

TERMS AND CONDITIONS

These Terms and Conditions apply to all our scheduled programs to Cuba. By booking online or while on a phone call or in person at our office, the traveler accepts all these Terms and Conditions.

1- PROFILE AND RECORDKEEPING

All travelers must complete the TRAVELER PROFILE and agree to keep a record, at least for five years, of all the activities while in Cuba.

The Traveler Profile must be completed at least 60 days prior to departure or within 72 hours of booking, whichever is later.

If we do not receive the TRAVELER PROFILE promptly, your booking may be subject to additional fees and/or cancellation.

The TRAVELER PROFILE includes:

- Traveler Information Form
- Copy of your passport
- Travel Affidavit*
- Visa Information form
- These Terms and Conditions dated and signed

* If you are not willing to sign the Travel Affidavit you will not be accepted by the charter or the regular airline to board the plane, cruise or any other mean of transportation to Cuba. Charges will apply accordingly to Cancellation Policies.

A Letter of Authorization and a copy of the OFAC's Department of the Treasury General License will be provided to each traveler along with the itinerary for recordkeeping purposes and the traveler should keep them for 5 years after the trip is completed.

2- ELIGIBILITY AND MINIMUM AGE

U.S. Citizens and legal permanent residents in U.S are eligible to travel under Polimita Cuba Travel dba In Touch Travel Programs. All itineraries provide a full-time schedule of educational activities that will result in meaningful interactions between traveler and individuals in Cuba. U.S. law requires that all persons who participate in this program adhere to this full-time schedule, and imposes on Polimita Cuba Travel dba In Touch Travel the obligation to ensure such adherence.

Although OFAC's Department of Treasury has issued no restrictions in the age of participants on People-to-People programs scheduled by Polimita Cuba Travel dba In Touch Travel, we have a minimum required age for travelers based on the nature of the trips. Children traveling with a parent or guardian should be more than 12 years old. Travelers are required to be at least 18 years old when unaccompanied by an adult. If a Participant is between the ages of 12 and 18 and not traveling with their legal parent or guardian, a notarized letter of consent is required from their legal parent or guardian.

Based on Polimita Cuba Travel dba In Touch Travel discretion, date range will be considered in a case by case basis when a customized group has been organized.

3- PRICING

Prices are per person, based on double occupancy. A limited quantity of single-occupancy rooms are available for an additional charge. Prices include lodging at first class hotel or private homes (depending on the tour), meals according to the program, all ground transportation, medical insurance while in Cuba. Prices do not include Cuban visas, airline tickets, checked bags fees or excess baggage fees. We do our best to provide accurate and up-to-date information on our website, but errors may occur. Prices and availability are subject to change at any time, and prices are not guaranteed until we receive your final payment.

Prices do not include transportation to the start point of the program. The traveler is solely responsible for any airfare or other travel expenses from the traveler's home location to the start point of the program. Programs generally start/end at Miami International Airport. Please refer to article **6 CANCELTION AND REFUND.**

4- PAYMENT POLICY

4a) DEPOSITS: A deposit per person is required to guarantee your reservation, which will be applied towards the cost of your tour. The Deposit amount is based on the tour cost and could range from \$495 to 995. Deposits are generally non-refundable, except in rare cases when we cannot confirm all components of a booking at the purchase price.

4b) CONFIRMATION: Once we receive your booking and deposit, we will confirm all prices and availability within 3-4, business days (even more, depending on the charter company or the lodging property) and send you a confirmation email. If upon confirmation, any option or component you selected is no longer available or any price has increased, you may cancel your booking and receive a full refund on your deposit, which is otherwise non-refundable. Any arrangement for your domestic flight to the point of departure should be made upon receive confirmation of the flights and made the final payment. If you make any arrangements before our confirmation is on your own risk and Polimita Cuba Travel dba In Touch Travel will not be liable for any missed connection of your flights or changing fees imposed by airlines.

4c) FINAL PAYMENT: Any pending balance must be paid in full at least 60 days prior to departure, or within 72 hours of your booking whichever is later. If sending payment by regular mail please make sure it reaches us by the due date. Late payments are subject to a \$50 late payment fee. If your final payment is more than 15 days late, your reservation will be automatically cancelled and your deposit will be forfeited.

5- CHANGES

After we receive your order with deposit and before 60 days of departure, we can generally make changes to your booking for a \$100 per-person change fee.

We cannot make any change within 60 days of departure.

