“Terms & Conditions”

Hello and welcome! We are glad that you take the time to read these terms of service (the “Terms”). These Terms are important as, together with your booking confirmation email (the "Booking Confirmation"), set out the legal terms under which Travel Services are made available to you through our Service. They also cover any interaction or communication you have with us through our Service. Use of our Service is conditioned on your acceptance of these Terms. To book a Travel Service, you must also accept these Terms. If you do not agree to these Terms, 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 your acceptance of those updated Terms. We recommend that you save or print a copy of these Terms. These Terms contain an arbitration agreement and class action waiver that apply to all claims brought against us in the United States. Please read them carefully.

In these Terms:
“we”, “us” or “our” refers to "That Vacation Travel Corp"., a corporation of 12150 Sw 128 Court Suite 102, Miami, FL, 33186 USA that provides our Service. “ Our Group of Companies ” refers to us and our corporate subsidiaries and affiliates. "our partners" means any affiliated, co-branded or linked websites through which our group of companies provide content or service. “our Service” refers to the provision of our websites, applications and online tools. “ Travel Provider ” means the travel provider that makes the Travel Services available to you through our Service. “Travel Services” means the travel services made available to you by the Provider(s) of applicable travel(s) through our Service, such as property stays, flights, car rentals. cars or activities to do, etc. “You” refers to you, the traveler, who uses our Service or makes a reservation with our Service.

Please read these Terms carefully.

To book a Travel Service, you must read and accept these Terms by checking the box indicating your agreement. If you do not agree to these Terms, please do not use our Service or book a Travel Service.

Rules and restrictions:

In addition to these Terms, other terms and conditions provided by the Travel Providers (such as an airline's conditions of carriage, the terms and conditions of a property, or the rental contract from a car rental company, etc.) also apply to your reservation (“Rules and Restrictions”). To make a reservation, you must accept the Rules and Restrictions of the Travel Provider you select (such as payment of amounts owed, refundability, penalties, restrictions on availability and use of rates or services, etc.). The relevant Rules and Restrictions are provided to you before making a reservation and are incorporated by reference into these Terms.

If you violate a travel provider's rules and restrictions, your reservation may be canceled and you may be denied access to the travel service. corresponding trips. You may also lose the money paid for such booking and we or the Travel Provider may debit your account any costs we incur as a result of such breach.

Use of our service:

Our rules: We provide our Service to help you find information about the Travel Services and to help you to book such Travel Services. It is provided to you for no other purpose.

You agree that:

You will only use our Service for personal, non-commercial purposes. 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 accordance with these Terms. all information provided by you is true, accurate, current and complete If you have an account with us, you will be able to: safeguard your account information be responsible for any use of your account by you or others if booking on behalf of others: will obtain your authorization before acting on your behalf inform them of the terms that apply to the reservation (including Rules and Restrictions) and ensure that they agree to these terms. You are responsible for paying any amounts due, making any change/cancellation requests, and all other matters related to the reservation. You also accept not: make any false or fraudulent reservation access, monitor or copy any content of 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 circumvent or circumvent other measures used to prevent or limit access to our Service take any action that imposes, or may impose, a large or unreasonable load on our infrastructure 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 any person access to our Service at any time and for any reason. any valid reason. We may also make improvements and changes to our Service at any time.

Account:

To create an account, you must be at least 18 years of age and follow the account creation instructions provided through our Service. The account you create on our Service also allows you to access other sites, applications, tools, and services offered by our company using the same account credentials, in addition to our Service (from “That Vacation Travel Corp”). Please note that when you use your “That Vacation Travel Corp” account, the relevant terms of service displayed on the sites, applications, tools, and services you are using will govern your use of them. For information on how to delete your account, please log in to your account on our Service and follow the applicable account deletion process. For more information about your privacy rights (such as deletion or access), please see our Privacy Statement. How we order your search results:

There are many travel options available through our Service and we want your search results to be are as relevant as possible. On the search results page you will see our default sort order; However, you can select how to sort your results and also use filter options to prioritize results based on chosen preferences, for example, price, guest review score or other criteria. You can get Learn more about how we sort search results here. Within your search results, we sometimes also display travel options that are commercial listings paid from our Travel Suppliers. These travel options are clearly labeled for your information. as "Advertisement" or a similar equivalent label, to differentiate them from other travel options.

Third Party Redirection and Reservation Services: If you are redirected from our Service to a third-party booking service (such as car rental) to make a travel reservation, please note that any reservation made through such reservation service will be with the third party and not with us. We are not responsible for reservations made through reservation services of third parties and we have no liability to you in respect of such booking. The terms and conditions of the third party service provider will establish what rights you have against them and explain your liability.

Confirmation of a reservation:

Your Reservation Confirmation includes the essential elements of your reservation, such as a description of the Services. Reserved trip and price. We will send your booking confirmation and any relevant travel documents to the email address that you provide when making the

reservation. If you do not receive Confirmation of your reservation within 24 hours To make your reservation, contact us.

