

Terms and Condition

It turns out to be undeniable that the internet has turned into a huge source of information of world Access that exercises an important influence on the education and the socio-cultural environment field, at the same time it features good perspectives in the field of trade. It is an important forum where many activities take place, most of which are carried out with legitimate and useful goals, but obviously, also illegal activities and behaviors not accepted socially occur. That is why the clarification that will appear below is a compulsory reference for the suitable use of our platform.

Acceptance of Conditions

When you access our website, or our service, at the same time our conditions of use are stated, which once have been read and/or accepted by you, you will have to subject to them. We reserve the free right to make changes and modifications in these legal terms any time. We will let every user know about the changes made concerning the use of our website or service. You will accept these modifications automatically in the case of a new registration and after changes in the general conditions of the contract have been made. You must read carefully every term in order to understand our conditions due to the fact this document constitutes a legal assurance between users and MyCasaParticular.com.

Platform

Users are those who somehow have registered in order to use the benefit of our platform. From now on, and in the rest of the document, the users who own houses for rent will be called hosts- and tourist users will be called-customers- MyCasaParticular is run by ABUC Media Network GmbH (Limited Liability Company) as a service aimed at our users and visitors. It has a collection of resources on line for accommodation at “Casas Particulares” (Private Lodging Facilities and apartments for vacations) in Cuba, as well as an e-mail service called (joint services).

Content

We reserve the right to delete, modify, or not to accept the contents that we consider, to our own discretion, don't subject to these terms, or somehow can be unacceptable to us. Users must be in charge of checking and making sure that the information entered matches their intentions. You understand, and state you are satisfied with the fact the only responsibility on the content referring to any kind of reservation; messages, texts, data, pictures, images, videos, audio or any other material saved in “content” is the user's, where they have been originated. All this content is related to our service, and it is sent or transmitted through our system. You understand and state you are satisfied with the fact we are an on line market, and therefore, we commit ourselves to the content posted on the website. In addition to that we will moderate those data that contain slander and offenses, obscenities and the like, including comments and other pieces of information that can be entered by the users. We cannot hold accountable for the protection of intellectual property, personal data, or non-public information. The content on this site will always be subject to constant changes, and very often, inaccuracies will be very likely to arise. We don't assume responsibility, express, or implicit guarantees for the accuracy, updating or integrity of the information that appears on the website. We are not obliged to check, update, or control this information; therefore we suggest double checking all the information taken from our website. We don't offer guarantee or certainty, neither verbal nor explicit, in relation to the contributions or questions of users. You understand and state you are satisfied with the fact that if you ever reach any agreement with another person or organization, it will be under the conditions negotiated by you and assumed by both parties at their own risk. On MyCasaParticular.com users will have limited, revocable access, and not exclusive to the website for commercialization and/or search, according to how it is check marked, and to

be able to express real concern of the users related to their interests and vacation demands for the personal use, as long as the previously stated matches our conditions of use.

Booking

Every rent offer must go directly from the corresponding hosts to the clients. If you are interested in renting a room and make a reservation request, you will be asked for your contact information. MyCasaParticular.com resends your reservation to Cuba and after agreeing with the Casas Particulares (Private Lodging Facilities and apartments for vacations) an offer is sent to you.

Payment

For customers who don't make reservations, the access to our website is free of charge, as well as the use of our services. If you have decided to make a reservation for a stay, MyCasaParticular is authorized to charge three rates:

- Customer service fee: between 10 % and 25 % of the total price for accommodation, depending on the quantity of nights reserved, defined as commission for the management of pre-booking and booking, which covers the expenses of our platform.
- Accommodation fee: 10 % and 25 % of the total price accommodation.
- Fixed fee: 5 CUC (4.80 EUR) for each payment made.

The currency known as CUC (Cuban Convertible Peso) is used as a norm for the payment and advertising prices. MyCasaParticular.com, by no means, makes its transactions with this currency.