6- CANCELLATION AND REFUND

If a traveler cancels for any reason after the final payment is received, the traveler must notify Polimita Cuba Travel dba In Touch Travel in writing. The cancellation will be effective upon Polimita Cuba Travel dba In Touch Travel receipt of the written notification at its office in 4401 W Flagler St. Apt 2. Coral Gables. 33134. Florida.

In the unlikely event Polimita Cuba Travel dba In Touch Travel needs to cancel a trip, the full amount paid by the traveler will be refunded. The traveler agrees to work with Polimita Cuba Travel dba In Touch Travel in finding alternative options to avoid any trip cancellation including, but not limited to, traveling from another point of departure or changing dates 1 day before or after the schedule. Polimita Cuba Travel dba In Touch Travel will not be liable for any trip arrangements made by travelers to the start point of the trip to Cuba.

Polimita Cuba Travel dba In Touch Travel incurs substantial administrative and planning costs prior to the departure of a traveler. Therefore, all cancellations incur a per-person cancellation fee, listed as follow:

- 60 days prior to departure: \$800 (Change is permitted for \$100 per person fee)

- 59-45 days prior departure: \$1500

- 44-0 days of departure: No Refund

The cancellation fee is based on the full package price. If cancellation is required traveler will receive the full package price less the cancellation fee, according to the date of cancellation is received.

Although the Deposit is non-refundable, traveler may apply the Deposit to another program to be scheduled within 6-months of the scheduled start date, subject to space availability and Polimita Cuba Travel dba In Touch Travel discretion.

Unused services cannot be refunded once the trip has begun. No refund can be made for absence by travelers from any part of the itinerary.

It is very important that all travelers understand the cancellation policy. If it is not clear, please contact us for clarification. Polimita Cuba Travel dba In Touch Travel, cannot make exceptions to this cancellation policy for any reason, including medical emergencies or any reason beyond its control.

Polimita Cuba Travel dba In Touch Travel strongly recommends travelers to purchase trip cancellation insurance.

7- RESPONSIBILITIES AND DISCLAIMER

Neither Polimita Cuba Travel LLC dba In Touch Travel, nor their employees, officers, directors, successors, agents, neither own nor operate any entity, including but not limited to hotels, planes, yachts, buses, etc., which is to, or does, provide goods or services for these programs. Because Polimita Cuba Travel LLC dba In Touch Travel does not retain any control over the personnel, equipment, or operations of these suppliers, Polimita Cuba Travel LLC dba In Touch Travel assumes no responsibility for and cannot be liable for any personal injury, death, property damage, or other loss, accident, delay, inconvenience or irregularity which may be occasioned by reason of (1) any wrongful, negligent, willful or unauthorized acts or omissions on the part of any of the tour suppliers, or other employees or agents, (2) any defect in or failure of any vehicle, equipment, instrument owned, operated or otherwise by any of these suppliers, or (3) any wrongly, willful, or negligent act or omissions on any part of any other party not under the supervision or control of the Polimita Cuba Travel LLC dba In Touch Travel, (4) government actions, sickness, weather, strikes, hostilities, wars, terrorist acts, acts of nature, local laws or other such causes. All services and accommodations are subject to the laws and regulations of the country in which they are provided. Polimita Cuba Travel LLC dba In Touch Travel is not responsible for any baggage or personal effects of any individual participating in the programs arranged by Polimita Cuba Travel LLC dba In Touch Travel. Individual travelers are responsible for purchasing a travel insurance policy, if desired, that will cover some of the expenses associated with trip cancelation and/or the loss of luggage or personal effects.

8- DOCUMENTS REQUIREMENTS

Passports & Visas

PASSPORTS: Passports are required for all U.S. citizens traveling abroad. Passports should contain at least 2 blank pages for immigration stamps and must be valid for at least 6 months after your return date.

Due to TSA Secure Flight requirements, you must enter all traveler names on the TRAVELER PROFILE exactly as they appear on the travelers' passport(s). If accurate information is not provided, airlines may charge penalties to make corrections, or may even deny boarding.

VISA REQUIRED: All US citizens must have a visa to enter Cuba. Travelers should provide the VISA APPLICATION FORM at the time of booking. If you hold a passport from another country or you were born in Cuba please check other requirements or contact us for more information.

