GENERAL TOPICS

- By purchasing products/services from Your Tours Portugal whether through the <u>site</u>, or directly through the Reservations Department - you accept the terms and conditions presented here, and we recommend reading them in full.
- All services/products provided by Your Tours Portugal are created, organized, and executed as Tourist Entertainment activities, in accordance with Portuguese legislation and registered under the national Tourism sector records RNAAT 347/2016 and RNAVT 9902.
- The purchase of products/services on yourtours.com/yourtravel.pt, or directly through our Reservations Department, is allowed for individuals who, under Portuguese law, are allowed to access websites and make purchases on them. This means that individual customers (not companies/partners) must be over 18 years old and have the legal physical and intellectual capacity to acquire products/services from Your Tours Portugal or, in the absence of these conditions, do so under the guardianship of a legally responsible guardian.
- In accordance with the above, Your Tours Portugal cannot be held responsible for the following:
 - presentation of forged identification data;
 - o failure to present data that leads to the determination that the customer has a declared or alleged decision-making incapacity or dependence on others for decision-making;
- When purchasing products/services through any sales channel of Your Tours Portugal, the latter will have to request data regarding the customer's identity, for the proper exercise of the activity that the customer is/will be acquiring.
- The terms and conditions presented below may be changed, if necessary for adjustment, and any changes will always be introduced and identified as "amendments" to the previous provisions, for a minimum period of 6 months after their publication.
- Copying, reproducing, downloading, publishing, transmitting, or making available to the public any content from yourtours.com/yourtravel.pt, except for personal non-commercial use, can only be done with clear written authorization from Your Tours Portugal.
- Your Tours Portugal does not authorize any speculative or fraudulent solicitation for personal use through robots or other automated means to access this site unless expressly permitted in writing by Your Tours Portugal.
- Your Tours Portugal does not endorse any offensive, inaccurate, or inappropriate content. However, like any active website in cyberspace, it may be exposed to such content through actions beyond our control. In such a case, Your Tours Portugal is not responsible for such content.
- For specific terms and conditions of each product/service, please refer to their designated area where such content will be available.

AFFILIATE ACCOUNT

- When creating an account to access certain products/services on yourtoursportugal.com/yourtravel.pt, you
 will be asked to provide some necessary identification data. This information is protected, but it is the user's
 responsibility to ensure the confidentiality of their account password.
- All activities carried out in the affiliate account are solely the responsibility of the user. In case of non-compliance, the user should promptly notify Your Tours Portugal through the available contacts on the website.
- The affiliate account must be personal, and therefore, it is not authorized to adopt another identity, create an account for someone else, provide an email other than the user's, or create more than one account without the proper knowledge and authorization from Your Tours Portugal.
- The affiliate account must be personal and is therefore not authorized to adopt another identity, create an account for someone else, provide an email other than the user's, or create more than one account without the proper knowledge and authorization from Your Tours Portugal.
- Your Tours Portugal reserves the right to terminate any account at any time if it deems necessary.