The Swiss Franc, Euro, and American Dollars are entered and indicated as payment currencies. The commission for pre-booking and booking must be exclusively paid by means of the tax of the credit card (Mastercard, Visa o MoneyBooker) for the sum defined by MyCasaParticular.com with the host. Payments in cash or with cheques are not accepted, except in special circumstances or by common consent between MyCasaParticular.com and the tourist customer; therefore we don't assume responsibility for the corresponding loss of money in cash or cheques. You as a customer agree that MyCasaParticular.com can charge on your credit card an amount as a payment in advance as it has been agreed in the confirmation of the reservation with your host. By doing that, you also approve the payment of the difference directly to the host, after your arrival and according to what you agree with him. This difference refers to (the total amount of the stay, previous deduction from the commission for pre-booking and booking).

The commission of MyCasaParticular.com will be previously discounted in the pre-booking and booking process. For your part, you as a host, have the right to claim the tourist customer the amount per room. The host doesn't pay commission; it is the customer who is always charged the commission by means of payments on line.

Cancellation policies

For Tourist Client

If a tourist client wishes to cancel a booking that was confirmed through our platform or via email by customer service, before or after the reserved date, the Cancellation Policy is applied according to the case:

- If the cancellation of the booking is done with more than 7 days before the arrival date, the Lodging Fee and the Fixed Fee will be reimbursed to the client. The Client Service Fee is not reimbursable.
- If the cancellation of the booking is made within 3 to 7 days before the arrival of the tourist client, 50 % of the Online Prepayment for the Services will be reimbursed.
- If the Cancellation is done with 2 or less days before the arrival of the tourist client, or if the tourist client does not show him/herself on arrival day, no reimbursement will be done. If the lodging cancels a confirmed booking through our customer service department, before

the arrival date, our team will make a new accommodation offer to the tourist client, if the offer is not accepted, full Online Prepayment for the Services will be reimbursed.

For Casa-owner client

If a tourist client cancels a confirmed booking, the Cancellation Policy is applied according to the case:

- If the cancellation of the booking is made with more than 7 days before the arrival of the client, the casa (lodging) will get a favorable score in our website ranking.
- If the cancellation takes place within 3 to 7 days before the arrival of the tourist client, the casa owner will get a favorable score in our website ranking. If the lodging was booked for 4 or 5 nights, the casa owner will receive a payment of 50% of the room price for the first night. If the casa(lodging) was reserved for 6 or more days, the casa owner will receive a payment equal to the room price for 1 night:
- If the lodging was booked for 4 or 5 nights, the casa owner will receive a payment of 50% of the room price for the first night.
- If the casa(lodging) was reserved for 6 or more days, the casa owner will receive a payment equal to the room price for 1 night.
- If the cancellation of the confirmed booking is made with 2 or less days before the arrival of the tourist client, or if the tourist client does not show him/herself at the casa, the lodging will get a favorable score in our website ranking:
- If the casa was reserved for 1 or 2 nights, the casa owner will receive a payment equal to 50 % of the room price for 1 night.
- If the casa was reserved for 3 or more nights, the casa owner will receive a payment equal to the price of the room for 1 night.

Note: In the case that the tourist client does not show him/herself at the casa, the casa owner will have 24 hours to notify and present evidence that proves the communication with the tourist client by email, previous to his/her arrival.

If the Casa owner cancels a booking already confirmed by our Customer Service team to the tourist client, and the cancellation is made before the reserved date, the casa will be penalized in our website ranking.

Exoneration

If you make use of our web site and carry out a transaction to pay for your accommodation, you accept as well that any kind of legal help or responsibility will be limited by a legal suit against the user or the users affected, who, you, or the party that has carried out the transaction for the accommodation, has done damage to, and MycasaParticular.com exonerates itself from it. This help and responsibility might be obtained through actions or omissions carried out by other customers in relation to other interactions and transactions.

As a result you accept that you will not try to blame MycasaParticular.com(ABUC MEDIA NETWORK GMBH), nor its directors, employees, representatives and legal successors or that you will not try to file a legal suit against MycasaParticular.com (ABUC MEDIA NETWORK GMBH).