All itineraries provide a full time schedule of educational activities that will result in meaningful interactions between you and individuals in Cuba. U.S. law requires that all persons who participate in this program adhere to this full time schedule, and imposes on In Touch Travel the obligation to ensure such adherence. Booking with In Touch Travel you agree and accept all these Terms and Conditions.

FULL NAME

SIGNATURE

DATE

TRAVEL AFFIDAVIT- General/Specific Licenses

I understand that travel transactions related to Cuba must be directly incident to one of the self -authorizing general license purposeful travel categories or travel authorized under the auspice of a specific license granted on a case-by-case basis. Under current US travel restrictions with respect to Cuba, travel-related transactions are prohibited except for the following categories & that by signing my name at the bottom of this Affidavit, I declare that I fall under the category I have checked below.

1. FAMILY VISITS

- 515.561(a). I am traveling to visit a close relative in Cuba, who is (i) a Cuban national, (ii) related to me by blood, marriage, or adoption and (iii) is no more than three generations from me or from a common ancestor, or
- 515.561(a). I share a common dwelling as a family with a generally licensed family traveler authorized under above, and I am accompanying the licensed traveler on a family visit.
- 515.561(a). I am visiting a close relative, who is a U.S. Government employee assigned to the U.S. Interests Section in Havana, or
- 515.561(a). I share a common dwelling as a family with a generally licensed family traveler in 6(a) above, and I am accompanying the licensed traveler on a family visit.
- 515.561(a). I am a person located in Cuba pursuant to full time educational activities pursuant to CFR 515.565 (a) (1) through (4) provided the authorized traveler will be in Cuba for more than 60 days.

2. OFFICIAL BUSINESS OF THE U.S. GOVERNMENT, FOREIGN GOVERNMENTS, & CERTAIN INTERGOVERNMENTAL ORGANIZATIONS

- 515.562. I am an employee, contractor or grantee of the United States government or any foreign government or a representative of an international organization of which the United States is a member, and I am traveling on official business of my government or intergovernmental organization.

3. JOURNALIST ACTIVITIES

- 515.563. I am traveling to Cuba directly to engage in journalistic activities in Cuba. I am regularly employed as a journalist by a news reporting organization, or I am regularly employed as supporting broadcast or as a technical person or a freelance journalist with a record of previous journalistic experience working on a freelance journalistic project or broadcast or technical personnel with a record of previous broadcast or technical experience and whose schedule of activities in Cuba does not include free time or recreation in excess of that consistent with a full time schedule.

4. PROFESSIONAL RESEARCH

- 515.564(1). I am a full-time professional whose travel transactions are directly related to my profession, professional background, or area of expertise, including area of graduate – level full-time study. My research in my full-time professional area will comprise a full work schedule in Cuba and I will not engage in recreational travel, tourist travel, travel in pursuit of a hobby, or research for personal satisfaction only.

5. PROFESSIONAL MEETINGS OR CONFERENCES

- 515.564(2). I am a full-time professional whose travel transactions are directly related to attending a professional meeting or conference in Cuba, which directly relates to my profession, professional background or area of expertise, including area of graduate level full-time study; for which the purpose of the meeting or conference is not to promote tourism in Cuba and whose schedule of activities does not include free time or recreation in excess of that consistent with a full time schedule of attendance at professional meetings or conferences.

6. EDUCATIONAL ACTIVITIES – CFR 515.565

General license for educational activities

- 515.565(a). I am a faculty member, staff person, or student of an academic institution (the “University”), and my travel is incident to (1) participation in a structured educational program in Cuba as part of a course offered for credit by the undergraduate or graduate degree granting academic institution that is sponsoring the program, (2) non-commercial academic research in Cuba specifically related to Cuba and for the purpose of obtaining a graduate degree, (3) participation in a formal course of study at a Cuban academic institution, which will be accepted for credit toward a graduate or undergraduate degree, (4) teaching at a Cuban academic institution by a person, who is regularly employed in a teaching capacity at the University,(5) organization of, and preparation for, educational activities authorized in the Regulations,(6) educational exchanges sponsored by Cuban or U.S secondary schools involving secondary school students participation in formal course of study or in a structured educational program offered by a secondary school or other academic institution and led by a teacher or other secondary school official, (7) Sponsorship or co-sponsorship of noncommercial academic seminars, conferences, and workshops related to Cuba or global issues involving Cuba and attendance at such events by faculty, staff and students of a participating U.S. academic institution.

General license for people-to-people travel.

