

Web Site Terms and Conditions

El Sol Vida Web Site Terms of Use:

1. Acceptance. Use of the El Sol Vida web site at www.elsolvida.com and the on-line reservation services (the "Services") provided by El Sol Vida are subject to the terms and conditions of use set forth below ("Terms of Use"), which include the Privacy Policy set forth in our [online privacy policy](#) and incorporated into these Terms of Use by reference. PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THE WEB SITE OR THE SERVICES. BY USING THE WEB SITE OR THE SERVICES, YOU AGREE TO THESE TERMS OF USE. IF AN INDIVIDUAL IS USING THE WEB SITE ON BEHALF OF A BUSINESS ENTITY, WHETHER AS AN EMPLOYEE, CONSULTANT OR AGENT OF SUCH BUSINESS ENTITY, BY DOING SO, SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE THE LEGAL CAPACITY AND AUTHORITY TO BIND SUCH BUSINESS ENTITY TO THE TERMS OF USE. "YOU" SHALL REFER BOTH TO THE INDIVIDUAL ACCESSING THE WEB SITE ON BEHALF OF A BUSINESS ENTITY, IF ANY, AND ANY SUCH BUSINESS ENTITY ITSELF. IF YOU DO NOT AGREE TO THESE TERMS OF USE, DO NOT USE THE WEB SITE OR THE SERVICES. EL SOL VIDA MAY CHANGE THESE TERMS OF USE FROM TIME TO TIME WITHOUT NOTICE, AND SUCH CHANGES WILL BE EFFECTIVE ON THE DATE THEY ARE POSTED ON THE WEB SITE. USE OF THE WEB SITE AFTER SUCH CHANGES HAVE BEEN POSTED CONSTITUTES YOUR ACCEPTANCE OF ALL SUCH CHANGES.

2. Use of the Web Site and the Services. You may only use the Web Site and the Services in accordance with the Terms of Use, any posted policies and procedures that appear on the Web Site, and for lawful purposes. You agree not to use the Web Site to: (a) transmit any material that infringes or misappropriates any third party's copyright, trademark, trade secret, patent, or other proprietary rights, (b) transmit any material that is false, inaccurate, fraudulent, or misleading, (c) distribute computer viruses, worms, or software intended to damage or alter a computer system without the owner's consent, (d) use "auto-responders," "cancel-bots," or other similar mechanisms that generate excessive network traffic, (e) transmit any unlawful, harmful, defamatory, pornographic, obscene, vulgar, threatening, harassing or otherwise objectionable material, (f) send or relay any unsolicited advertising or chain letters, (g) exceed your permitted access or attempt to gain unauthorized access to the Web Site or any part thereof, or other accounts, computer systems or networks connected to the Web Site, through login password mining or any other means, (h) frame any portions of the Web Site within another web site or establish links from any other web site to any page of the Web Site other than the home page or (i) resell use of, or access to, the Web Site or the Services to any third party without El Sol Vida's prior written consent. El Sol Vida reserves the right to terminate your access to the Web Site or Services at any time without notice if it determines, in its sole discretion, that you have abused or violated any of these terms and conditions.

3. ID Number, Password and Security. You are responsible for maintaining the confidentiality of any user ID and/or password provided to you by El Sol Vida for use in connection with the Web Site or the Services. You are solely responsible for all activities that occur under your user ID and/or password, and you agree to notify El Sol Vida immediately of any unauthorized use of your user ID and/or password or any other breach of security related to the Web Site. El Sol Vida WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE ARISING FROM YOUR FAILURE TO SAFEGUARD YOUR USER ID AND/OR PASSWORD OR TO COMPLY WITH THIS SECTION.

4. Services. El Sol Vida's provision to you of the Services may be subject to other terms, conditions and restrictions set forth on the Web Site or otherwise communicated in writing to you by El Sol Vida, including via email. The Services are subject to availability and all price quotes are estimates.

