POLICY ON CONNECTING FLIGHTS

When there are two or more airlines involved for connecting flights then you may have to reclaim your bags at the connecting airport and check-in again to continue your journey. You are also advised that if you have excess baggage, as determined by the Airline(s), you are responsible to pay any excess baggage fee assessed by each airline. we recommend traveling light to reduce these costs. To locate the fees on baggage check-in by airlines, please visit the Airline website for the most up to date information. These fees are to be paid directly to airline upon using such service.

CREDIT CARD AUTHORIZATION FORMS

We require a credit card authorization form for each transaction. Your credit card information is sent securely to our agency and is not charged immediately. . The credit card transaction will be performed by our agents on a SECURE

server. Credit card information is then destroyed for security.

GENERAL RESTRICTIONS

Seat assignments (if not made at time of booking) will be made at the airport on the day of departure or by contacting the airline directly. Tickets will not be sold to unaccompanied minors age 18 and under. Tickets may be purchased for minors age 18 and under; however, they must be accompanied by an adult when traveling. We reserve the right to cancel requests for high security risk areas. All customers are advised to know the entry requirements for the country(ies) to which they are traveling or entering. Reliable information regarding international travel can be found at www.travel.state.gov. All customers are advised that a passport is required for all international travel and must be valid for 6 months from date of return travel. Pangea Luxury Travel dba Del Sol Travels's sale of tickets to you does not imply any guarantee of passenger's ability to enter the country of destination. Traveler understands that Pangea Luxury Travel dba Del Sol Travels, Inc. accepts no responsibility for determining passenger's eligibility to enter any specific country. A passenger's duty or departure tax may be assessed upon departure from some international destinations such as Mexico, and the United Kingdom and Australia. This is the passengers responsibility and is not collected by Pangea Luxury Travel dba Del Sol Travels upon purchase. For countries such as the Dominican Republic who may require the purchase of a Tourist Card to enter the county, this is the responsibility of the individual traveler.

AIRLINES SCHEDULE CHANGES/FLIGHT CANCELLATIONS

Pangea Luxury Travel dba Del Sol Travels highly recommends that you re-confirm your flight schedules with the respective airlines at least seventy-two (72) hours prior to your departure. Please take note that many airlines make schedule changes with little notice and/or explanation. To find the phone number of the airline, please click <http://www.tollfreeairline.com/> If we have booked your flights and the airline has a change to any of its flights and such changes are within a 4 hour period of your original flight times, we will notify you of such change by email as long as we are notified by the airline of this change at least 7 days prior to travel. We will attempt to contact you; however, due to various reasons if we are unable to get in touch with you, our email will serve as a final notice. For all such changes within a 4 hour period, tickets will remain non-refundable. Certain ticket types may be non-refundable even when the schedule change is over 4 hours. Pangea Luxury Travel dba Del Sol Travels does not assume any liability whatsoever for canceled flights, flights that are missed by passenger for any reason, or flights not connecting due to delays or any scheduled changes made by the airlines.

TICKET PROCESSING ERRORS/ISSUES DISCLAIMER

Pangea Luxury Travel dba Del Sol Travels is not responsible for any tickets that could not be processed due to inaccurate and/or incomplete verification of credit card information, or due to other technical malfunction with our systems. If we are unable to contact you, we reserve the right to cancel your booking. We will send an e-mail advising you of the cancellation and this will serve as the final notification. Please note, Pangea Luxury Travel dba Del Sol Travels will not be responsible for any fare increase if you decide to rebook the itinerary.

HUMAN ERROR OF CUSTOMER SERVICE AGENT'S ERROR

If any of our agents makes a mistake or any human error is made in the booking process we shall make reasonable attempts to rectify these errors at the time of occurrence. Pangea Luxury Travel dba Del Sol Travels stands committed to providing compensation up to a maximum of the entire service fees that Pangea Luxury Travel dba Del Sol Travels has collected for that booking. You must notify us of errors within 24 hours of receiving your itinerary. Beyond this 24 hour period, Pangea Luxury Travel dba Del Sol Travels will not be responsible for these errors.

ITINERARY RE-CONFIRMATION

It is the responsibility of the passenger who has booked with us online or has made booking over phone to review and reconfirm names, dates, flight numbers, airlines, routing including any airport changes are in accordance and acceptance of the passenger. If you discover any discrepancy or you don't agree, you are requested to immediately contact Pangea Luxury Travel dba Del Sol Travels over phone not over 4 hours from the time booking is made. If we don't hear from you within 24 hours we shall consider the booking you have made to be acceptable to you and we do not assume any

liability thereafter for any changes whatsoever. You are requested to review and save the itinerary.

