

# **Reserving Your Travel with Movacay**

## **Terms & Conditions**

We at Movacay strive to bring you the best travel experience. The following terms and conditions “terms” apply to all travel products and services purchased. Please review these terms in detail as by purchasing any travel product or service you are bound by the terms set forth in this agreement.

These terms and conditions are in effect as of January 2026.

Last Revised: April 28th 2026

### **RESERVATIONS**

Please visit [www.Movacay.com](http://www.Movacay.com) , Call Movacay at 516-989-4450 for questions, or email use at [customerservice@Movacay.com](mailto:customerservice@Movacay.com)

### **PASSENGER AGREEMENT**

Movacay will work with you to provide a memorable travel experience. Movacay does not provide the travel services, rather we partner with various tour operators and travel providers to bring that experience to you. As the passenger, you understand that Movacay acts as an intermediary between you, the passenger, and third-party suppliers.

By submitting a deposit or payment, you:

1. Formally accept Movacay’s Terms & Conditions as stated herein.
2. Give Movacay permission to accept the terms & conditions of the third-party supplier on your behalf. All the terms & conditions applicable to your vacation will be reviewed with you in your travel proposal.
3. You agree to abide by the terms & conditions and policies of both the third-party supplier and Movacay.

Any violation of the terms and conditions will constitute a breach of your travel contract and forfeiture of all payments.

### **TRAVELERS**

Movacay serves clients based within the United States. All clients must be 21 years of age or older to purchase travel services. Any travelers under the age of 21 must be accompanied by a

parent or guardian 25 years of age or over. If an underaged traveler is not traveling with a parent, the airline/resort may require parental consent via a notarized letter from the parent allowing the child to travel with the guardian. Please contact Movacay for more information. All clients 17 and under are considered a child.

### **REQUIRED IDENTIFICATION**

Traveling is a great way to take time away from the normalcy of life. We at Movacay strive to make this process as smooth and easy as possible. To do so, there are certain documents you need to ensure a safe and uneventful travel experience. Please see below regarding the documentation needed in order for you to travel. Movacay is not responsible for any travel issues, denial of travel or increased costs due to passenger/s not having the correct documentation.

**DOMESTIC TRAVEL:** If you are traveling within the United States or any of its territories, valid state-issued identification is required. This can be a driver's license or state photo identification. This identification should be part of the Real ID program. If it is not, a valid passport would be required. For more information on the Real ID program, please go to the US Department of Homeland Security's website at <https://www.dhs.gov/real-id>.

**INTERNATIONAL TRAVEL & CRUISES:** To travel internationally or via a cruise, a passport is required. The passport should not expire six (6) months after the travel departure date and should have at least two (2) blank pages. Children need to have valid passports as well. For more information, please go to the US Department of State website at [www.travel.state.gov](http://www.travel.state.gov).

**NON-UNITED STATES PASSPORT HOLDERS:** If you hold a passport not issued by the United States, please check with your respective country or consulate regarding the rules of travel and entry prior to securing travel accommodations. Movacay is not responsible for denial of travel or entry of those with foreign passports.

### **PAYMENTS, CHANGES & CANCELLATION**

**PAYMENTS:** Movacay only accepts payments in United States Dollars. Payments can be made via major debit and credit cards. Accepted cards are: Mastercard, Visa, Discover and American Express. Credit or debit card should be in the name of the lead passenger. Alternate forms of payment may be accepted only with the expressed permission of Movacay. If alternate payment forms are required, please contact Movacay LLC at [Customerservice@Movacay.com](mailto:Customerservice@Movacay.com)

**DEPOSIT:** All deposits are **NON-REFUNDABLE and NON-TRANSFERABLE**. Travel reservations/ group spots are not confirmed until a deposit is made. Your travel proposal or booking page will reflect the amount needed to confirm your vacation. Unless stated otherwise, prices may fluctuate between the time a quote is rendered and when the deposit is furnished.

**PAYMENT PLANS:** All clients are required to maintain a valid debit or credit card on file for the duration of their reservation. Upon booking travel with Movacay, travelers are automatically enrolled in AutoPay in accordance with the agreed-upon payment schedule provided at the time of booking.

Payments are divided into equal monthly installments and must be made on or before each scheduled due date. Partial payments, skipped payments, or delays outside of the approved payment schedule are not permitted unless expressly approved in writing by Movacay.

