#### **TERMS AND CONDITIONS**

www.sardeo.com

#### Introduction:

The purpose of these general usage terms and sale on this site "www.sardeo.com" (hereinafter, the "terms and conditions") is to establish the respective obligations of both the publisher of site "www.sardeo.com" and the customer in their contractual relations relating to the use of the site www.sardeo.com

If the producer of the site doesn't make a use of one or more provisions of Terms and Conditions it can't be necessarily consider as a waiver.

When booking through the website www.sardeo.com involves the unconditionally application by the customer and its full and complete adherence to Terms and Conditions which prevail over any other document, except derogation prior written agreement of the Publisher Site www.sardeo.com.

Any other document is only informative and indicative like catalogs, brochures, advertisements and notices.

Excursions are considered activities but they aren't included in the Article L. 211-1 of the Tourism Code, because they are a leisure activity.

His excursions do not include activities provided for Article L. 211-1 of the French Tourism Code (accommodation, catering, booking hotel room, access to tourist sites on payment).

Therefore, the Site Editor www.sardeo.com is not registered to the register of tour operators and stays (Asset France).

#### 1) Reservation and payment stays

The website <u>ww.sardeo.com</u> is a mediator between customers and tourism operators located in Sardinia, which offer a wide range of activities and excursions practiced in the island.

By using the site www.sardeo.com, the customers can choice to book their trip online with a booking engine.

The customer of site www.sardeo.com can enter by one of the following categories:

- Local tour operators
- The customers who make a reservation.

It is specified to customer that services available on the site www.sardeo.com are proposals by the Sardinian professionals. The site www.sardeo.com has a reservations stock previously negotiated with each supplier.

## 2) Definitions

The words used on the site www.sardeo.com are given in the following sense:

**Data:** all personal information are typed by web customer in order to send them to the selected professional. These are the following data:

- Name (s);
- Address, email address and telephone number;
- Bankers: credit card number, expiration date, the last three digits of the symbol;
- The dates of arrival or departure;
- The type and quantity of benefits chosen;

**Internet:** natural or legal persons who surf on the site www.sardeo.com and that have the opportunity to select and purchase one or more services offered by a professional.

**Customer:** Internet customers who have ordered for an excursion a service to a professional referenced on the site <a href="www.sardeo.com">www.sardeo.com</a>

**Professionals:** natural or legal people who offer for sale their services to Internet users on the site <a href="https://www.sardeo.com">www.sardeo.com</a>

**Services:** activities and excursions offered by the professionals on the site <a href="https://www.sardeo.com">www.sardeo.com</a>

**Transfer:** means the act of automatically transferring data by the Site Editor <a href="https://www.sardeo.com">www.sardeo.com</a> toward the professionals selected from the reservation request list formulated by the Internet.

**Site:** The singular mean the www.sardeo.com site. On the plural they are indicated the websites proposed to the professionals referenced on the site www.sardeo.com

**Publisher:** it means the contractor publisher of the <a href="www.sardeo.com">www.sardeo.com</a> site and who mediates between the professionals and the Internet users.

The <a href="www.sardeo.com">www.sardeo.com</a> site is a showcase in which are represented the different activities and excursions offered by professionals in Sardinia. The Site Editor <a href="www.sardeo.com">www.sardeo.com</a> guarantee the accuracy of information about the professionals presented on its website <a href="www.sardeo.com">www.sardeo.com</a>

To use this site <a href="www.sardeo.com">www.sardeo.com</a>, the Internet user must be at least 18 years of age and to have the legal capacity to enter.

## 3 The terms of booking

The Internet User guarantees the accuracy of data and information which provides when he book an excursion on the <a href="www.sardeo.com">www.sardeo.com</a> site. In particular, it guarantees the accuracy of the bank details and other information when it confirms the order on the Site.

The confirmation of reservation is generated automatically after the online payment. However, in some excursions, which are available only "on request" the confirmation is not immediate because it can be subject to special conditions (e.g. a minimum of people). In these cases, there will be no automatic confirmation. Depending on the availability of local service provider, <a href="https://www.sardeo.com">www.sardeo.com</a> who confirms or denies the request within a period of 7 days (or other) before the date selected by the user.