Payments and Prices:

The price of the Travel Services will be as shown on our Service, except in cases of obvious error. Prices for Travel Services are dynamic and may change at any time. Price changes are not will affect reservations already accepted, except in cases of manifest error. We show many Travel Services and we We endeavor to ensure that the price displayed is accurate. We reserve the right to correct any errors in prices in our Service. If there is an obvious error and you have made a reservation, we will offer you the opportunity to keep your reservation by paying the correct price or we will cancel your reservation without penalty. We are under no obligation to make available to you Travel Services at an incorrect (lower) price even after a Booking Confirmation has been sent to you, whether the error should have been reasonably obvious to you.

In the event of a pricing error, you will be notified as soon as possible. You will have the option to confirm the booking at the correct price or cancel the booking without penalty. We are not obligated to honor bookings at incorrect prices if the error is obvious and should have been recognized as such by you.

Taxes:

Prices displayed through our Service may include taxes or tax recovery charges. Such taxes or tax recovery charges may include amounts associated with value added tax, goods and services tax, sales tax, occupation tax and others taxes of a similar nature. Taxes or tax recovery charges are generally calculated or estimated on the prices shown at through our Service before any discounts (including those funded by us), coupons and rewards loyalty discounts that may be applicable to your reservation, unless those discounts, coupons and loyalty rewards are considered as a reduction in price for the purposes of calculating or estimating taxes in the jurisdiction relevant to the reservation. You acknowledge that, except as provided below with respect to tax obligations on amounts received from you, including facilitation fees and service fees where applicable in accordance with Section (Stays) below, our Group of Companies does not collect taxes for remittances to taxes applicable. authorities. Tax recovery charges on Pay Now reservations are a recovery of the estimated taxes that our Group of Companies pays to the Travel Supplier for taxes owed by the services provided by the Travel Provider (such as the room rental fee). Travel providers are responsible for remitting applicable taxes to applicable tax jurisdictions. Taxation and rate Appropriate tax rates vary greatly by jurisdiction. The actual amounts paid by our Group of Companies to the Travel Suppliers may vary tax recovery charge amounts, depending on rates, taxation, etc. in effect at the time of actual use of the services provided by the Travel Provider. Local sales, use and/or hotel occupancy taxes are imposed on amounts our Group of Companies charge for the services they provide (service fee and/or facilitation fee) in certain jurisdictions. The actual amount imposed on services provided by our Group of Companies may vary depending on the rates in effect at the time the Travel Provider provides the services. In certain jurisdictions, our Group of Companies is responsible for collecting and remitting local sales, use and/or hotel occupancy taxes. for the full price, including the amounts we charge for our services, as well as the Travel Services provided by the Travel Provider. In certain jurisdictions, you may be responsible for paying local taxes imposed by the authorities local taxes (such as municipal taxes or tourist taxes, etc.). Our Group of Companies or the Supplier Travel may charge you such local taxes. Our Group of Companies will notify you of any local taxes which you must pay before completing your reservation, when said taxes have been notified to our Group of Companies by the Travel Provider. The amount of local taxes may change between the reservation date and the date of stay. If taxes have changed before the date of your stay, you may be required to pay taxes at the higher rate.

Processing Payment

For certain Travel Services, including Packages (as defined in Section “Packages”), payment may be charged in multiple portions (as shown on your payment statement). However, the total amount charged will never exceed the total price displayed for the selected Travel Services.

When payment is made at the time of your reservation and in the local currency of our Service (as applicable), the company processing the payment (via authorized payment partners) will be the entity indicated below, according to the relevant location of our Service.

Location:

Our company accepts your payment.

United States:
That Vacation Travel, Corp., a company registered in the United States, accepts your payment. Without prejudice to applicable law and the jurisdiction paragraph in the “General” Section of these Terms, the law governing any payment transaction will be the law of the jurisdiction where the processing company is located, as outlined above.

Please refer to our **Privacy Statement** for information on how we manage your payment and account data when you choose to store a credit or debit card or other payment method for future use.

Payment verification:

By submitting a reservation, you authorize That Vacation Travel, Corp. or the relevant Travel Provider to:

- Verify your payment method by obtaining prior authorization, charging a nominal fee, or using other means of verification.

- Confirm your payment method during verification.

Fees charged by banks:

Some banks and card issuers impose fees for international or cross-border transactions. For example, if you make a reservation using a card issued in a country other than the Travel Provider's location or you choose to transact in a currency other than the local currency of our Service, your card issuer may charge you an international or cross-border fee. -border transaction fee. Additionally, some banks and card issuers impose fees for currency conversion. For example, if you make a reservation in a currency other than the currency of your credit card, your card issuer may convert the amount of the reservation into 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 reservation, please contact your bank or issuer of the card. Our group of companies is not associated with nor responsible for any fees related to the different exchange rates and fees of the card issuer.