ZIKA AND OTHER HEALTH CONCERNS:

For Health Notices issued by the CDC, please visit <http://wwwnc.cdc.gov/travel/notices>. We recommend speaking with your healthcare professional regarding any medical concerns. Pregnant or thinking about becoming pregnant? Please read the following from the CDC: “Pregnant women in any trimester should consider postponing travel to the areas where Zika virus transmission is ongoing. Pregnant women who must travel to one of these areas should talk to their doctor or other healthcare provider first and strictly follow steps to avoid mosquito bites during the trip. Women trying to become pregnant should consult with their healthcare provider before traveling to these areas and strictly follow steps to prevent mosquito bites during the trip.” Travel Health Notices | Travelers’ Health | CDC Travel Health Notices wwwnc.cdc.gov

VACATION PACKAGE RULES & REGULATIONS

The Vacation Package Terms and Conditions supersede any individual product’s terms and conditions. The Terms and Conditions of the cruise line or tour operator can be requested from Pangea Luxury Travel dba Del Sol Travels at any time. All prices are displayed in United States Dollars (USD). Your credit card will be charged for the full amount of your Pangea Luxury Travel dba Del Sol Travels Vacation Package at the time of booking. No portion of the Vacation Package is guaranteed (such as price, availability and/or dates of travel) until the full payment of the entire Vacation Package is received. PAYMENT IN FULL CONSTITUTES FINAL ACCEPTANCE OF THESE Pangea Luxury Travel dba Del Sol Travels VACATION PACKAGE TERMS AND CONDITIONS. At all times throughout the trip a government-issued photo ID is required for security checks at airports, hotels, car rental locations, attractions, and other travel related products so deemed by suppliers. In addition to the required government-issued ID as stated above, proof of citizenship is required for international travel (for all countries outside of the United State of America). Please note that it is your sole responsibility to provide the proper documents. For any questions you may contact the corresponding local consulate of the countries to which you are traveling. Citizens of the U.S. must carry a passport valid for 6 months past the return date of travel for international travel. You will not be entitled to any refunds whatsoever if travel with improper travel documents and thus resulting in denied boarding, delayed travel, or unused portions of your Pangea Luxury Travel dba Del Sol Travels Vacation Package. All travelers on a single booking record (if more than one passenger) must travel on the same itinerary. Upon completion of booking, individual passengers cannot be added to, and/or deleted from any Pangea Luxury Travel dba Del Sol Travels Vacation Package. Each portion of your Pangea Luxury Travel dba Del Sol Travels Vacation Package is provided by the respective airline, hotel, rental car company and other travel service providers (each a “Travel Supplier”). In the event that a Travel Supplier is canceling a portion of your Vacation Package, we will, at your request, try to obtain alternative arrangements, however, we will not be responsible for the performance of the Travel Supplier and/or for the reimbursement of money paid by you (and/or any incidental or consequential or other damages) if the Travel Supplier fails to perform its obligations. Frequent traveler points and/or miles may or may not be available for any portion of a Vacation Package. Upon completion of your Vacation Package booking, your reservations cannot be transferred or changed to another name or destination. Vacation Pricing, Taxes/Fees, & Payment: Prices and availability are valid only in conjunction with a Vacation Package in its entirety, and do not apply to any single portion thereof. Pangea Luxury Travel dba Del Sol Travels, due to contractual requirements, is not able to provide you with a breakdown of the cost for each portion of your Vacation Package booking. Pangea Luxury Travel dba Del Sol Travels Vacation Package prices include all taxes and fees applicable to airfare, hotel accommodation, car rentals and activities of your Vacation Package. Additional fuel, security, baggage, seat reservation, hotel incidental, and other applicable service surcharges may apply which will be charged by the respective Travel Supplier at time of check-in. You are solely responsible for any such additional surcharges due to the Travel Supplier; if you have any questions about such surcharges, please contact the respective Travel Supplier directly. Government entry/exit fees may apply, depending on your destination. Prices quoted for your Pangea Luxury Travel dba Del Sol Travels Vacation Package do not include liability insurance, collision damage waiver, personal accident insurance, personal effects protection, drop-off charges, gas, child safety seats, sky racks; incidental room charges at the hotel (telephone, movies, energy surcharges and any applicable increases in taxes), fees assessed by airlines including seat fees, baggage fees, etc., as per the individual airline’s policies. All such charges must be paid at the car rental pick-up location and/or at the check-in counter at the hotel or to the airline directly. Payment must be made in full with a valid credit card at the time of booking. Pangea Luxury Travel accepts all major credit cards with a verifiable United