5. Proprietary Rights. The Web Site, certain content therein, the Services and any underlying software may be protected by copyright, trademark, patent, and/or other intellectual property and proprietary rights laws and are owned (along with all proprietary rights therein) by El Sol Vida and its licensors. You agree that you will not copy, distribute, republish, display, post, transmit, download, or modify any content you obtain from the Web Site without El Sol Vida's prior permission; provided, however, that you may download or print a copy of information from the Web for your use in learning about, reserving, or using the services.

6. Warranty Disclaimer. THE WEB SITE, THE SERVICES, AND ANY INFORMATION PROVIDED THROUGH THE WEB SITE ARE PROVIDED BY EL SOL VIDA ON AN "AS IS" BASIS, AND NEITHER EL SOL VIDA NOR ITS SUBSIDIARIES, PARTNERS, AFFILIATES, VENDORS OR SUBCONTRACTORS MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE WEB SITE OR SERVICES OR THE INFORMATION MADE AVAILABLE BY OR THROUGH THE WEB SITE OR THE SERVICES. IN ADDITION, EL SOL VIDA DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED,

STATUTORY AND NON-STATUTORY, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY OF INFORMATION, TITLE, QUIET ENJOYMENT, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, OR ANY WARRANTY ARISING FROM COURSE OF DEALING OR CUSTOM OF TRADE. NEITHER EL SOL VIDA NOR ANY OF ITS SUBSIDIARIES, PARTNERS, AFFILIATES, VENDORS OR SUBCONTRACTORS WARRANTS THAT USE OF THE WEB SITE WILL BE UNINTERRUPTED, AVAILABLE AT ANY TIME OR FROM ANY PARTICULAR LOCATION, SECURE OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE WEB SITE IS FREE OF VIRUSES OR OTHER POTENTIALLY HARMFUL COMPONENTS. Some jurisdictions may not allow the exclusion of certain warranties, so some of the above exclusions may not apply to you.

7. Limitation of Liability. IN NO EVENT WILL EL SOL VIDA, ANY OF ITS SUBSIDIARIES, PARTNERS, AFFILIATES, VENDORS OR SUBCONTRACTORS, INCLUDING THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS, BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION THOSE RESULTING FROM LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION) ARISING OUT OF THE USE OF OR INABILITY TO USE THE WEB SITE, THE SERVICES, OR ANY WEBSITES LINKED TO THE WEB SITE, WHETHER BASED ON CONTRACT, TORT OR OTHER LEGAL THEORY, AND REGARDLESS OF WHETHER EL SOL VIDA KNEW OR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EL SOL VIDA'S AGGREGATE LIABILITY FOR DIRECT DAMAGES ARISING FROM OR RELATING TO THE WEB SITE OR THE SERVICES (REGARDLESS OF THE CAUSE OF ACTION, WHETHER UNDER CONTRACT, TORT, OR OTHER LEGAL THEORY) IS LIMITED TO THE GREATER OF (i) THE AMOUNT PAID BY THE USER TO EL SOL VIDA FOR THE SPECIFIC SERVICE THAT IS THE SUBJECT OF THE DISPUTE OR (ii) U\$50. THE FOREGOING LIMITATIONS OF LIABILITY ARE INDEPENDENT OF, AND SHALL APPLY REGARDLESS OF, ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED OR EXCLUSIVE REMEDY. You acknowledge that El Sol Vida has agreed to provide the Web Site and the Services in reliance on the exclusions of liability and disclaimers of warranty set forth herein. Some jurisdictions do not allow the limitation of incidental or consequential damages, so the above limitation may not apply to you.

8. Indemnification. You agree to indemnify and hold El Sol Vida, its subsidiaries, partners, affiliates, vendors, subcontractors, officers, employees, and agents harmless from any and all losses, liabilities, damages and/or costs (including reasonable attorneys' fees) arising from any third-party claims arising from or related to your use of the Web Site, the Services or your violation of the Terms of Use.

