



TERMS AND CONDITIONS

These Terms and Conditions “Terms” together with your booking confirmation email (the “**Booking Confirmation**”), set out the legal terms on which Travel Services are made available to you. They also cover any interactions or communications you have with us.

Your use of our Service is conditioned upon your acceptance of these Terms. To book a Travel Service, you must also accept these Terms. If you do not accept these Terms, then please do not use our Service or book a Travel Service.

We may change these Terms at any time and your future use of our Service following changes to these Terms is subject to you accepting those updated Terms. We recommend that you save or print a copy of these Terms.

In these Terms:

- “**we**”, “**us**” or “**our**” refer to All-Inclusive Vacations Inc., a corporation, having its office at 8805 W. 14th Ave, STE 130, Lakewood, Colorado 80215, which provides our Service;
- “our Service” refers to the provision of travel advisory and booking services to you;
- “our Office” refers to 8805 W. 14th Ave, STE 130, Lakewood, Colorado 80215.
- “**Travel Services**” refers to the travel services made available to you by the relevant Travel Provider(s) through our Service, such as stays at a property, flights, car rentals, cruises, transfers, insurance or activities, etc.
- “**Travel Provider**” refers to the travel supplier making available the Travel Services to you through our Service;
- “**you**” refers to you, the traveler, using our Service or making a booking with our Service.

1. Rules and Restrictions

As well as these Terms, other terms and conditions provided by Travel Providers (such as an airline’s conditions of carriage, a property’s or cruise line’s terms and conditions, or a car rental company’s rental agreement, etc.) also apply to your booking (“**Rules and Restrictions**”).

We are only acting as an agent and therefore to make a booking, you must accept the Rules and Restrictions of the Travel Provider that you select (such as payment of due amounts, refundability, penalties, availability restrictions, and use of fares or services, etc.). The relevant Rules and Restrictions are provided to you before you make a booking and are incorporated by reference into these Terms.

If you violate a Travel Provider's Rules and Restrictions, your booking may be canceled and you may be denied access to the relevant Travel Service. You may also lose any money paid for such booking and we or the Travel Provider may debit your account for any costs we or they incur as a result of such violation.



2. Using our Service

Our rules

We provide our Service to help you find information about Travel services and to assist you in booking those Travel Services. It is provided to you for no other purpose.

You agree that:

- you must be at least 18 years of age and have the legal authority to enter into contracts;
- you will use our Service lawfully and in compliance with these Terms;
- all information supplied by you is true, accurate, current and complete;
- if you book on behalf of others:
 1. you will obtain their authorization prior to acting on their behalf;
 2. you will inform them about the terms that apply to the booking(including the Rules and Restrictions) and ensure that they agree to such Terms;
 3. you are responsible for paying any amounts due, for making any change/cancellation requests and for all other matters relating to the booking.

You also agree not to:

- make any false or fraudulent booking;
- access, monitor or copy any content on our Service using any robot, spider, scraper or other automated means or any manual process;
- violate the restrictions in any robot exclusion headers on our Service or bypass or circumvent other measures employed to prevent or limit access to our Service;
- deep-link to any part of our Service;
- “frame”, “mirror” or otherwise incorporate any part of our Service into any other website.

Access

We may, acting reasonably, deny anyone access to our Service at any time for any valid reason. We may also make improvements and changes to our Service at any time.

Redirection and third-party booking services and links to other websites

If you are redirected from our Service to a third-party booking service to make a travel booking, please bear in mind that any bookings made through such a booking service will be with the third party and not with us. We are not responsible for bookings made through third-party booking services and we have no liability to you in respect of such a booking. The terms and conditions of the third-party service provider will set out what rights you have against them and will explain their liability to you.



Our Service may contain links to websites operated by parties other than us. Such links are provided for your reference only. We do not control such websites and are not responsible for their content or your use of them. Our inclusion of such links does not imply any endorsement of the material on such websites or any association with their operators.

3. Confirming a booking

Your booking confirmation includes the essential elements of your booking, such as the description of the Travel Service(s) booked and the price.

We will send your Booking Confirmation and any relevant travel documents to the email address you provide when you book. If you do not receive your Booking Confirmation within 24 hours of making your booking, please contact us.

4. Payment

Price

The price of the Travel Service(s) will be as displayed on our Service, except in cases of obvious error.

Prices for Travel Services are dynamic and can change at any time. Price changes will not affect bookings already accepted, except in cases of obvious error. We display many Travel Services, and we try hard to ensure that the displayed price is accurate. We reserve the right to correct any pricing errors on our Service.