Data Protection

The protection of your information is very important to us. Having accepted our conditions of use, you explicitly allow the use of some of your personal information (According to the way it is defined in the statement of information protection) to us and other customers, which is made concrete in the Statement of information protection. These pieces of informations are included as reference in the general contract terms

Term

We, for our part, can dispense any time, in our opinion, and without previous responsibility to you, with or without any motive, without prior warning, with the following: (a) The Access to our website. (b) Delete and put out of circulation the content given by you and (c) Deny you the access to any data or service

Limitations and obligations

If you are not satisfied with our site, don't accept a part of our legal terms and conditions of use, or intend to lodge a legal claim against us, against one of our services or conditions of use, then the step you have to take is to stop using MyCasaParticular.com You must be aware of the fact that transmissions from and to our website are not confidential and can be read by third parties. You also accept that when you post your private information on our website, we cannot hold accountable for your physical safety or prevent any crime or action from happening to you.

Applicable law and jurisdiction

THE CONDITIONS AND ALL THE SITUATIONS THAT ARISE RELATED TO THESE ONES WILL BE DETERMINED BY THE SWISS MATERIAL LAW, WITHOUT TAKING REFERENCES FROM INTERNATIONAL CIVIL LEGAL DETERMINATIONS. ANY DISAGREEMENT, DEMAND, OR CONFLICT BETWEEN A USER AND MYCASAPARTICULAR.COM OR ABUC MEDIA NETWORK GMBH ORIGINATED FROM AND IN RELATION TO THIS STATEMENT IS SUBJECT TO THE EXCLUSIVE COMPETENCE OF THE LEGAL DEPARTMENT OF BASEL CITY, AND EACH PARTY MUST APPROVE IRREVOCABLY ITS JURISDICTION AND PLACE.

Uses of the site

Any use of the platform that is not aimed at the enquiry, edition, and data insertion regarding the purposes of MyCasaParticular.com, or that is not in accordance with These Legal Terms and Conditions of Use, is strictly prohibited.

Uses not authorized:

You accept that you mustn't do any of the following actions, unless you have been previously authorized by us. • Any commercial use that is not through our membership or registration previously validated • The use of tools of our platform to rent or choose any accommodation facility that is not listed, under any circumstance, under a valid registration • To upload, post, copy, reproduce, distribute, or transmit the contents of our site. • To reproduce some part of our platform on another web site or make copies of it with any goal. • To modify or create sites or work derived from our web, or some part of it. • To use automatic devices or manual processes to monitor, copy, or save data of the contents of the site. • To deconstruct any part of the site. • To use our database aiming at other things than enquiries, editing, or entering accommodation facilities, or the functions for which MyCasaParticular.com has been designed. • To use the platform to convey, post, or express any false, suspicious, or fraudulent information, including making a reservation, editing, or posting accommodation facilities with false intentions. • To use our platform in a way that causes it to commit a criminal act of any kind. • To post, use, or convey through our web, any material that is illegal, threatening, abusive, libellous, vulgar, obscene, sexually explicit, indecent, pornographic, or defiling. • To post postal addresses, URLs, or telephone numbers.

E-mail address, Data transmission and Privacy

When you give us your private information, such as e-mail, name, and some other information to use the services of our site; you accept that all of your data will become part of our database automatically. You will have the opportunity to receive promotional e-mails of our products and our advantages any time; if you don't want to receive these messages, contact us through the following e-mail address: info@mycasaparticular.com. We don't use

monitoring tools to get personal information in a secret way without the user's consent, nor to resend this information to third parties, or marketing platforms, or to link the information with personal information (name, address, etc.) In the event that you extract your information from our platform to use it on another one without connection with ours, you must understand that the other site will be responsible for the use it makes of your data

Verification of Identity

You accept that you must safeguard your own identification on line, as well as your password, and that those data must be strictly confidential. You must notify us immediately if you suspect your personal data have been jeopardized, or known by a suspicious person, or who hasn't been previously authorized by you. Likewise, if we think there has been any unauthorized use of your account, we will let you know and you will have to change it as soon as possible. We don't advise you to offer your identification on our platform to any person, but if you do, and you don't preserve your information properly, you will be the only responsible for any use made of these data, even if they are used in illegal, or fraudulent acts, or if they cause monetary losses or of another kind. The users must be aware that in the event any suspicious, illegal, or harmful act to them or MyCasaParticular.com occurs, we will proceed to cancel your account without prior warning, which is in our rights to determine such acts

Communication and uses of the users' information

You accept that other users can use your personal information to communicate with you, in accordance with the services and options we offer. Likewise you must protect the personal information of other users with the same level of safety you protect your own.