Some banks and card issuers may impose fees for international or cross-border transactions. For example:

- If you book with a card issued in a country other than the Travel Provider's location.

- If you choose to transact in a currency other than the local currency of our Service.

Your card issuer may also charge a currency conversion fee. For instance, if you book in a currency different from that of your credit card, your bank may convert the amount and add a conversion fee. Please contact your bank for questions about these fees or exchange rates.**Thatvacation.com is not responsible for exchange rate differences or card issuer fees.**

Non-Refundable Service Processing Fee

All service processing fees (including but not limited to payment transaction fees, card processing fees, administrative handling expenses, and operational costs) are **non-refundable**, even if you cancel your reservation or receive a partial or full refund for the underlying Travel Services.

In the event of a cancellation, the total refund amount you receive will **exclude any non-refundable Service Processing Fee** already incurred during the initial payment transaction. These fees represent real costs associated with validating, securing, and processing your payment, and therefore cannot be reversed once the payment has been processed.

By completing a booking, you authorize ThatVacation.com to deduct the applicable non-refundable Service Processing Fee from any refund amount, unless otherwise explicitly stated in the Travel Provider's cancellation policy.

Affirm Section

Affirm is available exclusively for refundable hotel reservations. By selecting Affirm as your payment method, you agree to Affirm's financing terms, including its internal dispute and cancellation window of up to 120 days from the original transaction date.

Please note:

1. Affirm's 120-day window applies independently of Thatvacation.com own cancellation policies. Affirm may allow a customer to request a refund or dispute the transaction within this period.

2. ThatVacation.com will only process refunds for bookings that qualify as refundable under the Travel Provider's policy. If a customer requests a refund directly through Affirm, the refund decision will be subject to Affirm's evaluation and lending terms.

3. Customers are responsible for reviewing and accepting Affirm's Terms of Service, which govern financing, payment schedules, interest, late fees, and dispute procedures.

4. In case of any conflict between Thatvacation.com refund policy and Affirm's financing terms, Affirm's policies will govern the refund process for the financed amount, while Thatvacation.com policies determine whether the reservation is eligible for a refund.

By choosing Affirm, you authorize ThatVacation.com to process applicable refunds through Affirm's merchant tools when allowed under the Travel Provider's cancellation terms.

Fraud Prevention and Security Measures

If a reservation or account shows signs of fraud, misuse, abuse, links to a government-sanctioned person or entity, payment irregularities, or any other suspicious activity, ThatVacation.com reserves the right to:

• Request additional information or verification, including government-issued identification or proof of payment authorization.
• Suspend, block, or cancel any reservation associated with your account, email address, payment method, or device.
• Temporarily hold funds while verifying information with banks, card issuers, or Travel Providers.
• Close related accounts and pursue legal action, including recovery of losses, chargeback fees, penalties, or costs incurred as a result of fraudulent or abusive activity.
• Report suspicious activity to financial institutions, Travel Providers, law enforcement, or

relevant authorities as required.

Customers attempting to dispute legitimate charges (including valid reservations) may be held financially responsible for any chargeback fees, administrative expenses, or losses sustained as a result.

Contact us if you wish to cancel a reservation or close your account.

Cancellation or modification of a reservation: Cancellation or change by you:

Cancellations or changes (with respect to travel date, destination, place of departure, property or means of transportation) A reservation can be made by contacting us. You have no automatic right to cancel or change a booking unless permitted by the relevant Travel Provider in accordance with its Rules and Restrictions (which are provided to you before making a reservation). Travel providers may charge you fees for canceling (in whole or in part) or changing a reservation. These rates will be established in the Rules and Restrictions. You agree to pay any charges incurred. Note that, In the case of changes, the price of your new arrangements will be based on the price applicable at the time you request us 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 the change is made.

Please read the relevant Rules and Restrictions to find out what terms apply to your reservation. For example:

If you book a stay at a property and do not cancel or change your reservation before the policy period applicable cancellation, you may be subject to cancellation or change charges as shown in the Rules and corresponding restrictions. Some properties do not allow cancellations or changes to reservations once made.

If you make a pay later reservation and no-show or cancel the reservation, the property may impose a fee for no-show or cancellation as shown in the applicable Rules and Restrictions and you will be charged the fee for no-show or cancellation of the property. If you do not show up or use some or all of the booked Travel Services, you may only be owed refunds to you in accordance with the relevant Rules and Restrictions, and When a cancellation affects more than one person on a reservation (for example, two airline tickets booked on one single itinerary, etc.), any applicable cancellation fee will be applied in respect of each person on the canceled reservation. If you wish to cancel or change any part of a reservation and such cancellation or change is permitted by the Supplier then, in addition to any charges imposed by the Travel Provider, we may also charge you an administrative fee. If such an administration fee applies, you will be notified before you agree to proceed with the change/cancellation.