PRODUCTS/SERVICES - VALIDITY, MODIFICATIONS, AND CORRECTIONS

- All products/services are valid according to the dates, conditions, and assumptions displayed on yourtoursportugal.com/yourtravel.pt or any affiliated website. Your Tours Portugal is not responsible for any information not provided directly.
- All inquiries about availability, reservations, or modifications/corrections should be directed to the website or directly to the Reservations Department of Your Tours Portugal, whose contacts are provided there.
- Your Tours Portugal does not guarantee the ability to change or modify dates or reservation conditions
 already confirmed (or, if possible, does not guarantee that they are free of costs or fees) due to force
 majeure reasons (adverse weather conditions, roadworks, traffic, road closures, among others), services,
 events, or products from third-party companies, whose conditions are beyond its internal process.
- Transfer of Ownership: If the customer wishes someone else to benefit from any purchased product/service, provided that the new beneficiary meets all the travel requirements, Your Tours Portugal must be notified in writing within the following deadlines:
 - o PRIVATE VAN TOURS: At least 24 hours before the service start time.
 - o RENT YOUR GUIDE: At least 15 days before the service start date.
 - o TAILOR-MADE / SELF-GUIDED TOURS: At least 5 days before the service start date.
- Campaigns, promotions, and discounts on products/services purchased from Your Tours Portugal are only valid at the time of their confirmation/purchase. Your Tours Portugal does not guarantee the inherent conditions if there are any changes/modifications after their confirmation/purchase.
- As a protocol standard, representatives, service providers, and/or suppliers of Your Tours Portugal are
 required to inform in advance of any significant changes to reservations for associated products, services,
 or events. Your Tours Portugal has an organizational structure that makes every reasonable effort to notify
 the client/partners/distributors to correct or reissue the reservation whenever possible.
 As a caution:
- Due to processes beyond the structure and ray of action of Your Tours Portugal, it will not be responsible for changes in excursion dates, prices, inclusions, coverage, age requirements, or other alterations made by external suppliers and/or service providers of the purchased products/services.
- In such cases, Your Tours Portugal reserves the right to cancel, alter, or replace any service, tour, ticket, or product booked through yourtours.com/yourtravel.pt or directly through the Reservations Department.
- In the event of such occurrences, if the possible alternatives provided by Your Tours Portugal are not satisfactory to the client, they will be given the opportunity to receive a full refund of the original purchase price, if none of the mentioned points are violated and in accordance with the section "PAYMENTS / CANCELLATIONS AND REFUNDS / INVOICING GENERAL NOTES".

PRICES / QUOTATIONS - GENERAL NOTES

- Please, when referring to this point, also check the provisions in section 3), for correlation.
- Regarding the prices/quotations available on yourtoursportugal.com/yourtravel.pt or directly through the Reservations Department:
 - o They are indicated per person, in Euros (€), converted at the prevailing international exchange rate, in general, unless otherwise stated there / They do not include local taxes, usage fees, security fees, port fees, parking fees, customs fees, immigration fees, agricultural fees, passenger facility charges, international transportation fees, passport and visa fees, or personal baggage and insurance fees (unless specifically stated in the programs) / They are subject to change without notice until the reservation is confirmed, at which point the prices will be valid and final, unless there are any changes/modifications beyond the internal processes of Your Tours Portugal / They do not include gratuities or complimentary services for tour leaders, excursion guides, drivers, or local guides / They do not include items of a personal nature, as well as food and beverages not included in the program's inclusions of the product/service.



PAYMENTS / CANCELLATIONS AND REFUNDS / INVOICING - GENERAL NOTES

- Your Tours Portugal accepts payments through PayPal, using your PayPal account, as well as credit card payments: VISA, MasterCard, or American Express, and bank transfers (details provided upon request).
- Credit card payments must be made within a maximum of 24 hours after receiving the payment information.
- ATM reference payments must be made within a maximum of 48 hours after receiving the respective reference.
- Full or partial prepayment of the reservation may be required as a mandatory condition to obtain any product/service, as deemed necessary by Your Tours Portugal.
- The cancellation/refund policy varies depending on the purchased product/service, and you will find more detailed information regarding the specific conditions for each of them in the respective area of yourtoursportugal.com/yourtravel.pt.
- No refunds will be provided if the purchased product/service from Your Tours Portugal has already commenced, including all associated services.

COMPLAINTS / COMPLIMENTS - HANDLING

- Your Tours Portugal provides its BackOffice team to resolve any and all situations promptly and actively,
 within its effective capabilities and limitations of liability as determined in the terms & conditions. Therefore,
 we suggest that you always contact our Reservations Department for the resolution of any dissatisfaction,
 through the channels provided on the website.
- If you wish to give praise regarding any of our products/services, please kindly do so by:
 - To access the digital "Complaints/Compliments Book: https://www.livroreclamacoes.pt/inicio/elogio-sugestao
 - Write a review on Tripadvisor about Your Tours Portugal::
 https://www.tripadvisor.co.uk/UserReviewEdit-g189171-d10269206-Your Tours-Braga Braga District Northern Portugal.html
 - Write a review on Google about Your Tours Portugal::

