

General Conditions of Sale

General Terms and Conditions of Sale of individual Products and / or individual Tourist Services available at www.explora360.it

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1. Subject

EXPLORA 360 SRLS an intermediary, based in Olbia in Viale Aldo Moro 288, 07026 registered in the Regional Register of Travel and Tourism Agencies (Unique SUAP Code 15919 of 06/03/2017 on behalf of "Explora 360 Srls") brokers activities of individual travel services on-line, by providing the Customer at www.explora360.it a diversified offer of disaggregated travel services prepared by third parties for the price and conditions specified by EXPLORA 360 SRLS and operates on the internet by providing its customers with travel services consisting of individual booking and purchase of accommodation services, purchase of sea or air ticket tickets, reservation and purchase of land and sea transfers and ancillary services. The Travel Services mentioned are not considered Tourist Packages since their choice is structured on the site, so that the Customer may choose and combine, depending on their specific needs, the destination, dates, hotel (category, location, etc.) and any eventual excursions or insurance policies, choosing from a wide variety of combinations.

2. Legislation and regulatory discipline

The sale of travel services, that are either / or to be supplied in Italy or abroad are disciplined under the Legislative Decree 27/12/1977 nr. 1084 as ratification and enforcement of the International Convention on the Travel Contract (CCV) signed in Brussels on 23 April 1970 and, albeit limited to the definition of an intermediary, by the Tourism Code, as well as the clauses indicated in travel documents delivered to the Customer. Contracts relating to the offer of only transport, accommodation, or any other separate tourist service, which cannot be configured as a negotiated event or rather a tourist package, are specifically governed by the following CCV provisions: art . 1, numbers 3 and 6; from art. 17 to 23; from art. 24 to 31, with regard to those not relating to the organization of a tourist packet contract and other arrangements specifically related to the sale of the single services contracted. The aforementioned provisions of the CCV, within the limits of the above, form an integral part of these general terms of contract and are agreed by the parties for the purpose of regulating the business relationship.

3. Intermediary Responsibility

The Customer declares and acknowledges that he / she has individually located on the website www.explora360.it owned by EXPLORA 360 SRL the hotel service of interest and / or other services and accordingly purchased the single hotel service and other services selected on the above mentioned website. The Customer acknowledges and agrees that the sale of the individual hotel accommodation services advertised on www.explora360.it is therefore not offered by the intermediary, but by third parties, and is therefore regulated by the terms of sale applied by the third-party provider of the single service. The required services have been chosen by the Customer in full autonomy, without adhering to any pre-established combination of transport services, accommodation and / or tourist services not accessories to transport and accommodation that are defined as a tourist package in accordance with current legislation (Art. 34 Tourism Code). It is specified that the various elements included in the contract are analytically assessed by the contracting parties as individual services and not as a package.

EXPLORA 360 SRLS, therefore, is not liable in any way to the non-fulfilment of the obligations inherent in the tourist service purchased by the Customer; In particular, cites the provisions of the third paragraph of Article 22 of the CCV, according to which "The intermediary shall not be liable for the total or partial failure to carry out travel, accommodation or other services that are the subject of the contract."

EXPLORA 360 SRLS is solely responsible for the obligations arising out of its intermediary status within the limits set forth in the applicable regulations and, in any case, only if the Customer furnishes proof of its negligent behaviour in the choice of the supplier.

With regard to the purchase of tourist services (accommodation, flights or maritime tickets etc.), ancillary services and insurance policies, the liability of the third party will be governed by the contract signed by the Customer with the third party and the applicable legislation.

Compensation for damages suffered by the Customer and / or the consumers of the service in connection with a non-fulfilment by the Intermediary for the Travel Services purchased is governed by the provisions and the limits contained in the International Convention on the above-mentioned travel contract, that all the parties acknowledge and unanimously adhere to.

EXPLORA 360 SRLS makes use of the web booking request and the electronic submission of customer quotes, electronic communications networks and e-mail systems provided by third party telecommunications operators for which the Customer acknowledges and agrees that EXPLORA 360 SRLS is not liable for the interruption or malfunction of the same.

EXPLORA 360 SRLS will not be liable for damage caused by delay, faulty operation, inaccessibility, suspension and / or interruption of web services or electronic communications, loss and alteration of web pages or data entered by customers, as well as damages caused by computer viruses, corrupted files, errors, incompatibility of software or hardware, unauthorized access.

EXPLORA 360 SRLS may not be held liable to the Customer, persons directly or indirectly related to the Customer and / or third parties, for damages, losses or costs incurred as a result of the aforementioned events.

Any action against EXPLORA 360 SRLS subject to this contract or use of the services shall be initiated within one year of the occurrence of the event, subject to termination.