If there is an obvious error and you have made a booking, we will offer you the opportunity to keep your booking by paying the correct price or we will cancel your booking without penalty. We have no obligation to make available Travel Services to you at an incorrect (lower) price even after you have been sent a Booking Confirmation if the error should reasonably have been apparent to you.

Local Taxes and Resort Fees

The prices displayed through our Service may exclude local taxes, such as city taxes or tourist taxes, etc., and resort fees. In certain jurisdictions, you may be responsible for paying local taxes and/or resort fees directly to the Travel Provider on arrival or departure.

Payment processing

For certain Travel Services payment may be charged directly by the Travel Provider and some portions by us. There might be more than one payment per booking, but in total, the payments will not be more than the total booking price.



Our Privacy Statement provides information on how we use your payment and account information when you elect for us to store a credit or debit card or other payment method for future use.

Fees charged by banks

Some banks and card issuers impose fees for international or cross-border transactions. For example, if you make a booking using a card issued in a different country from the Travel Provider's location or you choose to transact in a currency that is different from the local currency of our Service, your card issuer may charge you an international or cross-border transaction fee.

Also, some banks and card issuers impose fees for currency conversion. For example, if you make a booking in a currency different to the currency of your credit card, your card issuer may convert the booking amount to the currency of your credit card and charge you a conversion fee.

If you have any questions about these fees or the exchange rate applied to your booking, please contact your bank or card issuer. We are not associated with or responsible for any fees relating to varying exchange rates and card issuer fees.

Currency conversion

Any currency conversion rates displayed on our Service are based on public sources and current exchange rates, which may vary between the time a booking is made and the time of travel. Such rates are provided for information purposes only and, while we seek to provide information that is correct, we do not guarantee the accuracy of such conversion rates because they are not within our control.

Alternative payment methods

We may partner with providers of alternative payment methods (such as consumer finance companies), to provide our travelers with alternative payment methods. We do not endorse or recommend any alternative payment provider or their products or services. We are not responsible for the content or the acts or omissions of any alternative payment provider. Your use of any such provider's payment method is at your own risk and will be governed by such provider's terms and policies.

Fraud

If a booking or account shows signs of fraud, abuse, association with a government-sanctioned person or entity, or other suspicious activity, we may request extra information from you.

If we reasonably conclude that a booking or account is associated with fraud or suspicious activity, we may:

- cancel any bookings associated with your name, email address, or account
- close any associated accounts, and
- take legal action, including seeking to hold you liable for any loss.



5. Cancelling or changing a booking

Cancellation or change by you

Cancellations or changes (with respect to the travel date, destination, place where the trip starts, property or means of transport) to a booking can be made by contacting us.

You do not have an automatic right to cancel or change a booking unless allowed by the relevant Travel Provider under their Rules and Restrictions (which are provided to you before you make a booking).

Travel Providers may charge you fees for canceling (in full or part) or changing a booking. Such fees will be set out in the Rules and Restrictions. You agree to pay any charges that you incur. Please be aware that for changes, the price of your new arrangements will be based on the applicable price at the time you ask us to make the change. This price may not be the same as when you originally booked the Travel Services. Prices tend to increase the closer to the departure date that the change is made.

Please read the relevant Rules and Restrictions, so you know which terms apply to your booking.

For example:

- if you book a Travel Service and you do not cancel or change your booking before the relevant cancellation policy period, you may be subject to the cancellation or change charges as shown in the relevant Rules and Restrictions;
- some travel Providers do not permit cancellations of or changes to, bookings after they are made;
- if you do not show up or fail to use some or all of the Travel Services booked, refunds may only be due to you in line with the relevant Rules and Restrictions, and
- where a cancellation affects more than one person on a booking (for example, two airline tickets booked on a single itinerary, etc.), any applicable cancellation charge will be applied in respect of each person on the canceled booking.

If you want to cancel or change any part of a booking and such cancellation or change is allowed by the relevant Travel Provider, then, in addition to any charges imposed by the Travel Provider, we may also charge you an administration fee. If such an administration fee applies, it will be notified to you before you agree to proceed with the change/cancellation.

Other cancellations or change

We (and the relevant Travel Provider) may cancel your booking if full payment for the booking, or any applicable cancellation/change charge or fee relating to a booking is not received when due.



For a variety of reasons (such as a property being overbooked due to connectivity issues or a property being closed due to a hurricane, etc.), it is possible that a booking may be canceled or changed by the Travel Provider or us. If this happens, we will make reasonable efforts to notify you as soon as possible and offer alternative options/assistance where possible or a refund.

