

# TERMS OF SERVICE

## GENERALITIES

Lamaca Travel LLC operates this website. Throughout the site, the terms "we", "us" and "our" hereinafter refer to Lamaca Travel LLC. Lamaca Travel LLC offers this website, including all information, tools and services made available on this site to you, the user, subject to your acceptance of all terms, conditions, policies and notices referred to here.

By visiting our site and/or purchasing something from us, you interact with our "Service" and agree to be bound by the following terms and conditions (hereinafter "Terms of Service", "Terms"), including those additional terms and conditions and policies mentioned here and/or available via hyperlink. These Terms of Service apply to all users of the site, including but not limited to users who are browsers, vendors, customers, merchants, and/or contributors.

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to these Terms of Service. If you do not accept all the terms and conditions of this agreement, you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools added to the current services offered will also be subject to the Terms of Service. You can review the most recent version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

Our store is hosted on Stripe Inc. They provide us with the online e-commerce platform that allows us to sell our products and services to you.

## SECTION 1: WEB TERMS

By agreeing to these Terms of Service, you agree that you are at least 18 years or older in your state or province or country of residence and you have given us your consent to allow any of the minors who depend on you to use this site.

You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

You will not transmit any computer worms or viruses or any code of a destructive nature.

Failure to comply or violate any of the Terms will result in immediate termination of your Services.

## SECTION 2: GENERAL CONDITIONS

We reserve the right to refuse service to anyone, for any reason, at any time.

You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to adapt to and comply with technical requirements for connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without written permission from us.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

These Terms and Conditions ("T&C") govern participation in the "Bachata Retreat" event organized by Lamaca Travel LLC ("We" or "The Organization"). By registering or participating in the event, you ("The Client" or "Participant") agree to comply with these T&Cs.

## **2.1 Dates and Place**

"The Bachata Retreat" event will take place in El Valle, Samana in the Dominican Republic from April 13–19, 2027.

## **2.2 Flights**

Flights are not included in the event package. It is the client's responsibility to manage and book their own flights to reach the destination.

## **2.3 Itinerary Changes**

The Organization reserves the right to make changes to the event itinerary for logistical reasons or last-minute unforeseen events. Participants will be notified of such changes as soon as possible.

## **2.4 Trip Information**

All detailed information about the trip is available on the website [thebachataretreat.com](http://thebachataretreat.com) and in the dossier downloadable from the website.

## **2.5 Cancellation Policy**

The Retreat booking is made through a reservation and payment. In case of cancellation, the reservation fee is non-refundable under all circumstances. No amounts are refundable unless the participant holds a valid Flex Pass (see Section 2.6) and meets all applicable conditions.

Cancellation requests must be submitted by email to [info@thebachataretreat.com](mailto:info@thebachataretreat.com) before the cutoff date specified in Section 2.6. Requests submitted after that date will not be eligible for any credit or refund, regardless of reason.

## **2.6 Flex Pass**

The Flex Pass is an optional cancellation credit add-on available to confirmed participants at a cost of \$100 USD. It is offered via email after reservation is completed and must be purchased separately from the main booking.

### **What the Flex Pass covers**

If a participant holds a valid Flex Pass and cancels their booking for an eligible reason before the cutoff date (60 days prior to the retreat start date), 100% of the base ticket amount paid will be issued as a credit applicable to the immediately following edition of Bachata Retreat.

The credit does not apply to any separately purchased add-ons (catamaran excursion, Detox Retreat, Santo Domingo Experience, or similar).

### **Eligible reasons for cancellation**

- Medical emergency or serious illness affecting the participant or an immediate family member
- Hospitalisation requiring the presence or recovery of the participant or an immediate family member
- Death of an immediate family member (spouse, partner, parent, sibling, or child)
- Significant and documented change in employment status, including redundancy or mandatory relocation, arising after the booking date
- Flight cancellation due to a documented force majeure event such as a natural disaster or airport closure, directly preventing travel to the Dominican Republic

All eligible reasons require official third-party documentation. Bachata Retreat reserves the right to assess each case individually and to request additional documentation where necessary.