# 4) Cancellation of the booking

The cancellation of a booking by the customer Internet user is subject to cancellation cost from the publisher as detailed below. The service provider may impose additional fees. The total amount of the cancellation fee shall be notified to the Internet user when the reservation is cancelled. These bookings fees are calculated on the price of the reservation as follows:

- Cancellation 8 days before the excursion date: no charge
- Between the 7th and 4th day before the excursion date: 50%
- Between the 3rd before the excursion date: 100%

For some excursions these can be different. The Internet User is prompted to refer to the specific conditions that shall be specified in each service.

## 5) Settlement of each service.

The price and the general conditions of the services are provided by each professional listed on the website www.sardeo.com.

Prices are indicated in Euros. They are set out with load excluding. It's specified in the tariff conditions to Internet user that professionals can change the tariff at any time.

For Internet Users, it's recommended that out door activities offered by the professionals depend on climatic conditions. They may be postponed or canceled in case of case of absolute necessity or physical impossibilities such as torrential rains, storms, landslides or floods. The Internet User customer will be refunded of the price paid.

The payment of the booking must be made by credit card only.

For payment by credit card online are accepted only card with the "VISA", "Eurocard" or "MASTERCARD" accepted in France, or cards issued under international networks, approved by the Economic Interest Group (GIE) Credit Cards. The validation of the controlling with the credit card number and expiration date has the task of pay the price of the said order.

## 6) The Proof of transactions

Unless was a manifest error of the editor of site www.sardeo.com, the data transferred through the professional website www.sardeo.com have probative force.

They can therefore consist of evidence for the Editor in all litigation.

## 7) Responsibility

#### 7-1) Responsibility for the use of Internet

The Internet User that uses www.sardeo.com site acknowledges the limitations of the Internet in particular with regard to the response time and possible interruptions during data transfer.

The Site Editor www.sardeo.com undertakes in the context of an obligation of means to reduce the risk of cuts, bugs and other anomalies.

In any event, the Site Editor www.sardeo.com doesn't assume any liability for any foreseeable or unforeseeable damage arising from the use or inability to use its website. The latter does not guarantee the accessibility or updating, or relevance of the information on www.sardeo.com site.

The Publisher accepts no liability for any damages incurred as a result of correct or incorrect handling, downloading or any form of lawful, unlawful, authorized or unauthorized from www.sardeo.com Site, even if such harm is due to negligence of the Editor or a third person. The publisher can not be held responsible for including direct, indirect, incidental, special or consequential access to Site www.sardeo.com or use the content of this website.

The publisher does not guarantee that the Site www.sardeo.com or accessible files on this site are exempt to all "Virus", "Trojan horses", "vers" or any other computing programs designed to impair the functioning, disable, damaging, facilitate unauthorized access to your computer system. The Internet User is the only responsible for the implementation of the necessary means to protect its computer system.

In addition, the Site Editor www.sardeo.com reserves the possibility to alter and / or remove all or part of the proposed professional services on its website.

Use of this site www.sardeo.com is limited to personal non-commercial use. The Internet User should not use this website for speculative purposes, false or fraudulent. He agrees not to use robots or other controller to access this www.sardeo.com site without having the prior written permission of the Publisher.

The websites of the professionals are completely independent, despite hypertext links created on the www.sardeo.com site. Therefore, the Publisher of this last site assumes no liability for any damage that may arise through the use of websites of businesses listed on its web pages.

In case of difficulties experienced by the Internet it can contact the Webmaster www.sardeo.com to the following email address: contact@sardeo.com

# 7-2) Responsibility for supplier performance

Professionals listed on the site www.sardeo.com are all legally independent companies.

Each of these professionals is committed to provide to the editor of www.sardeo.com the best most updated information.

The Site Editor www.sardeo.com disclaims any liability for any breaches or bad execution of the services provided by the suppliers listed on the www.sardeo.com site.