- Cancellations or modifications (e.g., travel dates, destinations, accommodations, or transportation) must be requested directly with us.

- **There is no automatic right to cancel or change a booking** unless permitted by the Travel Provider, as outlined in their Rules and Restrictions (shown to you prior to booking).

- Travel Providers may charge fees for cancellations (partial or full) or changes.

- If you request changes, the price of your updated services will be based on current rates, which may be higher than the original price (especially closer to the departure date).

- **Examples:**

- If you book a hotel and fail to cancel before the applicable policy deadline, you may incur cancellation fees as outlined in the provider's Rules.

- Some properties do not allow any cancellations or changes once booked.

- For “Pay Later” reservations, a no-show or cancellation may result in the property charging fees for no-show/cancellation.

If the cancellation involves multiple travelers (e.g., two airline tickets on one itinerary), cancellation fees apply individually per passenger. Additionally, we may charge an administrative fee for processing cancellations/changes. Any such fees will be disclosed before you confirm.

Other cancellation or change:

We (and the relevant Travel Provider) may cancel your booking if full payment for the booking is not received, or any applicable cancellation/change charges or fees associated with a reservation upon expiration. For various reasons (such as an oversold property due to connectivity issues or a closed property due to a hurricane, etc.), we or the Travel Provider may cancel or modify a reservation. If this happens, we will make reasonable efforts to notify you as soon as possible and offer alternative options/assistance. when possible or a refund.

We (or the relevant Travel Provider) may cancel your booking if:

- Full payment is not received.

- Required cancellation/change fees remain unpaid.

In exceptional situations (e.g., oversold property due to technical issues, property closures due to natural disasters), we or the Travel Provider may cancel or modify your reservation. We will make reasonable efforts to notify you and provide alternatives or a refund where possible.

Deposit:

Some travel providers require a payment card or cash deposit upon check-in to cover additional expenses incurred during your stay. This deposit is not related to any payment received by the relevant company (as set out in Section (Payment)) for your booking. First night without presentation If you do not show up for the first night of your stay reservation, but plan to check in for subsequent nights, please confirm this with us before your original check-in date. If you do not confirm this, the entire your reservation. No-show refunds will only be paid to you in accordance with the Rules and Restrictions relevant to the property.

Some Travel Providers may require a credit card or cash deposit upon check-in to cover incidental expenses. This deposit is separate from any payment made for the booking itself.

First Night No-Show:
If you do not show up for the first night but plan to use subsequent nights, please notify us before your original check-in date. Otherwise, the entire reservation may be canceled. Refunds for no-shows will only follow the property’s applicable Rules and Restrictions.

FAQ - Common Questions

1. When will I be charged?
Depending on the Travel Service, the charge may occur at the time of booking or directly at the property.

2. What are service fees?
These are administrative fees to cover booking and processing costs. **They are non-refundable**, even if you cancel.

3. Can I cancel my booking for free?
Only if the provider’s policy allows it. Flexible bookings permit refunds of the service cost (excluding service fees).

4. What if the provider cancels?
We will offer an alternative or refund the service cost, excluding any non-refundable service fees.

5. How long do refunds take?
Typically between **3-10 business days**, depending on your bank or card issuer.

6. What if I do not show up (no-show)?
No-show fees apply per the provider's policy, and you may lose the full amount of the booking.

Qualifications

The ratings displayed through our Service indicate the level of quality you can generally expect from the properties with that rating. These ratings may include classifications from local or national star-rating organizations, but they may differ from the standards used in your country. The ratings shown on our website **do not guarantee or imply any specific feature, service, or amenity.** Additional details can be found in the "Overview" or "Amenities" section on each property's information page.
These guidelines are subject to change, and **our Group of Companies and Partners cannot guarantee the accuracy of any specific rating displayed at any time** through our Service.

Cruises

Some travel providers offering cruises may require you to sign a liability waiver **before participating in the travel service they provide.** Please review the provider's terms and conditions carefully before booking.

Things to Do

Some tour providers offering "Things to Do" experiences may also require you to sign a liability waiver prior to participating in the service.
Please note that "Things to Do" Travel Services are generally **non-transferable and non-refundable**, unless such services are canceled by the Travel Provider.

Packages

We provide you with the option to book multiple Travel Services together at the same time through our Service (for example, a hotel stay and a flight reservation).
Each Travel Service included in a Package is subject to its own Rules, Restrictions, and these Terms. The combination of these services is considered a "Package" booking.

Health

You are responsible for ensuring that you meet all health-related requirements for your trip.

- Check the latest recommended vaccinations or inoculations, as these may change at any time.

- Consult your doctor before traveling to ensure you are in good health.