### **Exclusions**

The Flex Pass does not cover: personal reasons or change of plans without official documentation; cancellations submitted after the 60-day cutoff date; pandemics, epidemic outbreaks, or global health emergencies; wars, armed conflicts, civil unrest, or government-imposed international travel bans; or any circumstances within the reasonable control of the participant.

In the case of pandemics, wars, or government travel bans affecting the retreat as a whole, Bachata Retreat will evaluate the situation independently and communicate its position to all affected participants. The Flex Pass does not create any additional obligation in these scenarios beyond Bachata Retreat's general cancellation policy.

### **Cancellation process**

To initiate a cancellation request, the participant must send an email to [info@thebachataretreat.com](mailto:info@thebachataretreat.com) before the cutoff date, including a written explanation of the reason and attaching official supporting documentation. Requests made through any other channel (WhatsApp, Instagram, phone, etc.) will not be accepted.

Bachata Retreat will review the request and respond within 7 business days of receiving complete documentation. Approval is at the sole discretion of Bachata Retreat.

### **Applying the credit**

Approved credits are valid exclusively for the immediately following edition of Bachata Retreat. To claim the credit, the participant must email [info@thebachataretreat.com](mailto:info@thebachataretreat.com) once bookings for the next edition open, confirming their intention to attend and their chosen accommodation category. Failure to confirm by the deadline communicated by Bachata Retreat will result in automatic forfeiture of the credit. Credits cannot be exchanged for cash, transferred to another person, or applied to any other product or event.

If the price of the chosen accommodation in the new edition is lower than the credit amount, the difference will not be refunded. If the price is higher, the participant must pay the outstanding difference before their place is confirmed. Credit holders are subject to availability.

The Flex Pass itself is non-refundable and non-transferable under all circumstances. Full Flex Pass Terms and Conditions are available at [\[link\]](#).

## **2.7 Cancellation Policy for Add-Ons**

Any add-ons associated with the Bachata Retreat, including the Detox Mini Retreat, Santo Domingo Experience, and Catamarán, are non-refundable. By booking any of these add-ons, you acknowledge and accept that these reservations are final and cannot be refunded under any circumstances. This policy is in place to ensure the sustainability and planning integrity of our specialized activities, which are prepared based on the number of confirmed participants.

## **SECTION 3: ACCURACY, COMPLETENESS AND CHRONOLOGY OF INFORMATION**

We are not responsible if the information available on this site is not accurate, complete or up-to-date. The material presented on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more recent sources of information. By relying on any material on this site you do so at your own risk.

This site may contain certain historical information. Historical information is inevitably not current and is provided for reference only. We reserve the right to modify the content of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

## **SECTION 4: MODIFICATIONS TO THE SERVICE AND PRICES**

The prices of our products are subject to change without prior notice.

We reserve the right to modify or discontinue the Service (or any part or content thereof) without notice at any time.

We will not be liable to you or any third party for any modification, price change, suspension or discontinuance of the Service.

## **SECTION 5: PRODUCTS OR SERVICES**

Certain products or services may be available exclusively online through the Website. These products or services may have limited quantities and are subject to return or exchange only in accordance with our Return Policy.

We have made every effort to display as accurately as possible the colors and images of our products that appear in the store. We cannot guarantee that your computer monitor's display of any color will be accurate.

We reserve the right, but are not obligated, to limit sales of our products or services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any product or service we offer. All descriptions of products or product pricing are subject to change at any time without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where such product or service is prohibited.

We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

## **SECTION 6: ACCURACY OF BILLING AND ACCOUNT INFORMATION**

We reserve the right to refuse any order you place in our store. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, or orders that use the same billing or shipping address. In

the event that we make a change to or cancel an order, we will attempt to notify you via the email and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole discretion, appear to be placed by dealers, resellers or distributors.

You agree to provide complete and accurate purchase and current account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

For more information, please see our Return Policy.

## **SECTION 7: OPTIONAL TOOLS**

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.

You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). These new features or services will also be subject to these Terms of Service.

## **SECTION 8: THIRD PARTY LINKS**

Some content, products and services available through our Services may include third-party resources.