It is possible in exceptional cases, that providers of services and / or products can change the date of service, price, included service, improvements, the age limit, etc.. Therefore, Professionals listed on the site www.sardeo.com have the right to cancel, modify or replace any product or service booked at any time, for any reason. In case of refusal from the Internet user who has booked, it will be possible to proceed to a full refund of the price paid. Nevertheless, if the Editor was informed in advance of a change service from one of professionals referenced, the Editor must to do everything possible to help the client in order modify, cancel or revalidate the booking if it's possible.

## 8) Intellectual Property

The access to the website www.sardeo.com doesn't gives consent to the Internet user to use intellectual property for photographs, images, writings and drawings on the site www.sardeo.com

Therefore, the Publisher prohibits the use, reproduction or copying of elements reproduced on this site www.sardeo.com

## 9) Privacy Policy

In France, personal data is protected by the law n ° 78-87 of 6 January 1978, Law No. 2004-801 of 6 August 2004, Article L. 226-13 of the Penal Code and the European Directive of 24 October 1995.

On the occasion of the use of the site <a href="www.sardeo.com">www.sardeo.com</a> can be collected: URL links through which the user accessed the site www.sardeo.com, the provider of the user, the Internet Protocol address (IP) of the user.

In any event the Site Publisher www.sardeo.com does not collect personal information about Internet users frequenting his <a href="www.sardeo.com">www.sardeo.com</a> site and for the need of certain services offered by the website www.sardeo.com

The Internet provides this information on all available information, especially when conducting himself to capture. It is then clear to the user of the website <a href="https://www.sardeo.com">www.sardeo.com</a> the obligation or not to provide such information.

Accordance with Articles 38 and following of the law 78-17 of 6 January 1978 relating to information technology, files and freedoms, every Internet user has a right of access, rectification and restriction of the personal data concerning him, by making a request written and signed, with a copy of the identity document and with signature of the holder of the room, indicating the postal address where the reply should be sent.

No personal information about site users <u>www.sardeo.com</u> is published, exchanged, transferred, assigned or sold to others, without the knowledge of the Internet user.

Only the assumption of redemption of enterprise for the Editor and her rights allow the transmission of such information to the prospective purchaser who in turn it's given the same obligation to retention and amendment data with respect to the site user <a href="https://www.sardeo.com">www.sardeo.com</a>

## 10 Hypertext links and cookies

the site <a href="Www.sardeo.com">Www.sardeo.com</a> contains a number of hypertext links towards other sites, set up with the authorization of the Publisher. However, it's not possible to verify the contents of site visited by each Internet user and accordingly, not assume any liability in this regard. Navigation on the site may cause the installation of cookie (s) on the user's computer. A cookie is a small file which does not allow the identification of the user, but which records information about the navigation of a computer on the site <a href="Www.sardeo.com">Www.sardeo.com</a> The data obtained are intended to facilitate subsequent browsing on the site <a href="Www.sardeo.com">Www.sardeo.com</a> and also enable various measures of attendance.

The Refuse to use a cookie may make it impossible to access certain services. However, users may configure their computers in the following manner, to refuse the use of cookies.

Go on Internet Explorer: tool tab (select the pictogram with shape daisy on the top right) / Internet Options. Click Privacy and select Block All Cookies. Press Ok

Under Firefox: the top of the browser window, click the Firefox button, then go to the Options tab. Click the Privacy tab. Set the rules on conservation: Use custom settings for history. Finally uncheck it to disable cookies.

On Safari: Click on the top right of the browser on the icon menu (symbolized by the daisy). Select Settings. Click Show Advanced Settings. In the "Privacy" section, click Content settings. In the "Cookies" section, you can block cookies.

Under Chrome: Click in the upper right of the browser on the icon menu (symbolized by three horizontal lines). Select Settings. Click Show Advanced Settings. In the "Privacy" section, click preferences. In the "Privacy" tab, you can block cookies.

#### 10 Laws applicable and competent court

Any dispute in connection with use of the site <a href="www.sardeo.com">www.sardeo.com</a> is subject to French law. In addition, shall have exclusive jurisdiction the competent court of Paris.