- Obtain all relevant or required vaccinations and medications.

- Follow all medical advice and health guidelines related to your trip.

Pregnancy and Medical Restrictions:

Passengers are responsible for verifying all medical and health-related requirements applicable to their travel.

Certain travel providers, including cruise lines such as MSC Cruises, Royal Caribbean, and others, impose strict pregnancy restrictions. For safety reasons, passengers who will be 24 weeks pregnant or more at any point during the cruise are not permitted to travel.

Travel providers may require a medical certificate confirming that the passenger is fit to travel at any stage of pregnancy. Failure to provide required documentation may result in denial of boarding.

Passengers acknowledge and accept that the final decision regarding boarding and travel eligibility rests solely with the travel provider (cruise line, airline, or hotel).

That Vacation Travel Corp. is not responsible for denied boarding, cancellations, or additional costs resulting from failure to comply with these medical or pregnancy-related requirements.

Passport and visa:

You should always verify the latest passport and visa requirements with the relevant Embassy or Consulate before booking and prior to departure. **Requirements may change at any time**, so we recommend checking updated information and allowing sufficient time to complete all necessary applications.

Our Group of Companies is **not responsible if you are denied boarding on a flight or cruise (where applicable) or refused entry into any country** due to:

- Failure to carry the required travel documents (passport, visa, or other necessary permits).

- Non-compliance with any Travel Provider’s or authority’s requirements.

- Your conduct or failure to meet any entry criteria, including countries through which you are only transiting.

This applies to **all stopovers**, even if you do not leave the airplane, airport, or cruise ship.

Some governments require airlines to collect personal data from all passengers. Such data will typically be collected at check-in, or in some cases, at the time of booking. **Please contact your airline directly if you have any questions regarding these requirements.**

Our Group of Companies **does not guarantee that travel to international destinations is advisable or risk-free**, and we are not responsible for any damage, loss, or inconvenience that may result from travel to such destinations.

That Vacation Travel Corp. recommends the visa service provider CIBT at www.visacentral.com for assistance with visa applications.

Our responsibility:

We own and operate our Service, and the Travel Providers provide the Travel Services to you. To the maximum extent permitted by law, our company and our Partners will not be responsible for: any of the Travel Services made available to you by the Travel Providers for the acts, errors, omissions, representations, warranties or negligence of such Travel Providers, or for any personal injury, death, property damage or other damages or expenses resulting from the foregoing. Travel Providers provide us with information that describes the Travel Services.

This information includes details of the Travel Service, photographs, rates and the relevant Rules and Restrictions, etc. We show this information through our Service. Travel Suppliers are responsible for ensuring that such information is accurate, complete and up to date. Our Group of Companies and our Partners will not be responsible of any inaccuracies in such information, unless and only if we directly caused such inaccuracies (and this also includes property ratings that are intended for guidance only and may not be an official rating). Our Group of Companies and our Partners do not offer guarantees on availability of specific Travel Services. The

photographs and illustrations in our Service are provided as a guide to show you the level and type of accommodation only. For more information about the content displayed on our Service, please visit the Content Guidelines. To the maximum extent permitted by law, except as expressly set forth in these Terms: All information, software or Travel Services displayed through our Service are provided without 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 Our Group of Companies and our Partners waive all these warranties and conditions. The display of Travel Services through our Service does not constitute an endorsement or recommendation. of such Travel Services by our Group of companies or our Partners. Our Group of Companies and our Partners disclaim, to the fullest extent permitted by law, all warranties and conditions that our Service, its servers or any email sent by us or our Partners are free of viruses or other harmful components.

To the maximum extent permitted by law and subject to the limitations of these Terms, neither our Group of Companies nor our Partners will be liable for any direct, indirect, punitive, special, incidental or consequential loss or damage arising from: travel services, the use of our Service, any delay or inability to use our Service, or your use of links from our Service, whether due to negligence, contract, tort, strict liability, consumer protection statutes or otherwise, and even if our Group of Companies and our Partners have been advised of the possibility of such damages. If our Group of Companies or our Partners are liable for any loss or damage under these Terms, then, to the maximum extent permitted by law, we will only be liable to you for direct damages that were: reasonably foreseeable by both you and us (or our Partners, as applicable), actually suffered or incurred by you, and directly attributable to our actions (or the actions of our Partners, as applicable), and in case of any liability of our Group of Companies and/or our Partners, said liability in no event will it 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 its equivalent in local currency. This limitation of liability reflects the allocation of risks between you and us. The limitations specified in this Section will survive and apply even if it is determined that any limited remedy specified in these Terms has failed of its essential purpose. Limitations of liability provided for in these Terms are for the benefit of our Group of Companies and our Partners. Any case of force majeure, including media disruption or strike (by airlines, properties or air traffic controllers, as applicable), will result in the suspension of the obligations in these Terms that are affected by the event of force majeure. In such case, the party affected by the force majeure event will not be responsible as consequence of the impossibility of fulfilling such obligations.