9. Communications with El Sol Vida. Any communication or material you transmit to us by email or otherwise, including any data, questions, comments, suggestions, or the like is, and will be treated as, non-confidential and nonproprietary. Except to the extent expressly covered by our Privacy Policy, anything you transmit or post may be used by us for any purpose, including but not limited to, reproduction, disclosure, transmission, publication, broadcast and posting. Furthermore, you expressly agree that we are free to use any ideas, concepts, know-how, or techniques contained in any communication you send to us without compensation and for any purpose whatsoever, including but not limited to, developing, manufacturing and marketing products and services using such information.

10. Privacy. El Sol Vida takes the privacy of you and your information very seriously. For further information about what information we collect and how we use such information, please view our Privacy Policy

11. Severability. If any part of these Terms of Use shall be held or declared to be invalid or unenforceable for any reason by any court of competent jurisdiction, such provision shall be ineffective but shall not affect any other part of these Terms of Use.

12. Waiver; Remedies. The failure of El Sol Vida to partially or fully exercise any rights or the waiver of El Sol Vida of any breach of these Terms of Use by you, shall not prevent a subsequent exercise of such right by El Sol Vida or be deemed a waiver by El Sol Vida of any subsequent breach by you of the same or any other term of these Terms of Use. The rights and remedies of El Sol Vida under these Terms of Use and any other applicable agreement between you and El Sol Vida shall be cumulative, and the exercise of any such right or remedy shall not limit El Sol Vida's right to exercise any other right or remedy.

13. International Access. This Web Site and Service is provided from the United States of America and all servers that make it available reside in the U.S.A. The laws of other countries may differ regarding the access and use of the Web Site and Service. We make no representations regarding the legality of this Web Site and Service in any other country and it is your responsibility to ensure that your use complies with all applicable laws outside of the U.S.A.

14. Arbitration. Any and all disputes pursuant to these Terms of Use, or otherwise between the parties, shall be submitted to binding arbitration in Jamaica in accordance with the commercial rules of the Jamaica Arbitration then in effect. The arbitration panel shall consist of one (1) neutral arbitrator if the amount in controversy is less than U\$25,000, otherwise the panel shall consist of three (3) neutral arbitrators, each an attorney with at least five (5) years of experience in the primary area of law as to which the dispute relates. The costs of the arbitration shall be shared equally by the parties, provided that, the arbitrator may award attorneys costs and expenses to the prevailing party. The parties agree that any actions or disputes shall be adjudicated between the parties hereto, and shall not be combined with any other actions or disputes of other parties. Notwithstanding the foregoing, this arbitration clause shall not in any way be deemed to limit El Sol Vida right to commence an action in an appropriate court (and without submitting to arbitration) to protect its intellectual property rights or enjoin prohibited use of the Web Site and Service.

15. Governing Law. The laws of Jamaica shall govern these Terms of Use. Subject to the arbitration provision above, YOU HEREBY EXPRESSLY CONSENT TO EXCLUSIVE JURISDICTION AND VENUE IN THE COURTS LOCATED IN Jamaica, FOR ALL MATTERS ARISING IN CONNECTION WITH THESE TERMS OF USE OR YOUR ACCESS OR USE OF THE WEB SITE OR SERVICE.

16. Force Majeure. El Sol Vida shall not be responsible for damages caused by delay or failure to perform, in full or in part, any of its obligations in connection with the Web Site or Services, provided that there is due diligence in attempted performance under the circumstances and that such delay or failure is due to fire, earthquake, unusually severe weather, strikes, government sanctioned embargo, flood, act of God, act of war or terrorism, act of any public authority or sovereign government, civil disorder, delay or destruction caused by public carrier, or any other circumstance substantially beyond the control of Carey.

17. Entire Agreement. These Terms of Use and the other policies and terms set forth on the Web Site set forth the entire agreement between you and El Sol Vida on this subject matter and supersede all other negotiations, understandings, statements and agreements between the parties.

18. Questions. Should you have any questions regarding these Terms of Use you may contact us at info@elsolvida.com. Notwithstanding the foregoing, El Sol Vida is under no obligation to provide end-user technical support for the Service.