4. Booking and Purchase Mode

The purchase of individual travel services within www.explora360.it is possible with the following methods:

1-The user who browses the website www.explora360.it after selecting a hotel structure, will find a blue module for requesting a quote. The user must fill out the mandatory start date (DAL) and end date (AL) in these two fields, by clicking on it a calendar will be opened whereby the dates may be selected. Continuing, you will be asked to specify the composition of the party (ADULTS) and (CHILDREN) and finally click on the orange button (REQUEST FOR QUOTE). Clicking on the orange button opens a new form (AVAILABILITY REQUEST) specifying that "This form is valid only as a request for information. Please compile it in all parts to ensure a prompt and complete response". Once the compulsory fields have been completed (name, surname, tax code, email, mobile phone, number of adults and number of children, arrival date and date of departure and after ticking the accepted and read box pertaining to "Information pursuant to article 13 of Legislative Decree 196/03 (personal data protection) **I consent** to the processing and communication of my personal data" you may click on the Submit button. A new page will open with the following message" " Request Completed. Your request has been successfully submitted and we will respond as quickly as possible."

The customer will, at the email address indicated on the form, receive a detailed quote according to the data he has compiled and indicated. Within the quote there is a linkable form in .pdf format named (Touristic Service Sales Agreement CONFIRMATION MODULE AND PAYMENT METHOD)

· The booking confirmation of travel services will be valid as of when the customer sends the CONFIRMATION BOOKING AND METHOD OF PAYMENT MODULE

Reservations can be considered valid and confirmed only when the total amount due indicated on the booking confirmation form is accredited to the bank account and the above-mentioned form, completed with all the required information, with the indication of the payment method chosen (Credit Card or Bank Transfer), signed by the bank account holder from whom the transfer is made or by the cardholder, is received by email or fax. 30 business days prior to the start date of the stay, the balance of the booked service must be paid in full.

Tourist services sold on line are to be intended to all legal effect offered for sale in Italy and any contracts concluded in Italy

The contract is deemed perfected in Olbia (SS) when EXPLORA 360 SRLS has received from the Customer:

1- The booking form (referred to as a tourism service contract) with the indication of the payment method, acceptance of the quote, the details of the payment of the deposit.

2- The contract is considered to be completed in Olbia (SS) when the customer clicks the virtual negotiation button on the website owned by EXPLORA 360 SRLS with a payment of the deposit.

At the end of the above steps 1 and 2, the Customer may print the contract, electronically signed by EXPLORA 360 SRLS, containing the terms of the concluded agreement.

The effectiveness of the contract is in any case subordinated to the availability of the tourist service requested and is subject to the suspensive condition of payment by the payee referred to in the following Article 5.

5.Payment

Upon confirmation of the hotel reservation, a deposit of 30% of the price of the hotel accommodation service is required. In the case of an airline or maritime ticket booking confirmation, the balance of the entire amount of the air or maritime ticket will be required. In the case of confirmation for the activation of an insurance policy against cancellation or for registration fees, the balance of the entire amount will be required. The balance of the hotel accommodation must be paid peremptorily 30 days before the date of commencement of stay in the hotel structure booked. For bookings made less than 30 days prior to the date of hotel stay, the full amount must be paid upon confirmation of the reservation.

Please note that the deposit paid for the hotel reservation is a partial of the total price and will be deducted from the balance due.

The contract will not have any effect until the payment of the above-mentioned down payment is received and will become definitively ineffective in the case of non-payment 3 days after the conclusion of the contract. Failure to pay the balance thirty days prior to the date of the hotel stay will be considered a default, with the right of EXPLORA 360 SRLS to retain the deposit pursuant to art. 1385 II comma c.c .. The non-payment of the balance at the above-mentioned expiry date will result in the termination of the contract pursuant to art. 1456 cc, the effects of which can be used only by EXPLORA 360 SRLS. EXPLORA 360 SRLS is however expressly authorized by the customer to withhold the sums received as a deposit, as a flat-rate compensation for the expenses incurred and for damages. The service provider has without prejudice the right to compensation for the greater damage, as well as the right of compensation for the damage suffered.

6.Price

Customer agrees to pay EXPLORA 360 SRLS the fee for activation, for the use of and purchase of the required travel services, in accordance with the terms and conditions indicated on the website and in the quote received from EXPLORA 360 SRLS. The sums paid are not refundable.

Some accommodation facilities offer discounts on the official rate based on the age of the participant and based on the total number of participants occupying the booked room / apartment. Age is always intending as that on the first day of your stay. If the participant, either adult or child, has reached the cut off age limit even a day prior to the first day of stay, the special rates or discounts to be applied will be those of the upper age group

7. Changes and cancellations by the Customer prior to departure.

Changes requested by the customer to confirmed reservations do not obligate EXPLORA 360 SRLS in cases where they cannot be met.

Modification requests may incur charges and price adjustment resulting from changes to the travel service requested and may also incur extra charges to administrative fees (if foreseen), insurance policies, and changes of the percentages between the down payment and the final balance that will be shown on the itemized bill.

8. Modification or cancellation of tourist services and the responsibility of the intermediary

The Customer acknowledges that the single service provider, in exceptional cases, will be able to make at any time changes to booked travel services.

Even if EXPLORA 360 SRLS, as an intermediary, is not responsible for the total or partial failure to provide of travel, accommodation or other services offered on the site, it will nevertheless inform the Customer immediately, to the extent that the supplier has provided the information, in writing by e-mail, of the type of modification

Any repayment of the sums paid by the Customer will be made in accordance with the regulations or laws applicable to each service provider.