Indemnity:

You agree to defend and indemnify our Company and our Partners and any of their officers, directors, employees and agents from and against any claim, cause of action, demand, recovery, loss, damage, fine, penalty or other costs or expenses. of any kind or nature (“Losses”), including, among others, reasonable legal and accounting fees, presented by third parties as a result of: your breach of these Terms or the documents referred to 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 caused directly by the actions of our Group of Companies or our Partners (as applicable).

Reviews, comments and photos:

By submitting content to our Service by email, posting or otherwise, including reviews of properties, photos, videos, questions, comments, suggestions, ideas or the like contained in any submission (collectively "Submissions"), you: Please confirm that all Submissions you make are your original creation and that you have and will maintain all necessary rights to allow us to use the Submissions as set forth in these Terms, and grant our Group of Companies and our Partners, as permitted by law, a non-exclusive right, free of royalty-free, perpetual,

transferable, irrevocable and fully sublicensable across multiple tiers for use, reproduce, modify, adapt, translate, distribute, publish, create derivative works and publicly display and make such Submissions throughout the world in any media, now known or later devised. You also acknowledge and agree that our Group of Companies and our Partners may choose to use the name that you submit with such Submission to attribute your Submissions (for example, listing your name and hometown on a review you submit) at our discretion in a non-identifiable format. Such Submissions may also be shared with Travel Providers. It also grants our Group of Companies the right to legally pursue any person or entity that violates your rights or those of our Group of Companies in the Submissions. Submissions are not confidential or proprietary. If possible, you expressly waive any and all "moral rights" (including rights of attribution or integrity) that may subsist in your Submissions. You agree that you have no objection to the publication, use, modification, deletion or exploitation of your Submissions by our Group of Companies, our Partners or any of our other licensees. You are entirely responsible for the content of your Submissions.

You must not post or transmit to or from our Service and agree that any Submission you make will not contain any content that: is unlawful, threatening, libelous, defamatory, obscene, pornographic or would violate rights of publicity or privacy or any law. is commercial (such as solicitation of funds, advertising or marketing of any goods or services, etc.) infringes, misappropriates or violates any copyright, trademark, patent or other right property of any third party, or is objectionable on grounds of public interest, public morality, public order, public safety or national harmony. You will be solely responsible for any damage resulting from failure to comply with the above rules, or from any other damage resulting from your posting of Submissions to our Service. We may exercise our rights (for example: use, publish, display, delete, etc.) regarding any Submission without notice to you. If you submit more than one review for the same property, only your most recent Submission will be eligible for use. All submissions are subject to our content guidelines.

We do not claim any ownership, endorsement, or affiliation with any Submission made by you. For more information, see the Content Guidelines. Intellectual Property Policy and Notices Copyright and Trademark Notices: All content on our Service is 2024 "That vacation Travel Corp". All rights reserved. Thatvacation.com, thatvacationtravel.com, the That Vacation Travel logo, among others, are trademarks trademarks or registered trademarks of "That Vacation Travel, Corp". Other logos and product names and companies mentioned herein may be trademarks of their respective owners.

We are not responsible for the content of websites operated by parties other than us.

External Websites and Google® Translate

We are **not responsible for the content of websites operated by parties other than That Vacation Travel Corp.**

Our Service may include a Google® Translate tool to assist you in translating content. Please note that this tool uses an automated process, which can result in inaccuracies or misleading translations. **Use of the Google® Translate tool is at your own risk.** We make no warranties or guarantee regarding the accuracy, reliability, or completeness of any translation provided through Google® Translate.

Our Service may also contain links to websites operated by third parties. These links are provided solely for your reference. **We do not control these websites, nor are we responsible for their content or your use of them.** The inclusion of such links does not imply endorsement of the content on those websites or any association with their operators.

If you become aware of any infringement of our trademarks, please notify us by emailing **booking@thatvacationtravel.com**. This email address is exclusively for trademark infringement-related communications.

Intellectual Property Infringement Policy and Reports

We respect the intellectual property rights of others and expect our suppliers, partners, and users (collectively, **“Users”**) to do the same. **Our policy strictly prohibits Users from posting materials that infringe the copyrights, trademarks, or other intellectual property rights of others.** Under appropriate circumstances, we reserve the right to terminate the accounts of Users who are repeat infringers.

Instructions and requirements for filing copyright and trademark complaints can be found in our **“Intellectual Property Infringement Complaints and Forms”** section, accessible through our Service.

Software

Any software available for download from our Service or from a mobile application store (the **“Software”**) is the copyrighted work of **That Vacation Travel Corp.** or our respective suppliers.