Third-party links on this site may direct you to third-party web pages that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party websites or resources, or for any other materials, products, or services of third parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns or questions regarding third-party products should be directed to them.

## **SECTION 9: USER COMMENTS, OPINIONS AND OTHER COMMUNICATIONS**

If, at our request, you send certain specific communications (for example, contest entries) or, without a request from us, send creative ideas, suggestions, proposals, plans or other materials, whether online, by email, by postal mail, or otherwise (hereinafter collectively referred to as 'comments'), you agree that we may, at any time, without restriction: edit, copy, publish, distribute, translate and use in any medium any comments you send us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) pay any compensation for any comments; or (3) respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable, or infringes any party's intellectual property or of these Terms of Service.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous, abusive or obscene material, or contain any computer virus or other harmful software that could in any way affect the operation of the Service or any related website. You may not use a false email address, pretend to be someone other than yourself, or otherwise mislead us or third parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility or liability for any comments posted by you or any third-party.

## **SECTION 10: PERSONAL INFORMATION**

Your submission of personal information through the store is governed by our Privacy Policy. To view our Privacy Policy.

## **SECTION 11: ERRORS, INACCURACIES AND OMISSIONS**

There may be information on our site or in the Services that occasionally contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, to change or update information, or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Services or on any related website has been modified or updated.

## **SECTION 12: PROHIBITED USES**

In addition to the prohibitions set forth in the Terms of Service, you are prohibited from using the site or its content (a) for any unlawful purpose; (b) to solicit others to perform or participate in any illegal act; (c) to violate any international, federal, provincial or state regulations, rules, laws or local ordinances; (d) to infringe or violate our intellectual property rights or the intellectual property rights of others; (e) harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) submit false or misleading information; (g) to upload or transmit viruses or any other type of harmful code that will or may affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) collect or track the personal information of others; (i) spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

## **SECTION 13: DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY**

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free.

We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.

You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you. You expressly agree that your use of, or inability to use, the service is at your sole

risk. The service and all products and services delivered to you through the service are (except as stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, whether expressed or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title and non-infringement.

In no event will Lamaca Travel LLC, our directors, officers, employees, affiliates, agents, contractors, interns, volunteers, suppliers, service providers or licensors be liable for any injury, loss, claim or any direct, indirect, incidental, punitive, special damages or consequential of any kind, including, but not limited to; loss of profits, loss of revenue, loss of savings, loss of data, replacement costs or similar damages, whether in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the services or any products purchased through the service, or for any other claim related in any way to your use of the service or any products, including, without limitation, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted or made available through the service, even if informed of its possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

#### **SECTION 14: INDEMNIFICATION**

You agree to indemnify, defend and hold harmless Lamaca Travel LLC and our parent company, subsidiaries, affiliates, associates, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, from any claim or demand, including reasonable attorneys' fees, incurred by a third party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or rights of a third party that you make.

#### **SECTION 15: DIVISIBILITY**

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, without said determination affecting the validity and applicability of the other provisions.

#### **SECTION 16: TERMINATION**

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes. These Terms of Service are effective unless terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services or when you cease using our site. If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we may terminate this agreement at any time without notice and you will remain liable for all amounts due up to the date of termination inclusive; and/or accordingly we may deny you access to our Services (or part of them).

#### **SECTION 17: ENTIRE AGREEMENT**

Our failure to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior agreements, communications or proposals, or contemporaneous, whether oral or written, between you and us (including, but not limited to, prior versions of the Terms of Service).

Any ambiguity in the interpretation of these Terms of Service shall not be construed against the drafting party.

#### **SECTION 18: CHANGES TO THE TERMS OF SERVICE**

You can review the most recent version of the Terms of Service at any time on this page.

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

#### **SECTION 19: MANAGEMENT EXPENSES**

In case of making a name change in a reservation, the management cost will be \$100 USD in case of availability.

#### **SECTION 20: CONTACT INFORMATION**

Questions regarding the Terms of Service should be sent to [info@lamacatravel.com](mailto:info@lamacatravel.com)