Refund

Any refunds will be transferred back to you to the payment method you used to make the original booking. Such refunds will be made by the party that took your original payment. We do not have visibility of a Travel Provider's refund process. Our fees are not refundable unless this is stated otherwise during the booking process.

6. International travel

International travel

Although most travel occurs without incident, travel to certain destinations may involve more risk than others. You must review any travel warnings/advice, etc. issued by the relevant governments before you book international travel. You should also monitor such travel warnings/advice during travel and before your return journey to help avoid and minimize any potential disruptions.

Health

You should check the recommended inoculations/vaccinations which may change at any time. You should consult your doctor before you depart. You are responsible for ensuring you:

- meet all health entry requirements
- receive the relevant/required inoculations/vaccinations take all recommended medication, and
- follow all medical advice in relation to your travel.

Passport and visa

You must consult the relevant Embassy or Consulate for passport and visa information. Requirements may change so check for up-to-date information before booking and departure and allow sufficient time for all relevant applications.

We are not liable if you are refused entry onto a flight or cruise ship (if applicable) or into any country, due to your conduct, including your failure to carry the correct and adequate travel documents required by any Travel Provider, authority, or country (including countries you are transiting through). This includes all stops made by an aircraft or cruise ship (if applicable), even if you do not leave the aircraft, airport, or cruise ship.



Some governments require airlines to provide personal information about all travelers on their aircraft. The data will be collected either at the airport when you check in or in some circumstances when you make your booking. Please contact the relevant airline you are traveling with if you have any questions about this.

We do not represent or warrant that travel to international destinations is advisable or without risk and are not liable for damages or losses that may result from travel to such destinations.

Insurance

Unless otherwise stated, prices displayed do not include travel insurance. You are advised to take out insurance that covers the consequences of certain cases of cancellation and certain risks (such as the cost of repatriation in the event of an accident or illness). You are responsible for ensuring that any insurance policy taken out adequately covers your requirements. You may be shown certain travel insurance products. If so, details of the insurance provider, relevant key information, and terms and conditions will be shown on our Service.

7. Liability

Our liability

We own and operate our Service and the TravelProviders provide the Travel Service to you.

To the maximum extent permitted by law, we will not be liable for:

- any such Travel services the TravelProviders make available to you
- for the acts, errors, omissions, representations, warranties, or negligence of any such Travel Providers, or
- for any personal injuries, death, property damage other damages, or expenses resulting from the above.

The Travel Providers provide us with information describing the Travel Services. This information includes Travel Service details, photos, rates, and the relevant Rules and Restrictions, etc. We display this information through our Service. The Travel Providers are responsible for ensuring that such information is accurate, complete, and up to date. We will not be liable for any inaccuracies in such information, unless and only if we directly caused such inaccuracies (and this also includes property ratings which are intended as guidance only and may not be an official rating). We make no guarantees about the availability of specific Travel Services.

Photos and illustrations on our Service are provided as a guide to show you the level and type of product offered by the Travel Provider only.



To the maximum extent permitted by law, except as expressly set out in these Terms:

- all information, software, or Travel Services displayed through our Service are provided without any warranty or condition of any kind. This includes, but is not limited to, any implied warranties and conditions of satisfactory quality, merchantability, fitness for a particular purpose, title, or non-infringement, and
- we disclaim all such warranties and conditions.

The display of Travel Services through our Service is not an endorsement or recommendation of such Travel Services by us. We disclaim, to the maximum extent permitted by law, all warranties and conditions that our Service, its servers, or any email sent from us are free of viruses or other harmful components.

To the maximum extent permitted by law and subject to the limitations in these Terms, we will not be liable for any direct, indirect, punitive, special, incidental, or consequential losses or damages arising from:

- the Travel Services,
- the use of our Service,
- any delay or inability to use our Service,
- or your use of links from our Service,

whether based on negligence, contract, tort, strict liability, consumer protection statutes, or otherwise and even if we have been advised of the possibility of such damages.

If we are found liable for any loss or damage under these Terms, then, to the maximum extent permitted by law, we shall only be liable to you for direct damages that were:

- reasonably foreseeable by both you and us, and
- actually suffered or incurred by you, and
- directly attributable to our actions;

and in the event of any liability of us, such liability will in no event exceed, in total, the greater of (a) the cost paid by you for the Travel Services in question or (b) one hundred dollars (US\$100.00) or the equivalent in local currency.

This limitation of liability reflects the allocation of risk between you and us. The limitations specified in this Section will survive and apply even if any limited remedy specified in these Terms is found to have failed its essential purpose. The limitations of liability provided in these Terms are to our benefit.