Responsibility towards the posting of properties

The content produced by the hosts mustn't:

- Violate the rights of other people or laws, and be somehow inappropriate.
- Include personal information that can be used to contact another person who has nothing to do with the information requested by our site.
- Include promotional contents not requested, advertising, political contents or contests.
- Be abusive, obscene, discriminatory, or illegal.
- Be false or deceitful

The accommodation facilities included on our platform are under the full responsibility of its hosts, who are the owners, in charge of the business or an assistant on it. We don't assume responsibility for the data entered by the user, unless the user himself asks for our services to enter his information. MyCasaParticular.com doesn't represent or guarantees visits at any accommodation facility, comments or reservations. We can facilitate services, at the host's request, that bring about the improvement of the quality of the contents that are part of their accommodation offers. We don't hold accountable in the event that the hosts don't offer a correct and suitable geographical location. The host is fully responsible for offering an accurate geographical description with the use of tools that we put at his disposal.

License and rights of use

When you register or authorize our use of your contents, you give us the perpetual, world, irrevocable right without restrictions, not exclusive and complete to use, copy, adapt, allow, show, advertise, reproduce, transmit, modify, edit, make use of the photographs as well as your data connected with our business. You offer us the capacity to protect all your contents, including photographs. Likewise you will help us to protect the information of non-authorized or illegal distributions. Besides, each user accepts that we can reproduce and use any photograph or information as promotional content, either of the user, or the site itself.

Translations and Maps

The translations inside the site will be carried out by Google Translator, if any problem of grammatical or linguistic inaccuracy arises; it is the translator's responsibility. In order to

avoid future misunderstandings or situations, we offer translation services carried out by professionals, for which we assume responsibility. The maps are directly linked with the application Google Maps, if you happen to have any question, you can consult its terms and conditions of use. (http://www.google.com/intl/en_us/help/terms_maps.html)

Photographs

Photographs mustn't include people without their previous authorization; they shouldn't be bigger than one megabyte, and they have to be bigger than 640x480 pixels. We reserve the right to delete the images that don't match our conditions. Each user- host- accepts that we can reproduce completely or partially any photograph uploaded, for his own promotion and our site's.

Use of our mark or logo

There are different ways for you to be able to use our mark or logo, without our explicit authorization: It is usually permissible that you as a host refer to MyCasaParticular.com as the platform in which your property is registered and you can invite others to consult your offers on our platform. However, you cannot refer to us in a way that can be misunderstood or sensed, that our website sponsors your business, or is one of its partner.

External Links

We reserve the right to reject external links or addresses of other websites, and delete them without prior warning or the consent of any user.

Exclusion of Guarantees

IF YOU VISIT OUR WEB AND MAKE USE OF OUR SERVICES, YOU SHOULD BE AWARE OF THE FACT THAT YOU DO IT AT YOUR OWN RISK. THE SYSTEM OF MYCASAPARTICULA.COM IS BASED ON REPUTATION. TO YOUR ADVANTAGE, MAKE USE OF THE COMMENTS MADE BY OTHER USERS, AND THE RECOMMENDATIONS OF THIRD PARTIES ABOUT HOSTS AND CUSTOMERS. ALLOW REASON TO REIGN, BE CAUTIOUS AND PROTECT YOURSELF. OUR SERVICE PROVISION IS BASED ON "ACCORDING TO WHAT YOU SEE AND WHAT IS AVAILABLE". IF WE EXPRESS OUR CATEGORICAL REJECTION, YOU WILL GIVE UP GUARANTEES OF ANY KIND, VERBAL OR EXPLICIT, EVEN WITHOUT RESTRICTION, YOU WILL ALSO GIVE UP IMPLICIT COMMERCIAL GUARANTEES, OF CERTAIN CONVENIENCES AND CONTRAVENTIONS