Payment plans are not available for reservations made sixty (60) days or less prior to the travel date. In such cases, full payment is required at the time of booking. Failure to maintain timely payments may result in additional fees, suspension of the reservation, or cancellation in accordance with Movacay's Late Payment and Cancellation Policies.

Travelers may request to opt out of AutoPay after their booking has been confirmed by submitting a written request via email to [Customerservice@Movacay.com](mailto:Customerservice@Movacay.com). Requests to opt out of AutoPay must be approved and confirmed by Movacay in writing.

By opting out of AutoPay, the traveler acknowledges and agrees that they remain fully responsible for manually submitting all monthly payments on or before each scheduled due date. Failure to make timely manual payments may result in late fees, delinquent account status, suspension of the reservation, and possible cancellation in accordance with Movacay's Terms and Conditions.

**FINAL PAYMENT:** Reserved travel plans must be paid in full on or before the final payment date listed within the traveler's itinerary, invoice, or travel proposal.

Any reservation not paid in full by the final payment date may be subject to cancellation without further notice. Any payments previously made will remain subject to Movacay's cancellation policies, supplier terms, and any applicable non-refundable fees.

**LATE PAYMENT:** If a payment method is declined, Movacay will automatically attempt to process the payment again two (2) calendar days later. If the payment method is declined a second time, the traveler will receive an email notification stating that payment must be made immediately.

If payment is not brought current within thirty (30) calendar days of the original due date, a late fee of \$75.00 will be added to the reservation invoice. Any applicable late fees must be paid and brought current before future scheduled payments may be applied to the reservation balance.

Reservations that remain unpaid for sixty (60) calendar days may be subject to cancellation in accordance with Movacay's Terms and Conditions.

**REINSTATEMENT OF RESERVATIONS:**

If your travel reservation has been canceled, you may request reinstatement within seven (7) calendar days of the cancellation date. Reinstatement is not guaranteed and is subject to availability and current pricing at the time of the request.

To request reinstatement, the traveler must pay all past-due balances, any applicable late fees, and a non-refundable reinstatement fee of \$75.00 per person (\$100.00 for international trips). All reinstatement fees must be paid in advance in order to apply for reconfirmation of services.

In the event a reservation is canceled and later reinstated, the traveler is not guaranteed the same itinerary, accommodations, or pricing. Reinstated reservations may be treated as new bookings and will be subject to the pricing, availability, and terms and conditions in effect at the time of reinstatement. The traveler is responsible for any increase in travel costs.

Movacay reserves the right to deny any reinstatement request at its sole discretion.

**RESERVATION CHANGES:** Changes to an existing reservation, regardless of the reason, will incur a \$75.00 per person change fee, plus any additional supplier-imposed fees.

Certain changes, including but not limited to date changes, destination changes, or rebooking of services, may incur a higher fee of up to \$150.00 per person, depending on the complexity of the request.

This includes name changes and removal or modification of services such as optional tours and transfers.

Please note that name changes to airline reservations, including flights booked by Movacay on your behalf, are subject to full cancellation and rebooking and may incur additional costs.

Name changes involving the replacement of one traveler with another may be treated as a cancellation and new reservation and may be subject to additional fees, updated pricing, and applicable cancellation policies.

Movacay reserves the right to determine the applicable change fee based on the nature and complexity of the request. All change fees are non-refundable and must be paid at the time the change is requested.

**CANCELLATIONS:** All cancellation requests must be submitted in writing to **customerservice@Movacay.com**. Cancellation requests are not considered received or processed until confirmed by Movacay in writing.

A non-refundable cancellation fee of \$150.00 per person, up to a maximum of \$300.00 per reservation, will be assessed for all cancellations. Upon receipt of a cancellation request, an invoice for the cancellation fee will be issued. This fee must be paid in full in order for the cancellation to be processed. Reservations will remain active and subject to all payment terms until the cancellation fee has been received.

Please allow up to **three (3) business days** for cancellation requests to be processed after payment of the cancellation fee.

If a cancellation is requested prior to the final payment due date and within the applicable cancellation window, travelers may be eligible to receive a refund of payments made toward the vacation, less the following:

- Non-refundable deposits
- The applicable cancellation fee (as outlined above)
- Any supplier-imposed penalties
- Any non-refundable fees, including but not limited to group experience fees, event fees, or administrative fees

All remaining eligible refunds will be processed after applicable deductions. No refunds will be issued for cancellations made after the final payment due date unless otherwise stated in writing or required by the applicable supplier. Cancellation requests are processed during normal business hours. Requests received after business hours, weekends, or holidays will be considered received on the next business day for the purpose of determining applicable cancellation timelines.