 https://www.google.com/search?q=your+tours+portugal&hl=pt-PT&sxsrf=APwXEdd_viRm9mP6D23
 sDW4OcpRi_OPtBg%3A1686661880405&source=hp&ei=-GqIZP-XFZKpkdUPpf-ggA8&iflsig=AOEire
 oAAAAAZIh5CO7RnXpuXLe2WNniDLXE1l1rW9Sl&oq=your+tours&gs_lcp=Cqdnd3Mtd2l6EAMYADIH
 CCMQigUQJzILCC4QqAQQxwEQrwEyBQqAEIAEMgUIABCABDIICAAQqAQQywEyCAqAEIAEEMsB
 MqqIABCABBDLATIICAAQqAQQywEyCAqAEIAEEMsBMqqIABCABBDLATOUCC4QqAQQsQMQqwE
 QxwEQ0QMQ1AI6BAqAEAM6BAquEAM6CwqAEIoFELEDEIMBOqsIABCABBCxAxCDAToOCC4QigUQ
 sQMQqwEQ1AI6CwquEIAEELEDEIMBOqUILhCABDoWCC4QqAQQsQMQqwEQxwEQ0QMQ1AIQCjo
 RCC4QqAQQxwEQrwEQmAUQmQU6CAquEIAEENQCOqqILhCABBDLAToLCC4QqAQQ1AIQywE6EA
 guEIAEEMcBENEDEAoQywFQAFiOCGCUEWgAcAB4AIABmAGIAcgJkgEEMC4xMJgBAKABAQ&sclie
 nt=gws-wiz#lrd=0xd24ff1ac2bf7635:0x1a4a0dbb050c55b5,3...&rlimm=1894341690157454773
 - Directly to our Reservations Department: reservas@yourtours.pt
- If you wish to make a complaint about any of our products/services, please access the digital "complaints/compliments book": www.livroreclamacoes.pt.
 - After receiving a complaint through the platform, a response will be provided to the customer within a maximum of 15 business days, to the email address provided in the form, informing them of the actions taken in response to the complaint. The complaints received are forwarded to Turismo de Portugal I.P., accompanied by the customer's response and any other relevant information the agency deems necessary for clarifying the situation, with Turismo de Portugal I.P. taking appropriate measures as deemed necessary.



PERSONAL DOCUMENTATION, INSURANCE, AND SAFETY AND HYGIENE MEASURES

- All necessary documentation required for entry into Portuguese territory is the responsibility of the customer, so Your Tours Portugal recommends that you check the necessary conditions well in advance before traveling.
- Your Tours Portugal ensures the necessary insurance coverage for its staff and fixed and/or mobile infrastructure. We do not take responsibility for any incompatibilities regarding the client's country of origin.
- Your Tours Portugal ensures compliance with all hygiene and safety rules in the exercise of its activities. Please refer to the designated area on the <u>site</u> for more information.

PRIVACY AND PERSONAL DATA PROTECTION

- Your Tours Portugal guarantees the confidentiality of all data provided by the customer.
- The personal data identified in the process of acquiring products/services through the Affiliate Portal or directly through the Reservations Department are essential for the provision of services by Your Tours Portugal. The omission or inaccuracy of the data provided by the customer is their sole and exclusive responsibility and may result in the refusal/impossibility of providing services by the company.
- The customer's personal data will be processed and stored electronically and will be used within the scope of the contractual and/or commercial relationship with the customer and with their authorization.
- In accordance with applicable legislation, the customer is guaranteed, at no additional cost, the right of access, rectification, and updating of their personal data, either directly or upon written request, as well as the right to object to their use for the purposes stated in the previous paragraph.
- As the Internet is an open network, the customer's personal data and other personal information, as well as all hosted content, are at risk of being accessed and used by unauthorized third parties. Your Tours Portugal cannot be held responsible for such unauthorized access and/or use.