Your use of the Software is governed by the terms of the applicable **End User License Agreement (“License Agreement”)** included with the Software. You must accept the License Agreement prior to installing, downloading, or using any Software. For Software not accompanied by a License Agreement, **we grant you a limited, personal, non-exclusive, non-transferable, and non-sublicensable license** to download, install, and use the Software solely to access our Service in accordance with these Terms and Conditions.

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Without limiting the foregoing, copying or reproducing the Software to any other server or location for further reproduction or redistribution is expressly prohibited. **The Software is warranted, if at all, only under the terms of the applicable License Agreement.**

Your privacy and personal information:

We are committed to the privacy, confidentiality and security of the personal information entrusted to us. Please review our current Privacy Statement, which also governs your use of our Service and is incorporated by reference herein. Terms, to understand our practices.

Disputes and arbitration

Please read this section carefully. Requires any and all claims to be resolved through arbitration binding or in small claims court and prevents you from bringing a class action or similar proceeding in any forum. Arbitration is required if your country of residence enforces arbitration agreements, including, but not limited to, the United States. If you are located outside the United States but are trying to file a claim in the United States, arbitration is required to determine the threshold of whether this dispute resolution section applies to you, as well as all other threshold determinations, including residency, arbitrability, venue, and applicable law. If your country residence does not enforce arbitration agreements, mandatory pre-arbitration dispute resolution, and notice and prohibition of class actions or representative proceedings set forth below even They apply to the extent required by law. We are committed to traveler satisfaction and 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 Service team; and, if necessary, (2) binding arbitration administered by the American Association Arbitration (“AAA”) or, for arbitrations outside the United States, an agreed upon arbitral tribunal. Both you and us We retain the right to seek relief in small claims court as an alternative to arbitration.

Arbitration Agreement (“Arbitration Agreement”):

You and we mutually agree that any dispute between us arising out of or relating in any way to our Service, these Terms, our Privacy Statement, any services or products provided by us or anyone of our subsidiaries, travel providers or companies that offer products or services through us, any dealings with our Traveler Services agents or any representation made by us (“Claims”) will be resolved through binding arbitration, rather than in court, except those resolved in small claims court. This includes any Claim you bring against us, our subsidiaries, Travel Suppliers or any company that offers products or services through us (which are beneficiaries of this Arbitration Agreement). This Arbitration Agreement shall be binding upon and include any claims brought by or against third parties, including, but not limited to, their spouses, heirs, third-party beneficiaries and assigns, when their underlying claims are related to its use. of Travel Services. To the extent any third-party beneficiary of these Terms brings claims against the entities covered by these Terms; those claims will also be subject to this Arbitration Agreement. The arbitrator will also be responsible for determining all threshold issues of arbitrability, including, but not limited to, the existence, scope or validity of the Arbitration Agreement, any defense to arbitration, such as related issues with whether this Arbitration Agreement is enforceable, unconscionable or illusory, and any defense to arbitration, including, but not limited to, jurisdiction, waiver, delay, seizure or estoppel.

Small Claims Court Matters:

Without prejudice to the arbitration provisions above, you or we may present or remove any claim in small claims court if the claim is within the jurisdictional limit of such court; whenever said the court does not have the authority to hear class or representative claims, nor to consolidate or join the claims. claims of other people or parties who may find themselves in a similar situation in said procedure. Besides, whether the claims raised in any arbitration claim are within the jurisdictional limit of the claims court minor claims, then you or we may elect to have the claims heard in small claims court, instead of in arbitration, at any time before the arbitrator is appointed. , or in accordance with AAA rules, notifying to the other party of that election in writing. No class actions or representative proceedings. You and we agree that any and all procedures to resolve Claims will be conducted solely on an individual basis and not in a class, consolidated or representative action, including, but not limited to, as a private attorney general. The arbitrator may not consolidate more than one party's Claims and may not preside over any class or class proceeding. representative. You and we further acknowledge that each of you waives your right to a jury trial.

Arbitration rules and applicable 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 application of this provision. The arbitration will be administered by the AAA in accordance with the AAA Consumer Arbitration Rules or other rules of AAA arbitrations that the AAA determines are applicable (the “AAA Rules”) then in effect, except as be modified here. The AAA Rules are available at www.adr.org. The arbitrator will apply the law of the state of Washington, without regard to conflict of laws principles, except that the FAA governs all provisions relating to arbitration. Foreign laws do not apply. This Arbitration Agreement may only be modified by mutual written agreement.

Resolution and mandatory notification of disputes prior to arbitration:

Before initiating arbitration, you agree to provide us the opportunity to resolve any Claim by notifying us of the Claim by 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: That Vacation Travel Corp 12150 Sw 128th Ct Suite 102 Miami Fl 33186. 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 you seek, and (6) your signature. If we are unable to resolve your complaint within 60 days of your notification, you may begin an arbitration proceeding. Participating in this pre-arbitration notice and dispute resolution process is a requirement that must be met before to begin arbitration. The AAA has no authority to administer or adjudicate the Claim unless and until the complied with all Pre-Arbitration Notice and Dispute Resolution requirements. The statute of limitations will end while the parties participate in the dispute resolution process required by this Section.