- 515.565(b). I am traveling to Cuba directly incident to educational exchange not involving academic study pursuant to a degree program and my travel (1) takes place under the auspices of an organization that is a person subject to the U.S. jurisdiction and that sponsors such exchanges to Cuba to promote people-to-people contact; (2) the travel is for the purpose of engaging while in Cuba in a full time schedule of activities intended to enhance contact with the Cuban people, support for civil society, or promote the Cuba people’s independence from the Cuban authorities; (3) Each traveler will have a full time schedule of educational activities that will result in meaningful interaction between the traveler and individuals in Cuba (4) an employee, paid consultant or agent of the sponsoring organization is accompanying the group travel to ensure that each traveler has a full time schedule of educational exchange activities, and (5) the predominant portion of the activities to be engaged in will not be with individuals or entities acting for or on behalf a prohibited member of the Cuban communist Party, as defined by 31 CFR 515.338

7. RELIGIOUS ACTIVITIES IN CUBA

- 515.566. I am a person subject to the U.S. jurisdiction, including religious organizations located in the U.S. and members and staff of such organizations, traveling to Cuba directly incident to engaging in a schedule of full time religious activities in Cuba.

8. PUBLIC PERFORMANCES, CLINICS, WORKSHOPS, ATHLETIC & OTHER COMPETITIONS & EXHIBITIONS

General license for amateur/semi-professional international sports federation competitions

- 515.567(a). I am a person whose travel to Cuba is directly incident to athletic competition by amateur or semi-professional athletics or athletics teams traveling to participate in athletic competition in Cuba provided that (1) the competition is held under the auspices of the international sports federation for the relevant sport;(2) the U.S. participants are selected by the U.S. federation for the relevant sport; (3) the completion is open to the public

General license for public performances, clinics, workshops, other athletic completion or non-athletic competitions and exhibitions

- 515.567(b). I am a person whose travel to Cuba is directly incident to participation in a public performance, clinic, workshop, non athletic competition or other athletic competition not covered by (a) above provided that: (1) the event is open to for attendance and in relevant situations participation by the Cuban public;(2) all U.S. profits from the event after the costs are donated to an independent non governmental organization in Cuba or a U.S. based charity, with the objective of promoting people –to-people contacts or otherwise benefiting the Cuban people; and (3) any clinics or workshops in Cuba must be organized and run at least in part, by the authorized traveler

9. SUPPORT FOR THE CUBAN PEOPLE

- 515.574. I am a person whose travel to Cuba is directly incident to promoting independent activity intended to strengthen civil society in Cuba and the schedule of activities does not include free time or recreation in excess of that consistent with a full time schedule

10. HUMANITARIAN PROJECTS

- 515.575. I am a person whose travel to Cuba is directly related to the humanitarian projects in or relation to Cuba that are designed to directly benefit the Cuban people set forth in paragraph (b) of CFR 515.575

11. ACTIVITIES OF PRIVATE FOUNDATIONS/RESEARCH/EDUCATIONAL INSTITUTIONS

- 515.576. I am a person whose travel to Cuba is directly incident to activities by private foundations or research or educational institutions with an established interest in international relations to collect information related to Cuba for non-commercial purposes.

12. EXPORTATION & REEXPORTATION OF CERTAIN INTERNET-BASED SERVICES

- 515.578. I am a person whose travel to Cuba is directly related to the exportation or re-exportation, directly or indirectly, from the United States or for services incident to the exchange of communications over the internet, provided that it is not for promotion of tourism and domain name registration services.

13. TRANSACTIONS RELATED TO INFORMATION & INFORMATIONAL MATERIALS

- 515.545. I am a person whose travel to Cuba is directly incident to exportation, importation, or informational materials as defined by CFR 515.332 provided that the schedule of activities does not included free time or recreation in excess of that consistent with a full time schedule

14. CERTAIN EXPORT TRANSACTIONS

- 515.533. I am a person whose travel is directly incident to the conduct of market research, commercial marketing, sales negotiation, accompanied delivery, or servicing in Cuba of items consistent with the export or re-export licensing policy of the Department or Commerce (DOC) provided that the schedule of activities does not included free time or recreation in excess of that consistent with a full time schedule

15. Specific License

- I have a specific license from OFAC, which was issued prior to my trip. My OFAC license number is _____.

Name: _____

Address: _____

Date of Birth: _____

Phone Number: _____

I certify that the above information is true and correct.

SIGNATURE: _____ DATE: _____