RESPONSIBILITY (LIMITATIONS AND FRAMEWORK)

- In any product/service purchased from Your Tours Portugal, through any sales channel, if the behavior of the (final) customer is disruptive, insulting, disrespectful, malicious, and/or in bad faith towards the accompanying group, the responsible guide/driver, and external partners and service providers, Your Tours Portugal reserves the right to:
 - o Decline any person who engages in the aforementioned behaviors.
 - Terminate any product/service at any stage it is in.
 - o cancel activities or events of one of its products or services
 - o all of this without being held liable for any additional costs incurred by that individual as a result of their misconduct.
- If the customer damages materials/goods belonging to Your Tours Portugal or its service providers, they will be held responsible according to the insurance policy and the current Portuguese legislation.
- Your Tours Portugal and its representatives, service providers, suppliers, and/or distributors shall not be held liable for any loss or damage arising from the use of yourtoursportugal.com/yourtravel.pt or the full enjoyment of the purchased products/services, including:
 - Loss of data; missed opportunities; loss of common sense or damaged reputation; losses suffered by third parties or any indirect, consequential, special, or exemplary damages, regardless of the form of action.
 - Your Tours Portugal shall not be held responsible for any damages, loss, accident, delay, or irregularity, liability, or costs to persons or property arising from defects on the part of any hotel, carrier, or other company or person providing services included in Your Tours Portugal products/services.



- Your Tours Portugal shall not be responsible for thefts, labor actions, machinery breakdowns, government restrictions, acts of war and/or terrorism, weather conditions, defects in any means of transportation, or any accident or contingency or any other force majeure cause.
- The content of Your Tours Portugal (including yourtoursportugal.com/yourtravel.pt) regarding information, names, images, photos, logos, prices, dates, and availability related to itself as a service provider, operator, and/or distribution partner is provided on an "as is" and "as available" basis, without any representation or warranty of any kind, whether express or implied by law, to the fullest extent permitted by law, including implied warranties of quality, satisfaction, fitness for a particular purpose, non-infringement, compatibility, security, and accuracy.
- Your Tours Portugal does not guarantee that the functionality, content, or information contained in yourtoursportugal.com/yourtravel.pt will be uninterrupted or error-free, or that the servers providing it will be free from viruses or bugs.
- The aforementioned terms determining the content as lawful, legal, and valid are in accordance with the current legislation in Portugal. Your Tours Portugal does not assume, nor is it responsible for, any conflict of content or the use of any other legislation other than that.

USAGE RESTRICTIONS

- Your Tours Portugal does not authorize, agree with, and is not responsible for the use of yourtoursportugal.com/yourtravel.pt for the following actions:
 - Threatening, stalking, deceiving, inciting, harassing, or molesting others;
 - o Promoting intolerance or discrimination;
 - Infringing upon the rights of third parties, such as breaching confidentiality, copyright, trademark, patent, trade secret, moral rights, privacy rights, publicity rights, or any other intellectual property or property rights;
 - Sending or transmitting pornographic, illegal, or immoral content;
 - Soliciting personal information from minors, harming them, or putting them at risk;
 - Sending or transmitting spam, gambling, junk mail, pyramid schemes, or any other form of commercial or non-commercial solicitation;
 - Creating conflicts of interest, such as exchanging reviews or writing and/or publishing or ordering reviews with owners of other brands;
 - Using any website scraping/retrieval applications, robots, processes, or automated means to access, retrieve, or index the site, regardless of its content;
 - Attempting to access unauthorized the site, user accounts, computer systems, or networks through hacking, password extraction, or any other means;
 - Using the site or any of its content to transmit computer viruses, worms, or defects;
 - Using any device, software, or routine that interferes with the proper functioning of the site or attempting to interfere with its proper operation;
 - Removing, bypassing, disabling, damaging, or interfering with any security feature of the site, restrictions on the use or copying of site content, or features that enforce limitations on its use.