If the cancellation fee invoice is not paid within five (5) calendar days of issuance, the reservation will remain active and subject to standard payment terms, including late fees and

cancellation policies. Movacay is not responsible for any additional supplier penalties or fees resulting from cancellation.

### **TRAVELING WITH A ROOMMATE:**

If you are traveling with a roommate, to receive the best prices, you and your roommate must reserve your travel itinerary at the same time.

All reservations are considered a shared financial responsibility. The full reservation balance must be paid in full by the final payment due date to avoid cancellation, regardless of whether roommates are splitting the cost. Each traveler is responsible for ensuring the total balance for the reservation is satisfied.

If your roommate chooses not to travel, the roommate will be subject to the cancellation policies stated in these Terms & Conditions and in the travel proposal. The remaining traveler may be subject to an increased fee in the form of a single supplement, or the travel package may need to be repriced and rebooked.

Please contact Movacay if this occurs, to determine the best course of action based on your itinerary. Movacay does not offer roommate matching services and is not responsible for any increased costs or other monetary damages in the event a roommate chooses not to travel.

Unless otherwise stated in the travel proposal, all monies paid are non-transferable.

### **GROUP TRAVEL**

**AFFINITY GROUP:** Movacay is proud to provide travel accommodations for you and your group. As Group Leader, there will be a separate Group Leader Agreement that will detail the group's rights and responsibilities. These terms and conditions are incorporated into the Group Leader Agreement and applicable to all passengers in the group. If any of these terms contradict with the terms of the Group Leader Agreement, the terms of the group travel itinerary and contract will prevail.

**SPONSORED GROUP:** Movacay sponsors group vacations. These group vacations may include additional amenities, such as ground transportation, group events or meals. Additional terms may be included in the group travel itinerary. These terms & conditions are incorporated in the group travel itinerary. If any of these terms contradict with the terms of the group travel itinerary, the terms of the group travel itinerary will prevail.

**Meals:** As specified in each itinerary, meals are based on the hotel's or restaurant's buffet or set menu. In general, beverages are not included, unless specifically stated. Although the Movacay cannot make guarantees, every effort will be made to honor special dietary requests submitted in writing at least 4 weeks prior to departure at [customerservice@Movacay.com](mailto:customerservice@Movacay.com)

**ACCOMMODATIONS:** Movacay group travel accommodations are generally based on double occupancy unless otherwise stated. Specific bedding configurations (including but not limited to one bed, two beds, or bed type) are requests only and are **not guaranteed**. Bedding and room assignments are determined solely by the hotel and are subject to availability at the time of check-in.

All special requests, including bedding preferences, must be submitted at the time of booking. Movacay will communicate such requests to the hotel but does not guarantee fulfillment.

Hotels and accommodations are subject to change due to circumstances beyond Movacay's control, including but not limited to overbooking, maintenance issues, or operational changes by the hotel. In such cases, Movacay reserves the right to secure alternative accommodations at a property of similar or higher standard. While Movacay will make reasonable efforts to avoid additional costs, travelers are responsible for any increase in price resulting from changes in accommodations. Movacay is not responsible for any inconvenience, loss of amenities, or differences in accommodations resulting from such changes.

**Luggage:** Travelers are responsible for complying with all airline and transportation provider baggage policies, including size, weight, and quantity restrictions. Movacay does not impose specific luggage limits unless otherwise stated for a particular trip. Movacay is not responsible for any loss, damage, or delay of luggage or personal belongings. Travelers are advised to report any loss or damage directly to the airline, hotel, or appropriate authority at the time of the incident and to obtain written documentation for insurance purposes.

**Ground Transportation:** Movacay may include ground transportation upon arrival and departure from the travel location. Movacay will use its best efforts to secure safe and reliable transportation.

If applicable, it is the traveler's responsibility to provide Movacay with all information necessary to arrange ground transportation, including flight details, at least four (4) weeks prior to the date of travel.

If the required information is not provided within the specified timeframe, Movacay does not guarantee the availability of ground transportation services. Any additional costs incurred to arrange or modify transportation due to late or missing information will be the sole responsibility of the traveler.