Starting the arbitration:

To begin arbitration, you must file the Claim with the AAA as specified in the AAA Rules. The AAA provides a Demand for Arbitration - Consumer Arbitration Rules form at www.adr.org or by calling to AAA at 1-800-778-7879. A party initiating arbitration against us must submit the Request for Arbitration in writing to the That Vacation Travel Corp 12150 SW 121th Ct Suite 102 Miami Fl 33186 to the same time you file the Complaint with AAA. The arbitration will be conducted by a single arbitrator selected in accordance with the AAA Rules or by mutual agreement between you and us. The Arbitration will take place: (i) at a location determined by the AAA in accordance with the Rules from AAA (provided that such location is reasonably convenient to you and does not require travel more than 100 miles from your home or workplace); or (ii) in any other location that you and we mutually agree to; or (iii) through video conferencing; or (iv) at your option, if the only claims in the arbitration are brought by you and are for less of $40,000 in total, by telephone or by written submission.

Attorneys' fees and costs:

Your arbitration fees and your share of arbitrator compensation shall be governed by the AAA Rules and, where applicable, they will be limited by the AAA Consumer Rules. To start 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 can demonstrate that the costs of arbitration will be prohibitive compared to the costs of litigation, or that you would otherwise be eligible for a waiver of court fees, we will pay most of your filing and hearing fees in connection to the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive compared to the costs of litigation, regardless of the outcome of the arbitration, unless the arbitrator determines that your claim(s) were frivolous or presented in a poor manner. faith. Either party may request that the arbitrator award attorneys' fees and costs upon showing that the other party has filed a claim, counterclaim or unfounded defense of fact or law, presented in bad faith or with the purpose of harassment. , or is otherwise frivolous, as permitted by applicable law and the AAA Rules.

Referee's decision:

There is no judge or jury in arbitration, and judicial 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 appropriate jurisdiction. The arbitrator may award any relief permitted by law or the AAA Rules, but the relief declaratory or by court order can be granted only on an individual basis and only to the extent necessary to provide relief warranted by the claimant's individual claim.

Divisibility and survival:

If any part of this Dispute and Arbitration Provision is found to be unenforceable or illegal for any reason, (1) such part shall be severed, and the remainder of the Provision shall be given full force and effect. effect; and (2) to the extent any Claim must proceed on a collective, consolidated basis or representative, 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 will be stayed pending the outcome of any individual Claim in arbitration.

Traveler attention and complaint management:

For answers to your questions or ways to contact us, visit our support page here. Or you can write to us at: Attn: Traveler Attention “That Vacation Travel”, Corp. 12150 SW 128th Court Suite 102, Miami, FL, 33186 USA.

Generalities

Applicable Law and Jurisdiction

These Terms are governed by the **Federal Arbitration Act**, applicable federal arbitration laws, and the laws of the **State of Washington**, without regard to conflict of law principles.

Insurance

Unless otherwise stated, the prices displayed **do not include travel insurance**. We strongly recommend purchasing travel insurance that covers:

- Consequences of cancellations.
- Certain risks, such as **repatriation costs in case of accident, illness, or emergency.**

You are responsible for ensuring that any insurance policy you purchase is adequate for your specific needs. When applicable, details of available travel insurance products - including the insurance provider, key information, and terms and conditions - will be displayed on our Service.

Non-Waiver

Our failure or delay in enforcing any provision of these Terms **does not constitute a waiver** of our rights to enforce the same or any other provision in the future.

Severability

If a court or other authority of competent jurisdiction determines that any provision (or part of a provision) of these Terms is invalid, illegal, or unenforceable, **that provision (or part thereof) shall be deemed removed**, while the remaining provisions will remain valid and enforceable.

Entire Agreement

These Terms constitute the **entire agreement** between you and That Vacation Travel Corp. concerning our Service and supersede all prior or contemporaneous communications, whether electronic, oral, or written, regarding our Service.

Assignment

We may assign, subcontract, or delegate any rights, duties, or obligations under these Terms at our discretion. **You may not assign or transfer any of your rights or obligations** under these Terms without our prior written consent.

Third-Party Rights

Except as expressly provided in these Terms, no part of these Terms is intended to be enforceable by any person who is not a party to them. **Third-party consent is not required** for any waiver, variation, or termination of these Terms.

Survival of Obligations

Any provisions of these Terms that, by their nature, extend beyond the expiration or termination of these Terms, **shall survive such expiration or termination.**

Travel Registration - Seller of Travel

That Vacation Travel Corp. is a **registered Seller of Travel** in the following U.S. states:

- **Florida Registration Number:** ST38963.