States billing address. You, herewith, authorize Pangea Luxury Travel dba Del Sol Travels and its authorized third party

to process the charge the credit card you provide to us for the total amount of Vacation Package booking. You will be required by Travel Suppliers to present a valid credit card at the time of check-in at the hotel and/or at the pick-up location of the car rental company to provide confirmation of authorized card usage and/or to secure any additional charges. The cardholder must be a traveler listed on the booking. The provider may place a hold on the card. Vacation Changes and Cancellations: General Policies: You must contact Pangea Luxury Travel dba Del Sol Travels prior to departure to change or cancel any Pangea Luxury Travel dba Del Sol Travels Vacation Package bookings. Please do not call Travel Suppliers. All cancellations and changes must be requested in writing. Cancellations and changes are not accepted by phone. A voice mail message does not constitute a legal method of cancellation. Once a package is booked, some or all of the components may be non-refundable. Packages can only be canceled according to the cancellation rules of each individual travel product component forming the package. You shall be responsible for any and all cancellation fees assessed by Travel Suppliers, applicable for airline tickets, hotel reservations, car rental bookings and other travel services. Any cancellation or change to one travel product component of the package cannot be done without the appropriate change of the others travel product components. All change fees must be paid in full at the time of change with the original form of payment. Within seventy-two (72) hours of departure, no changes are allowed and no refunds will be made. Upon commencement of your trip no changes are allowed and no refunds will be made for early check-out and/or car rental return, and/or for any unused portion of the Vacation Package. Pangea Luxury Travel dba Del Sol Travels's penalties for changes and cancellation are \$75.00 per package in addition to applicable air, hotel, car, and any other travel product component associated penalties outlined at the time of the booking. Any changes to your Pangea Luxury Travel dba Del Sol Travels Vacation Package are subject to the following fees: 1. \$25.00 change fee per package. 2. any other change fee assessed by Travel Suppliers (change fees may vary by Travel Supplier and may be higher during peak season travel) 3. Any increase in price resulting from a change. In the event that portion of your Vacation Package is refundable, the refundable portion thereof will be refunded less any cancellation fee. NOTE: Pangea Luxury Travel dba Del Sol Travels STRONGLY recommends purchasing "Cancel For Any Reason" insurance (CFAR) OR Comprehensive Travel Insurance covering you for most unforeseeable circumstances for all transactions. If insurance is NOT purchased, the cancellation fees as shown below apply and are determined by the date of cancellation of your Pangea Luxury Travel dba Del Sol Travels

Vacation Package: 1. \$75.00 cancellation fee per package for cancellations made more than 30 days prior to departure in addition to applicable airline, hotel, and car cancellation fees. 2. 100% of package price will be forfeited for cancellations made within 30 days prior to departure. No refund will be made for any unused or partially used portions of the Vacation Package. The departure date is defined as starting at 12:01am Eastern Time on the day on which the first portion of your Vacation Package is booked. Air Component Policies: Airline Ticket Terms and Conditions include various rules and restrictions which applying to your airline ticket(s). Any and all changes are subject to availability, limitations and restrictions determined by Travel Suppliers (availability may be very limited during peak travel periods). Most air tickets are not changeable/transferable & non-refundable. Origin and destination cities for any Pangea Luxury Travel dba Del Sol Travels Vacation Package cannot be changed. No changes are allowed to the number of passengers Hotel Component Policies: Hotel Terms and Conditions include various rules and restrictions that apply to your hotel booking. Hotel properties cannot be changed, however, room category changes may be allowed in certain cases, call Pangea Luxury Travel dba Del Sol Travels to inquire of such changes. For certain hotels, once your booking is confirmed, your reservation may be non-refundable in its entirety, check cancellation/change policy for the hotel prior to booking. You will be solely responsible for any and all incidental charges at the hotel, including, but not limited to charges for telephone access, internet access, movies, energy surcharges and other services provided by the hotel that you request during your stay at the hotel Car Rental Component Policies: Car Terms and Conditions include various rules and restrictions that apply to your car rental reservation. Booked car categories cannot be downgraded (i.e., mid-size to economy). No refunds will be made for unused car rentals, in part or in its entirety whatsoever. Extra charges, including but not limited to fuel, fuel plans; optional collision damage, personal injury, theft and/or other protection plans, airport assessed taxes and fees, overtime and drop off charges, children's safety seats, ski racks and other optional items, if any, are subject to direct payment by you to the car rental company at the car pick-up location. Activities Component Policies: Activities Terms and Conditions include various rules and restrictions that apply to your activities' booking. Responsibility: Pangea Luxury Travel dba Del Sol Travels makes arrangements with third-party vendors for tour and package services and accommodations, including air transportation, lodging, and car rental (each a "Travel Supplier"). Pangea Luxury Travel dba Del Sol Travels is not an agent of the customer or of the Travel Supplier providing travel related services. By using this website and/or Pangea Luxury Travel