If the traveler is unable to meet the ground transportation provider at the scheduled date and time, regardless of the reason, the traveler is responsible for any and all costs associated with cancellation or rescheduling of the ground transportation. Ground transportation costs are non-refundable.

**Upgrades:** Movacay may offer upgrades to the travel experience. These upgrades may be at an additional cost to the passenger, are not guaranteed and are subject to availability.

**SIGHTSEEING & ITINERARY:** Movacay's group vacations have been designed to accommodate solo travelers as well as groups. Some itineraries may have early morning start times for sightseeing in order to complete the touring during daylight hours or avoid afternoon heat in tropical and desert climates. It is the passenger's responsibility to arrive on time for all scheduled flights, cruises, and package components. With many of the preplanned tours, it is vital that the group remains within the scheduled time. If a passenger is running late, there is no guarantee that the group can wait. Passenger is responsible for all costs and additional fees or penalties if they are unable to meet the group at the preassigned time.

Passengers are not required to attend the prepackaged tours. If you choose not to attend any or all of the tours, there is no refund, partial or otherwise for that tour. Arriving late may be considered a "no-show", in which case you will not be eligible for refund for the unused service(s). We cannot guarantee the number of passengers who will be on any given tour. Passengers may find that they are traveling with a sizable group or only with their own companions. Services, however, will remain constant no matter the number of tour participants. Persons requiring any assistance or who have any form of disability should refer to section "Travelers with Disabilities".

On dates including, but not limited to religious holidays and national celebrations, some monuments and sites may be closed. On these occasions, touring itineraries may be amended to reflect these closures. Occasionally, during holidays and certain periods, and/or due to unforeseen circumstances including weather conditions there may be last-minute changes, sometimes after arrival, in affecting the sequence of the tour or locations visited. Therefore, we reserve the right to adjust the tour sequence. In such cases there will be no cost adjustment.

National monuments and tourist sites regularly undergo renovations, which can obscure the monument's view. No tour will be canceled due to renovations; however, Movacay will decide based on the conditions whether to amend an itinerary. Movacay itineraries may contain suggestions for activities for your leisure time; these suggestions do not constitute an endorsement of any specific service provider and the decision to participate in any such activities should be made independently and with due consideration.

Passenger is responsible for bringing the necessary documentation when sightseeing and attending the attractions or excursions. You are responsible for confirming that they have the

proper documentation or risk being unable to participate in that activity or attraction. Movacay will not be held responsible if you are unable to participate in the activity or attraction because you do not have the proper identification or documentation and no refund will be given, partial or otherwise, because you were unable to participate in the activity.

**GROUP HARMONY:** To ensure the desired group synergy, Movacay reserves the right to accept, reject or expel any individual who is deemed disruptive or incompatible with the interests of the group, including, but not limited to, individuals who are intoxicated and/or under the influence of drugs, theft, fighting, not following the rules and laws of the vacation location, hotel/resort, etc. Expenses, including cancellation fees and/or costs for alternate travel plans or to return home, is the sole responsibility of the passenger and their traveling companions. All unused services are non-refundable.

### **INTERNATIONAL TRAVEL ENTRY REQUIREMENTS**

International locations have different entry rules and requirements than traveling within the United States. Preapproval or a visa may be required prior to entry. It is the passenger's responsibility to ensure that they meet eligibility requirements and have the proper documentation to enter another country. This information can generally be found at the country's consulate website. Movacay is not responsible if a passenger is denied entry into a country for any reason, including, but not limited to, not possessing the proper visa or having a criminal record.

### **POLICIES OF COMMON CARRIERS**

**GENERAL POLICIES:** TSA regulations require that passenger information entered into common carrier reservation systems match the passenger's information as listed on their passport or other government-issued id. Passengers are responsible to provide Movacay with the correct spelling and listing of their name as it appears on their passport (or other government-issued I.D.), as well as date of birth, gender, address, phone number, and email for all passengers traveling together. Passengers are responsible for ensuring that the identifying information listed on their invoice and travel documents are correct. Movacay will not be responsible for passengers who incur fees or are denied travel due to inaccurate information.

**AIRLINES:** Airline schedules and flights are subject to change without notice. Movacay is not responsible for penalties incurred for tickets, whether international or domestic, due to schedule changes, flight changes, or missed flights.

