

# AIRCARACAS.COM DISCLAIMER

#### TERMS OF PURCHASE

You may use the Site to make legitimate reservations and/or purchases, but you cannot use the Site to make any speculative, false, or fraudulent reservation, any reservation in anticipation of demand, or for any purpose that is deemed unlawful or prohibited by these Terms. Violators may be prosecuted to the maximum extent of the law. You cannot (i) use any device, software, or routine that interferes or attempts to interfere with the normal operation of the Site; (ii) perform any action that is deemed by us to impose a burden or unreasonable load on our computer equipment; (iii) use any "robot," "spider," or other automatic device (or a program, algorithm, or methodology with similar processes or functionalities), or any manual process or functionality, to monitor, assemble, analyze, index, copy, transmit, distribute, transfer, or link to any of the pages, data, materials, or content available on this Site.

Unless otherwise stated, all of the services and products offered on the Site are subject to the following: Offers: (i) are informational only and may not reflect current availability; (ii) apply to Dutch point-of-sale and point-of-ticketing only (void where prohibited by law)/prices quoted are in EUR € Euro's; (iii) are limited time offers; and (iv) unless otherwise stated, are "per adult." All offers, prices, and conditions of sale may be subject to: (a) change without notice; (b) advance purchase, eligibility, seating, or other limitations; (c) travel days, dates, minimum or maximum stays, holidays, seasons, blackout dates, stopovers, and/or waitlisting restrictions; (d) reservation validation limitations of up to one year (if any extension permitted, penalties/restrictions may apply); and/or (e) other conditions/restrictions. Lower prices may be available. If your itinerary involves an ultimate destination or stop in a country other than the country of departure, the provisions of a treaty known as the "Warsaw Convention" may be applicable to your entire trip, including any portion entirely within the country of origin or destination. The Warsaw Convention governs and may limit the liability of certain air carriers for death of or personal injury to passengers and/or loss of or damage to baggage.

You agree to abide by all other additional terms and conditions applicable to your reservation(s), purchase(s) of goods and services, request(s) to purchase, use of software, and other uses of portions of the Site, including, but not limited to, paying all amounts owed on a timely basis and complying with all rules and restrictions regarding availability of fares, paper airline tickets, products, programs or services, and use of software. Because you agree to be legally responsible for the purchase terms related to all of your reservations and for all charges, fees, penalties, duties, taxes, and assessments that result from your use of the Site, we encourage you to take the time to carefully review the terms of the offer, including, but not limited to, any fare or rate rules related to an airfare purchase. If you do not understand the fare or rate rules, or any code-share flight information, please contact us.



No reservation is complete until confirmed/ticketed. To protect our customers, we verify with the credit/debit card company that the billing address and credit card verification number you provided to us is accurate and that your debit/charge will be accepted. Until such information is verified, the fare is subject to change. We are not responsible for any transaction that is declined based upon a credit/debit card that is declined by the issuing company or a travel provider or if, for any reason, the debit/credit card billing address and/or credit card verification number cannot be verified in a timely manner, nor are we responsible for any changes in fare or any other charges that may occur during our verification process.

Once your reservation has been confirmed/ticketed, you are deemed to have agreed to all of the terms and conditions related to your purchase. Since you are obligated to comply with all of the terms and conditions related to your purchase, it is in your best interests to review those terms and conditions carefully at the time they are made available to you.

Unless otherwise specified, once confirmed/ticketed, most reservations cannot be transferred, changed, upgraded, or cancelled/refunded; if a transfer, change, upgrade, or cancellation/refund is permitted, penalties will apply, including additional service, processing, and/or cancellation fees to be assessed by us and/or the travel provider(s). If you wish to change or cancel your reservation, contact us immediately.

## LEGAL RESPONSIBILITY

You are responsible for maintaining the confidentiality of your account information and your password, and for all activities that occur under your account and/or password. We do not knowingly sell any of our products or services to anyone under the age of 18. By using the Site, you represent that you are of sufficient legal age to use the Site, and create binding legal obligations for any liability incurred as a result of your use of the Site. If you become aware that an unauthorized person may have access to your password, you should change your password immediately and contact us.

The Site may contain links to sites that are not maintained by us. While we make every effort to include links to only those sites that are in good taste and safe for our visitors, we do not regularly review materials posted at such sites. These links are provided solely as a convenience to you. We do not necessarily endorse all of the materials appearing on such sites. We shall not be responsible for, and we make no representation regarding, the content on such sites. If you choose to link to any third-party site, you do so at your own risk.

### INFORMATION SENT FROM USERS

Content you send to us, as between the two of us, whether via email, forms, messages, ideas, and/or suggestions, becomes our sole property and is transmitted at your sole risk. You hereby represent and warrant that you own or have the right to submit the foregoing to us. We will respond to customer service questions in accordance with our "Privacy Policy."

You are strictly prohibited from uploading to the Site any material that contains any virus, worm, "trojan horse," time bomb, or similar contaminating or destructive feature. Violators may be prosecuted to the maximum extent of the law.



#### THE SITE AS INTERMEDIARY

WE ARE ACTING AS AN INTERMEDIARY OR AS AN AGENT FOR PROVIDERS OF TRAVEL-RELATED PRODUCTS AND/OR SERVICES BY PROMOTING, SELLING OR ACCEPTING RESERVATIONS OR BOOKINGS FOR SUCH PRODUCTS AND/OR SERVICES (SUCH AS AIR AND GROUND TRANSPORTATION, HOTEL ACCOMMODATIONS, MEALS, TOURS, CRUISES, TRAVEL INSURANCE, ETC.). WE SHALL NOT BE RESPONSIBLE FOR BREACH OF CONTRACT OR ANY ACTIONS OR OMISSIONS ON THE PART OF SUCH PROVIDERS, WHICH RESULT IN ANY LOSS, DAMAGE, DELAY, OR INJURY TO YOU AND/OR YOUR TRAVEL COMPANION(S), IF ANY. WE DO NOT GUARANTEE ANY OF SUCH PROVIDER'S RATES, BOOKINGS, RESERVATIONS OR OTHER PURCHASE TERMS. WE SHALL NOT BE RESPONSIBLE FOR ANY DISRUPTION OF TRAVEL-RELATED PRODUCTS AND/OR SERVICES, WHETHER RESULTING FROM BANKRUPTCY OF ANY TRAVEL PROVIDER(S), OR DUE TO MONETARY CRISIS, POLITICAL OR SOCIAL UNREST, LABOR PROBLEMS, MECHANICAL OR CONSTRUCTION DIFFICULTIES, CLIMATIC ABERRATIONS, LOCAL LAWS, DISEASES, NOVEL CONDITIONS, INCLUDING TERRORIST ACTIVITIES, AND/OR EVENTS OF "FORCE MAJEURE" (I.E., THOSE BEYOND OUR REASONABLE CONTROL).

### Flight Booking Fee

Air Caracas currently charges a non-refundable booking fee of € 15.00 per ticket. The total amount of the booking fee will always be clearly displayed to you prior to purchase, and will appear as a separate charge on your credit card or invoice statement. The Air Caracas booking fee applies to each airline ticket booked on our site.

Till further notice Air Caracas will not charge reservation fees.

## **Airline Paper Ticket Shipping Fees**

Air Caracas and providers usually use e-tickets. However some itineraries require paper tickets. Shipping fees for paper tickets will be charged separately.

Note:

Paper tickets will be shipped to the billing address provided by you.

Shipping fees are non-refundable.

All shipping fees are assessed per address. If multiple documents are shipped in the same package, only one shipping fee will be assessed.