dba Del Sol Travels's agents, the customer waives any claim against Pangea Luxury Travel dba Del Sol Travels, its subsidiaries or affiliates, and any of such party's officers, directors, agents, contractors, or employees, and expressly

agrees that neither Pangea Luxury Travel dba Del Sol Travels nor any of its subsidiaries, affiliates, officers, directors, agents, contractors or employees, shall be held liable for: • Any loss of or damage to property or injury to any person caused by reason of any defect, negligence, or other wrongful act of omission of, or any failure of performance of any kind by any other transportation company, vendor, or supplier; • Any inconvenience, loss of enjoyment, mental distress or other similar matter; • Any delayed departure, missed connections, substitutions of accommodations, terminations of service, or changes in fares and rates; • Any cancellation or double booking of reservations or tickets beyond the reasonable control of Pangea Luxury Travel dba Del Sol Travels; and • Any claim of any nature arising out of or in connection with air or other transportation, services, or other features performed or occurring in connection with any package component.

Pangea Luxury Travel dba Del Sol Travels and its affiliates shall be excused from liability for the failure or delay in performance of any obligation under this Agreement by reason of any event beyond the Company's reasonable control including but not limited to Acts of God, fire, flood, explosion, earthquake, or other natural forces, war, civil unrest, accident, any strike or labor disturbance, epidemic, pandemic or any other event similar to those enumerated above. Such excuse from liability shall be effective only to the extent and duration of the event(s) causing the failure or delay in performance and provided that the Company has not caused such event(s) to occur and continues to use diligent, good faith efforts to avoid the effects of such event and to perform the obligation. Notice of a Company's failure or delay in performance due to force majeure must be given to the unaffected Party promptly thereafter but no later than seven (7) days after its occurrence which notice shall describe the force majeure event and the actions taken to minimize the impact thereof. All delivery dates under this Agreement that have been affected by force majeure shall be tolled for the duration of such force majeure. Pangea Luxury Travel dba Del Sol Travels strongly recommends the purchase of travel protection, including CFAR (Cancel for ANY Reason) travel insurance which may help to recover certain change and cancellation fees. Pangea Luxury Travel dba Del Sol Travels recommends purchasing travel insurance from our travel insurance provider by adding trip protection to your Pangea Luxury Travel dba Del Sol Travels Vacation Package. Travel insurance pay outs are subject to limitations of coverage. Changes to your travel plans may require changes to your coverage. In the event your plans change, please contact our Travel Insurance Provider to confirm that the coverage of your policy is adequate. Documents: Electronic confirmation and documentation will be sent to the email address on record unless otherwise stated.

AUTHORITY TO SEND COMMUNICATION

By approving this transaction you are authorizing Pangea Luxury Travel dba Del Sol Travels to send you communication in the form of email, postal mail, instant messaging, phone call and any other form of electronic or paper communication. These communications will be primarily for customer service and may include special offers from time to time.

DISPUTE RESOLUTION

Any dispute relating in any way to your visit to this Site shall be submitted to confidential arbitration in the State of Massachusetts. Before resorting to this alternative, we strongly encourage you to first contact us directly to seek a resolution by emailing us at Nancy@PangeaLuxuryTravel.net. Arbitration under this agreement shall be conducted under the rules then prevailing of the American Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class arbitration proceedings or otherwise. To the extent you have in any manner violated or threatened to violate the Site's intellectual property rights, Pangea Luxury Travel dba Del Sol Travels may seek injunction or other appropriate relief in any state or federal court in the state of Massachusetts, and you consent to exclusive jurisdiction and venue in such courts.