This section applies only to air arrangements that Movacay has agreed to purchase or manage on behalf of the traveler. If the traveler purchases their own airfare independently, Movacay is not responsible for any changes, delays, cancellations, or issues related to those flights, including but not limited to schedule changes, missed connections, or airline policies.

In the case that Movacay purchases airline tickets on your behalf, Movacay will follow the policies of the airline, which may change at any time. Most airline tickets require immediate and full payment at the time of booking. Any replacement air arrangements and associated costs will be the sole responsibility of the traveler.

Movacay will make reasonable efforts to utilize major carriers; however, discount carriers may be used when necessary. In the event of a conflict between Movacay's policies and airline policies, the airline's policies will prevail. Movacay is not responsible for the services, policies, or actions of any airline.

*Airline Seat & Class Assignments:* The airlines bear sole responsibility and authority of assigning seats and class of service. Movacay will put forth best efforts to select the passenger's desired seat in the passenger's desired class. Movacay is not responsible for seat assignment or class changes made by the airlines.

*Airline Frequent Flier Programs:* Passenger is responsible for contacting their airline directly regarding mileage eligibility and accrual. As a courtesy, Movacay will provide frequent flier information to the airline, if provided by passengers. Movacay is not responsible for eligibility and administration of airline frequent flyer programs. Not all air reservations are eligible to accrue frequent flier miles or frequent flier benefits. Please check with the appropriate air carrier regarding their program rules and eligibility.

*Known Traveler Programs:* Passenger is responsible for adding TSA Precheck or Global Entry to their air reservation. If provided at time of reservation, Movacay will put forth our best efforts to add such information to the passenger's air reservation. It is the responsibility of the passenger to confirm that this information is added to their reservation. Movacay does not administer either of these programs or determine eligibility of these programs. Movacay will not be responsible if a passenger is denied use of these programs.

*Airline Name Changes:* Any name change including minor spelling corrections may require airline reservations to be canceled and rebooked. Reservations are subject to current availability and pricing at the time of rebooking. Once airline tickets are issued, subsequent name corrections will be subject to an airline rebooking fee. Travel Agency will not be held responsible for the denial of services by a carrier due to any name discrepancy. Name changes must be advised in writing at [Customerservice@Movacay.com](mailto:Customerservice@Movacay.com)

*Airline Schedule Changes:* In the event of an airline schedule change, Movacay will make every effort to inform passengers of the schedule change and new flight schedule prior to departure. Movacay is not responsible for schedule changes including, when applicable, changes in routing and/or the number of stops in the itinerary. Movacay is unable to provide compensation for schedule changes, seat assignment modifications, or cancellations implemented by an airline. In the event of any change in flight itinerary made directly between passengers and their airline, it is the passengers' responsibility to advise Movacay of amended flight details in writing at [Customerservice@Movacay.com](mailto:Customerservice@Movacay.com). Movacay is not responsible for land services, including arrival and/or departure transfers, if flights are changed without its knowledge.

**CRUISES:** Cruise itineraries, cruise cabins and ships are subject to change without notice. Movacay takes no responsibility for ship substitutions, cabin changes or itinerary changes imposed by a cruise line and is not responsible for any losses you may incur including the issuance and/or cancellation of airline tickets or visa fees.

**HOTEL/RESORT/CRUISE DEPOSIT:** Some hotels/resorts/cruises may require a security deposit to pay for any damage caused to the accommodations or to cover incidental charges (room service, parking, etc.) The amount of the deposit is determined by the hotel/resort/cruise. It is advised that you use a major credit card for your security deposit. Using your debit card will take that money from your bank account and it will not be refunded until the conclusion of your stay. The processing time for the refund is determined by your banking institution.

## **HEALTH & SAFETY**

**MEDICAL SERVICES:** There may be times where passengers may need medical attention. Should medical attention be required, local services will be contacted. Resulting charges will be the responsibility of the passenger. Movacay is not responsible for the services provided. It is highly recommended that the passenger secure travel insurance in case there is an unforeseen need for medical attention.