9. Changes to services after departure

After departure, if the customer does not use or partake for any reason of any essential part of the services foreseen in the contract, he or she will not be able to eligible for compensation or reimbursement in any way by EXPLORA 360 SRLS, which acts as an intermediary. The liability rests with the service provider in cases where the failure to use or partake in such services is attributable to its failure to fulfil its obligations

10. Customer Responsibility

The Customer is responsible for the accuracy of the data entered in the reservation system. EXPLORA 360 SRLS cannot be held liable if, due to errors in the insertion of the data, it is not possible for the Customer to use or partake in the travel services.

11. Rescission

According to art. 59 of the Consumer Rights Code, the right of rescission does not apply to contracts for the provision of services relating to accommodation, transport, catering, leisure, when the supplier undertakes to provide such services at the conclusion of the contract on a certain date or at a predetermined time or time period.

12. Substitutions

The renouncing client may be replaced by another person if: a) EXPLORA 360 SRLS is informed in writing at least 7 working days before the date set for the departure, receiving at the same time communication about the general data of the transferee b) the substitute fulfils all the Conditions for the use of the service and, in particular, the requirements relating to passport, visas and health certificates; (c) the substitute reimburses the organizer for all the expenses incurred to make the replacement in the amount that will be quantified before the substitution and not more than 20% of the service price; (d) the same services or other replacement services may be provided following the substitution as per the conditions imposed by the service provider; (e) The transferor and the transferee are jointly liable for the payment of the balance of the price as

well as the amounts referred to in point (c) of this Article.

EXPLORA 360 SRLS intermediary will not be liable for any refusal by the service providers to accept the modification.

13. Customer obligations

The customer must be in possession of a personal passport or other valid identification document accepted by all the countries of the itinerary, as well as residence and transit visas and health certificates that may be required. The customer will also have to comply with the rules of normal prudence and diligence and the specific laws, uses and customs in force in the destination countries of trip, all the information provided, the regulations and administrative or legislative provisions relating to the tourist service. Clients will be called upon to respond to any damage that EXPLORA 360 SRLS would suffer as a result of their failure to comply with the above-mentioned obligations.

The customer will also communicate in writing to EXPLORA 360 SRLS, at the time of booking, the particular personal requests that may be subject to specific surcharges on the travel arrangements, provided that it is possible to implement them.

The Customer, subject to the provisions of Legislative Decree. 196/03, is required to inform EXPLORA 360 SRLS of any special requirements or conditions (pregnancy, food intolerance, disability, etc.) and explicitly specify the request for related personalized services that EXPLORA 360 SRLS will try to satisfy without ever being a contractual obligation.

EXPLORA 360 SRLS cannot be held liable for any prejudicial consequences that may occur due to the Customers lack of and / or irregularity of identity documents, travel and residence permits or violation of applicable laws in the transit or destination country.

The Customer acknowledges and declares that he or she is aware that Italian law punishes with prisons sentences crimes involving child prostitution and child pornography, even though they are committed abroad.

14. Complaints and claims

Any failure to execute the terms of the contract must be challenged by the customer without delay enabling EXPLORA 360 SRLS promptly intervene and remedy.

The client must – under penalty of invalidation by decadence - also lodge a complaint by sending a registered letter to EXPLORA 360 SRLS as the intermediary, not later than ten working days from the date of his/her return to the place of departure, to this address: Viale Aldo Moro 288, 07026 Olbia (SS)

Professional Civil Responsibility Insurance policy: n. 79442166 Allianz, in accordance with the provisions of art. 50 of Cod.Tur.

15. Jurisdiction

This contract is fully governed by Italian law. Any dispute arising out of the interpretation or performance of this contract is the sole responsibility of the Sassari Forum, in the case of a non-consumer contractor.

16. Information provided by art. 13 D. Lgs. 196/03 (personal data protection)

EXPLORA 360 SRLS complies strictly with the provisions of Legislative Decree no. 196 of 30 June 2003 on the protection of persons and other subjects with respect to the processing of personal data and ensures that under the aforesaid legislation, the processing of personal data provided by the Customer for the performance of the Service will be based on the principles of fairness, transparency and the protection of privacy.

EXPLORA 360 SRLS

The Customer

For the purposes of the law, and in particular Articles 1341 and 1342 of the Italian Civil Code, the Customer specifically approves, after having read and understood them on their own behalf, as well as in the name of and on behalf of the other persons who will benefit from the tourist service, the following contract terms: art. 3 (Intermediary Responsibility); art. 4 (Booking and purchase modes), art. 5 (Payments), Art. 6 (Price); art. 7 (Changes and cancellations by the customer prior to departure), art.8 (Modification or cancellation of tourist services and the responsibility of the intermediary), art. 9 (Changes to services after departure); art. 10 (Customer Responsibility) Art. 12 (Replacements), art. 13 (Customer Obligations), art. 14 (Complaints and claims), art.15 (Jurisdiction).

EXPLORA 360 SRLS

The Customer

NB – This English translation is provided to customers for informative purposes only. In case of inconsistencies between the Italian and English version of this document, the **Italian version is legally binding and shall prevail.**