Every instance of force majeure, including the interruption of means of communication or a strike (by airlines, properties, or air traffic controllers, as applicable), will lead to the suspension of the obligations in these Terms that are affected by the force majeure event. In such a case the party affected by the force majeure event will not be liable as a result of the inability to meet such obligations.



Indemnity

You agree to defend us and any of our 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 (“**Losses**”), including but not limited to, reasonable legal and accounting fees, brought by third parties as a result of:

- your breach of these Terms or the documents referenced in them,
- your violation of any law or the rights of a third party, or
- your use of our Service,

to the extent that such Losses are not directly caused by our actions.

8. Your privacy and personal information

We are committed to the privacy, confidentiality, and security of personal information entrusted to us.

Please review our current Privacy Statement to understand our practices.

9. Disputes and arbitration

Disputes and arbitration

Please read this Section carefully. It requires that any and all claims be resolved by binding arbitration or in small claims court, and it prevents you from pursuing a class action or similar proceeding in any forum.

We are committed to traveler satisfaction and to resolving consumer disputes in a timely and efficient manner. We have a two-step dispute resolution process that includes: (1) investigation and negotiation of your claim with our Traveler Support team; and, if necessary, (2) binding arbitration administered by the American Arbitration Association (“**AAA**”). You and us each retain the right to seek relief in small claims court as an alternative to arbitration.

Agreement to arbitrate (“Arbitration Agreement”)

You and we mutually agree that any disputes between us arising out of or relating in any way to our Service, these Terms, our Privacy Statement, any services or products provided by, Travel Providers, or companies offering products or services through us, any dealings with our Traveler Support agents, or any representations made by us (“**Claims**”), will be resolved by binding arbitration, rather than in court except those resolved in small claims court. This includes any Claims you assert against us, Travel Providers, or any companies offering products or services through us (which are beneficiaries of this Arbitration Agreement).



This Arbitration Agreement shall be binding upon and shall include any claims brought by or against, any third parties, including but not limited to your spouses, heirs, third-party beneficiaries, and assigns, where their underlying claims are in relation to your use of the Travel Services. To the extent that any third-party beneficiary to these Terms brings claims against the entities covered by these Terms; those claims shall also be subject to this Arbitration Agreement. The arbitrator shall also be responsible for determining all threshold arbitrability issues, including without limitation the existence, scope, or validity of the Arbitration Agreement, any defense to arbitration such as issues relating to whether this Arbitration Agreement can be enforced, is unconscionable or illusory, and any defenses to arbitration, including without limitation jurisdiction, waiver, delay, laches, or estoppel.

Small claims court matters

Notwithstanding the foregoing arbitration provisions, either you or we may bring, or remove, any claim in small claims court if the claim is within such court's jurisdictional limit; provided that such court does not have the authority to entertain any claims on a class or representative basis, or to consolidate or join the claims of other persons or parties who may be similarly situated in such proceeding. Further, if the claims asserted in any demand for arbitration is within the small claims court's jurisdictional limit, then either you or we may elect to have the claims heard in small claims court, rather than in arbitration, at any time before the arbitrator is appointed, or in accord with the AAA rules, by notifying the other party of that election in writing.

No class actions or representative proceedings

You and we agree that any and all proceedings to resolve Claims will be conducted only on an individual basis and not in a class, consolidated, or representative action, including without limitation as a private attorney general. The arbitrator may not consolidate more than one party's Claims and may not otherwise preside over any form of any class or representative proceeding.

You and we further acknowledge that you are each waiving your right to a jury trial.

Arbitration rules and governing law

This Arbitration Agreement is a "written agreement to arbitrate" evidencing a transaction in interstate commerce. The Federal Arbitration Act ("FAA") governs all substantive and procedural interpretation and enforcement of this provision. The arbitration will be administered by AAA in accordance with the AAA's Consumer Arbitration Rules or other AAA arbitration rules determined to be applicable by the AAA (the "AAA Rules") then in effect, except as modified here. The AAA Rules are available at www.adr.org. The arbitrator shall apply the law of the state of Washington, regardless of conflict of laws principles, except that the FAA governs all provisions relating to arbitration. Foreign laws do not apply. This Arbitration Agreement can only be amended by mutual agreement in writing.



Mandatory pre-arbitration dispute resolution and notification

Prior to initiating arbitration, you agree to give us the opportunity to resolve any Claims by notifying us of the Claim in writing and attempting in good faith to negotiate an informal resolution.

You must send, by certified mail, a written and signed Notice of Dispute (“**Notice**”) addressed to our Office.