**HEALTH REQUIREMENTS:** Check with your healthcare provider for up-to-date requirements. You may also check the Centers for Disease Control ([www.cdc.gov](http://www.cdc.gov)) and/or the World Health Organization (<http://www.who.int/en/>) for their recommendations. Required inoculations, if any, must be recorded by clients' health practitioner on a valid vaccination certificate which the client must carry for proof of inoculation where required. Individuals with heart disease, chronic illness, physical handicap, advanced pregnancy, or mental illness should not participate in these rigorous travel programs. Any person who arrives at the destination ill with an apparent fever or becomes ill during the tour, will be removed from the group and

directed to a local medical facility for diagnosis. Only upon clearance by an accredited medical facility will that individual be allowed to resume group travel. All costs associated with medical treatment and related expenses such as additional hotel nights or transportation not included in the original itinerary, will necessarily be borne by the passenger. Please note that some countries may require aircraft cabin insecticide treatment for in-bound foreign flights. A list of such countries is available at: <https://www.transportation.gov/airconsumer/spray>.

### **TRAVELERS WITH DISABILITIES**

We at Movacay want all of our clients to enjoy their travel itinerary and excursions. We also understand that not everyone may have the same capabilities as others. If you or anyone in your party requires any form of assistance, including but not limited to, physical assistance, sight or hearing impairments, you are required to notify Movacay prior to reserving travel. We will review with you the itinerary and physical requirements of the vacation to ensure we can work with your disabilities. If it is decided that the tour/vacation works for you and additional services are needed, you must be accompanied by an individual responsible for providing those services. Tour managers, guides, drivers or other tour, hotel, ship personnel are not able to provide such assistance. In order to participate in escorted tours, passengers must be able to understand and follow instructions given by the Tour Director at all times, both for the successful operation of the tour as well as for everyone's safety. The travel itinerary is subject to change prior to or during the vacation for various reasons outside of Movacay's control. If this occurs, the vacation may not be best suited for you. You agree and hold Movacay harmless if this occurs and you are unable to fully participate in the tours/vacation. No refunds, partial or otherwise, will be provided in the case of an unscheduled itinerary change.

Movacay reserves the right to reject participation or remove any individual from a tour/vacation if notification of any disabilities was not previously provided and/or when, in our sole judgment, continued participation would significantly hinder the services to be provided to all guests. Expenses, including cancellation fees and/or costs for alternate travel plans or to return home, will be the sole responsibility of the passenger. Escorted tours are fast-paced, often requiring lengthy walks over uneven terrain. Some activities may have weight limits. In the interests of group harmony, clients should be able to maintain the pace of the tour. Clients with special needs may be better served independently. Movacay can suggest touring options based upon specific requirements.

**WHEELCHAIRS & WALKERS:** *Travel within the US:* Pursuant to the Americans with Disabilities Act (the ADA), Movacay will use our best efforts to accommodate travelers with disabilities to the extent possible and consistent with the specific tour itinerary. Nevertheless, you may find that certain tour features may not be accessible to the extent that a wheelchair, scooter, or other special equipment to participate are required. We cannot provide individual assistance to travelers with wheelchairs or other mobility devices. We regret that some itineraries cannot accommodate wheelchairs or motorized scooters. Movacay will endeavor to accommodate special access needs but does not guarantee that it will be able to do so in all cases.

*International Travel:* Hotels, sea and river cruises outside of the United States are not required to comply with ADA requirements and therefore may not have ramps, wide entryways or elevators to accommodate disabled passengers or devices such as wheelchairs, walkers or motorized scooters. Due to physical constraints and space limitations, wheelchairs, walkers and motorized scooters may not be taken aboard motor coaches and river cruises.

**SERVICE ANIMALS:** Passengers on USA escorted tours who require a service animal because of a disability must contact Movacay prior to booking a tour. Passenger is responsible for knowing and abiding by the travel policies of the carriers and hotels/resorts. Service animals cannot be accommodated at international locations.

### **CHARGEBACKS**

Movacay understands that travel plans may change. If a refund is owed, Movacay will make reasonable efforts to process such refunds in accordance with these Terms & Conditions. Please note that Movacay works with third-party suppliers, and delays in receiving funds from those suppliers may impact the timing of refunds.

By agreeing to these Terms & Conditions, the traveler agrees not to initiate a chargeback with their credit card company for any services rendered in accordance with these terms.

In the event a chargeback is initiated, the traveler agrees to pay a non-refundable chargeback processing fee of \$150.00 per dispute. This fee covers administrative time, documentation preparation, and processing costs and will be charged regardless of the outcome of the dispute.

Initiating a chargeback for services that have been provided, or in violation of these Terms & Conditions, may be considered a breach of this agreement. Movacay reserves the right to pursue recovery of any funds owed, including fees, costs, and expenses associated with the chargeback.

## **RELEASE FROM LIABILITY**

Movacay, its shareholders, directors, officers, employees and affiliates, does not own or operate any entity that provides goods or services for your vacation including, for example, ownership or control over hotels or other lodging facilities, airline, vessel, bus, van or other transportation companies, local ground operators, providers or organizers of optional excursions or equipment used thereon, food service or entertainment providers, etc. All such persons and entities are independent contractors. As a result, Movacay is not liable for any negligent or willful act or failure to act of any such person or entity, or of any other third party. Movacay has no control over the activities at resorts or locations. Passenger is aware that the facility may change, postpone, or cancel any scheduled activities and passenger holds Movacay harmless if this occurs.

Without limitation, Movacay is not responsible for any injury, loss, or damage to person or property, death, delay or inconvenience in connection with the provision of any goods or services occasioned by or resulting from, but not limited to, acts of God, acts of government, items listed in the force majeure clause, acts of war or civil unrest, insurrection or revolt, strikes or other labor activities, criminal or terrorist activities of any kind, or the threat thereof, overbooking or downgrading of accommodations, structural or other defective conditions in hotels or other lodging facilities, mechanical or other failure of airplanes or other means of transportation or for any failure of any transportation mechanism to arrive or depart timely or safely, dangers associated with or bites from animals, pests or insects, marine life or vegetation of any sort, dangers incident to recreational activities such as swimming, kayaking, sailing, canoeing, rafting, hiking, walking, bicycling, etc., sanitation problems, food poisoning, lack of access to or quality of medical care, difficulty in evacuation in case of a medical or other emergency, illness, epidemics or the threat thereof or for any other cause beyond the direct control of Travel Agency. In addition, I release Travel Agency from its own negligence and assume all risk thereof.

## **FORCE MAJEURE**

There may be times when either party is unable to perform, or complete performance, under the travel contract for reasons out of each other's control. These are called force majeure events and if occurs, make performing under the contract inadvisable, commercially impracticable, illegal, or impossible. Events that may trigger this provision include, but are not limited to, acts of God, acts of government, acts of war or civil unrest, insurrection or revolts, military action, strikes or other labor activities, criminal or terrorist activities of any kind, or the threat thereof, pandemics, epidemics, illnesses or health conditions prevalent in the area of travel, earthquakes, hurricanes,

lightning, and explosions, unexpected legislation, or any other event outside the reasonable control of either party.

In the event that a force majeure event occurs, the parties will look to and follow the cancellation policies of the suppliers, what is stated in the travel proposal and these terms & conditions. Any changes to those policies are at the sole discretion of the supplier (if applicable) and Movacay. Passengers will be informed of their options if a force majeure event occurs.

### **TRAVEL INSURANCE:**

Working with Movacay to purchase your vacation is an investment. Protect your investment by securing travel insurance. Travel insurance can assist with reimbursing you for the cost of your vacation due to events out of your control, such as illness, injury or death of you or a close family member. It can also assist if you become ill while traveling or are quarantined. Movacay is not responsible for any costs associated with the risks of traveling or having to cancel your vacation for reasons within or outside of your control. Travel insurance is not a requirement but is **HIGHLY RECOMMENDED**.

### **ASSUMPTION OF RISK:**

Passenger is aware that the travel itinerary may involve hazardous activities, with a risk of illness, injury or death which may be caused by forces of nature, animals, insects or flora, the negligence of Movacay, or other persons and companies known or unknown, or of willful or criminal conduct of third parties. Passengers are aware that weather conditions may not be desirable, severe, adverse and/or unpleasant. Passengers are also aware that medical services or facilities may not be readily available or accessible during some or all of the time during which I am participating on the vacation.

In order to partake of the enjoyment and excitement of this vacation, passengers affirm that I am willing to accept the risks and uncertainty involved as being an integral part of my vacation. Passenger hereby accepts and assumes full responsibility for any and all risks of illness, injury or death and of the negligence of Movacay and agree to hold harmless and release Movacay from claims of third-party negligence. Passenger understands the physical requirements of the activity(ies) in which I will be participating, and I currently have no known physical, medical or mental condition which would impair my ability to participate in this vacation and I am willing to assume all risks that may be created, directly or indirectly, by any such condition. Passenger hereby authorizes Movacay or my local ground handler or others to arrange for any emergency

medical treatment and hospitalization as may be necessary for me because of participation in this activity without my further consent.