The Notice must contain the following information: (1) your name, (2) your address, (3) the email address you used to make your reservation, (4) a brief description of the nature of your complaint, (5) the resolution that you are seeking, and (6) your signature.

If we are not able to resolve your complaint within 60 days of you providing Notice, you may commence an arbitration proceeding. Engaging in this pre-arbitration dispute resolution and notification process is a requirement that must be fulfilled before commencing arbitration. AAA does not have the authority to administer or adjudicate the Claim unless and until all Pre-Arbitration Dispute Resolution and Notification requirements have been met. The statute of limitations shall be tolled while the parties engage in the dispute resolution process required by this Section.

Commencing arbitration

To initiate arbitration, you must file the demand with the AAA as specified in the AAA Rules. The AAA provides a form of Demand for Arbitration - Consumer Arbitration Rules at www.adr.org or by calling the AAA at 1-800-778-7879.

A party initiating an arbitration against us must send the written Demand for Arbitration to us concurrent with filing the Demand with AAA.

The arbitration shall be conducted by a single arbitrator selected in accordance with the AAA Rules or by mutual agreement between you and us. The Arbitration shall be held either: (i) at a location determined by AAA pursuant to the AAA Rules (provided that such location is reasonably convenient for you and does not require travel in excess of 100 miles from your home or place of business); or (ii) at such other location as may be mutually agreed upon by you and us; or (iii) via videoconference; or (iv) at your election, if the only claims in the arbitration are asserted by you and are for less than \$40,000 in the aggregate, by telephone or by written submission.

**Attorney's fees and costs**

Your arbitration fees and your share of arbitrator compensation shall be governed by the AAA Rules, and where appropriate, limited by the AAA Consumer Rules. In order to initiate arbitration, each party will be responsible for paying the filing fees required by the AAA, which are approximately equivalent to current court filing fees. In the event that you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, or you would otherwise be eligible for a fee waiver in court, we will pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive as compared to the costs of litigation, regardless of the outcome of the arbitration, unless the arbitrator determines that your claim(s) were frivolous or asserted in bad faith. Either party may make a request that the arbitrator award attorneys' fees and costs upon proving that the other party has asserted a claim, cross-claim, or defense that is groundless in fact or law, brought in bad faith, or for the purpose of harassment, or is otherwise frivolous, as allowed by applicable law and the AAA Rules.

Arbitrator's decision

There is no judge or jury in arbitration, and court review of an arbitration award is limited under the FAA. The arbitrator's decision will include the essential findings and conclusions on which the arbitrator bases the award. Judgment on the arbitration award may be entered in any court with proper jurisdiction. The arbitrator may award any relief allowed by law or the AAA Rules, but declaratory or injunctive relief may be awarded only on an individual basis and only to the extent necessary to provide relief warranted by the claimant's individual claim.

Severability and Survival

If any portion of this Disputes and Arbitration Provision is found to be unenforceable or unlawful for any reason, (1) such portion will be severed and the remainder of the Provision will be given full force and effect; and (2) to the extent that any Claims must therefore proceed on a class, collective, consolidated, or representative basis, such Claims must be litigated in a civil court of competent jurisdiction and not in arbitration, and the parties agree that litigation of those claims shall stay pending the outcome of any individual Claims in arbitration.



10. General

Governing law and jurisdiction

These Terms are governed by the Federal Arbitration Act, federal arbitration law, and the laws of the State of Colorado, without regard to principles of conflicts of laws.

Failure to invoke

Our failure or delay to enforce any provision of these Terms does not waive our right to enforce the same or any other provision(s) of these Terms in the future.

Unenforceable provisions

If any provision (or part provision) of these Terms is found by a court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision (or part-provision) shall, if required, be deemed not to form part of these Terms with you. In such a case, the validity and enforceability of the other provisions shall not be affected.

Entire agreement

These Terms constitute the entire agreement between you and us with respect to our Service. They supersede all prior or contemporaneous communications (whether electronic, oral, or written) between you and us about our Service.

Assignment

We may, and you may not assign, subcontract or delegate rights, duties or obligations under these Terms.

Third-party rights

Save as expressly stated in these Terms we do not intend any part of these Terms to be enforceable by any person who is not a party to these Terms. No third-party's consent shall be required for the waiver, variation or termination of any part of these Terms. These Terms do not give rise to any rights under any applicable laws or regulations in relation to the rights of third parties to enforce any part of these Terms.

Survival of obligations

Any provision of these Terms, which expressly, or by its nature, imposes obligations beyond the expiration, or termination of these Terms, shall survive such expiration or termination