### **BINDING ARBITRATION:**

Passenger agrees that any dispute concerning, relating or referring to this Agreement, the brochure or any other literature concerning my trip, or the trip itself, shall be resolved exclusively by binding arbitration pursuant to the Federal Arbitration Act, 9 U.S.C. §§1-16, either according to the then existing Commercial Rules of the American Arbitration Association (AAA) or pursuant to the Comprehensive Arbitration Rules & Procedures of the Judicial Arbitration and Mediation Services, Inc. (JAMS). Such proceedings will be governed by substantive (but not procedural) New York law and will take place in the United States of America, New York

The arbitrator and not any federal, state, or local court or agency shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, conscionability, or formation of this contract, including but not limited to any claim that all or any part of this contract is void or voidable. Please understand that by agreeing to these terms and conditions, you (and we) are waiving our right to a trial by jury. If awarded, passenger's damages are limited to the total amount Passenger paid to Movacay.

### **MODIFICATION & WAIVER**

No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in a writing signed by the Parties. No failure of Company to exercise any power reserved to it under this Agreement, or to insist upon strict compliance by the Contractor with any obligation or condition under this Agreement, and no custom or practice of the parties in variance with the terms of this Agreement, shall constitute a waiver of Company's right to demand exact compliance with the terms of this Agreement.

### **VOLUNTARY PARTICIPATION:**

The passenger acknowledges that I have voluntarily chosen to participate on the vacation illustrated in the travel proposal and that I have read the description of the vacation, together with all information contained on the itinerary. I am voluntarily participating in this vacation with knowledge of the hazards involved.

## **PHOTOGRAPHIC RELEASE:**

Movacay may take photographs and video during its sponsored vacations for use on its website, social media platforms, and in promotional and commercial materials. By attending a Movacay-sponsored vacation, you grant Movacay permission to capture and use your name, image, likeness, and voice in any and all media, now known or hereafter developed, without compensation.

If you do not wish to be photographed or recorded, you must notify Movacay in writing at least four (4) weeks prior to the start of your vacation.

Please note that group photos and videos are a standard part of the Movacay experience and are used for business and promotional purposes. While Movacay will make reasonable efforts to respect your request, you may need to remove yourself from or avoid participation in group photos, video recordings, and certain group activities where media is being captured. Movacay is not responsible for excluding individuals from incidental or background inclusion in group content.

By opting out, you acknowledge that you may be excluded from group photos, video content, and certain shared experiences where media is being captured.

Passengers may take their own photographs and videos during the trip and may choose to share such content with Movacay. By sharing media with Movacay, you grant Movacay permission to use, reproduce, and distribute such content for promotional and commercial purposes without compensation.

## **EMAIL OPT-IN**

As a customer of Movacay, you may, from time to time, receive promotional emails. You agree that by virtue of being a customer, that your name and email address, as well as the names and email addresses of your traveling companions 18 or over, are added to Movacay's email distribution list. You may unsubscribe from the list at any time.

## **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter herein and supersedes all prior written and oral agreements, discussions, or representations between the Parties. Consultant represents and warrants that it is not relying on any statement or representation not contained in this Agreement. To the extent any

terms set forth in any exhibit or schedule conflict with the terms set forth in this Agreement, the terms of this Agreement shall control unless otherwise expressly agreed by the Parties in such exhibit or schedule.

### **SEVERABILITY**

If a court or other body of competent jurisdiction finds, or the Parties mutually believe, any provision of this Agreement, or portion thereof, to be invalid or unenforceable, such provision will be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the remainder of this Agreement will continue in full force and effect.

### **KNOWING AND VOLUNTARY EXECUTION:**

Passenger agrees that I have carefully read these Terms and Conditions and the vacation itinerary, and fully understand its contents, including cancellation policies and penalties. I am aware that this is a release of liability and a contract between myself and Movacay and agree of my own free will. By submitting a deposit, I agree to these Terms & Conditions and Movacay's Release from Liability, Assumption of Risk and Binding Arbitration Clause for myself, each member of my traveling party and any minor children accompanying me.