

GENERAL TERMS AND CONDITIONS EXPLORE IBERIA

1. Identification and Scope

- 1.1. These General Terms and Conditions govern the services provided by Explore Iberia, a trade mark of Elos da Montanha - Cooperativa de Desenvolvimento Rural, C.R.L., with registered office at Lugar da Costinha, Mentrestido, Vila Nova de Cerveira, Portugal, NIPC 507232402, registered in the RNAVT under No. 6374, hereinafter referred to as Explore Iberia.
- 1.2. These terms apply to package travel, tourist programs, excursions, nature tourism activities and related travel services marketed by Explore Iberia, without prejudice to mandatory legal provisions and any specific written conditions applicable to a particular booking.
- 1.3. In the event of conflict between documents, mandatory law shall prevail, followed by the specific booking conditions, the booking confirmation, the package travel contract, the standard information form and these General Terms and Conditions.

2. Booking and Contract Formation

- 2.1. A booking request becomes binding only after written confirmation by Explore Iberia and receipt of the agreed payment, where applicable.
- 2.2. The person making the booking on behalf of other travelers confirms that they are authorized to act on their behalf and to accept the applicable contractual conditions.
- 2.3. Travelers must be at least 18 years old, unless the booking is made by a parent or legal guardian on behalf of a minor.

3. Price and Payment

- 3.1. Prices include only the services expressly identified as included in the booking confirmation, itinerary, proposal or contract documents.
 - 3.2. Unless expressly stated otherwise, prices do not include optional services, personal expenses, gratuities, drinks not expressly included, local taxes charged directly to the traveler, insurance, documentation costs, or any service not specifically described as included.
 - 3.3. Unless otherwise stated in the specific booking conditions, a deposit of 30 percent of the total price is required to confirm the booking and the balance must be paid no later than 30 days before departure or arrival, as applicable to the booked services.
 - 3.4. For bookings made within 30 days before departure or arrival, full payment may be required at the time of confirmation.
 - 3.5. Payments may be made by bank transfer or card, subject to the payment methods made available by Explore Iberia.
 - 3.6. No card surcharge applies to consumer debit or credit cards where prohibited by applicable law.
 - 3.7. Any bank charges, transfer fees or similar payment costs are borne by the traveler unless otherwise agreed in writing.
- tract before departure if the number of participants is lower than the minimum stated in the contract, provided the traveler is informed within the legally applicable deadline, or if Explore Iberia is prevented from performing the contract due to unavoidable and extraordinary circumstances.

4. Price Changes

- 4.1. Prices may only be changed where such possibility has been expressly reserved and only as a direct consequence of changes in fuel or other energy costs, taxes or fees imposed by third parties not directly involved in the performance of the package, or exchange rates relevant to the booking.
- 4.2. Any price increase shall be communicated on a durable medium, with justification and calculation, and may not be imposed within 20 days before the start of the package travel.
- 4.3. If the price increase exceeds 8 percent of the total package price, the traveler may terminate the contract without paying a termination fee.
- 4.4. Where the contract allows price increases, the traveler is also entitled to a corresponding price reduction if the relevant costs decrease, less any justified administrative expenses where legally permitted.

5. Changes Before Departure

- 5.1. Explore Iberia may not unilaterally alter essential terms of the contract except as permitted by law.
- 5.2. If, before departure, Explore Iberia is forced to significantly alter any essential characteristic of the travel services, cannot meet a special requirement previously accepted, or proposes a price increase exceeding 8 percent, the traveler shall be informed without undue delay and may accept the proposed change, accept a substitute package if offered, or terminate the contract without penalty.
- 5.3. Where the traveler terminates the contract under this clause, all amounts paid shall be refunded within the legally applicable period.

6. Transfer of Booking

- 6.1. The traveler may transfer the package travel contract to another person who satisfies all conditions applicable to the booking, by giving reasonable notice before departure.
- 6.2. The transferor and transferee shall be jointly and severally liable for payment of the balance due and any justified additional costs resulting from the transfer.

7. Cancellation by the Traveler

- 7.1. The traveler may cancel the booking at any time before departure by written notice to Explore Iberia.
- 7.2. Unless otherwise stated in the specific booking conditions, the following standard cancellation charges apply:
 - More than 30 days before departure or arrival: 10 percent of the total cost.
 - From 29 to 15 days before departure or arrival: 50 percent of the total cost.
 - Less than 15 days before departure or arrival, or no-show: 100 percent of the total cost.
- 7.3. Any additional non-refundable third-party costs apply only where Explore Iberia has already confirmed or paid external suppliers on the traveler's behalf and cannot recover those amounts. These may include accommodation, transport, activities, permits, entrance fees, special services or similar supplier charges.
- 7.4. If the traveler terminates the contract because of unavoidable and extraordinary circumstances at the destination or its immediate vicinity that significantly affect the performance of the package or the transport of passengers to the destination, no cancellation fee shall apply and a full refund shall be due in accordance with applicable law.

8. Cancellation by Explore Iberia

- 8.1. Explore Iberia may terminate the contract before departure if the number of participants is lower than the minimum stated in the contract, provided the traveler is informed within the legally applicable deadline, or if Explore Iberia is prevented from performing the contract due to unavoidable and extraordinary circumstances.
- 8.2. In such cases, the traveler shall be entitled to a full refund of payments made, without additional compensation, except where mandatory law provides otherwise.
- 8.3. Explore Iberia may refuse participation or terminate the participation of a traveler, without obligation to refund unused services attributable to that traveler, where the traveler's conduct seriously disrupts the trip, endangers persons, animals or property, breaches lawful instructions, or violates applicable legal, environmental, health or safety rules.

9. Performance of Services

- 9.1. Explore Iberia is responsible for the performance of the travel services included in the contract, irrespective of whether such services are to be performed by Explore Iberia or by other service providers.
- 9.2. The traveler shall inform Explore Iberia, without undue delay, of any lack of conformity identified during the trip, so that it may be remedied where possible.
- 9.3. The traveler may be entitled to an appropriate price reduction and/or compensation for damages resulting from any lack of conformity, except where Explore Iberia proves that the lack of conformity is attributable to the traveler, to a third party unconnected with the contracted services and unforeseeable or unavoidable, or to unavoidable and extraordinary circumstances.
- 9.4. No refund shall be due for services voluntarily not used by the traveler, except where mandatory law provides otherwise.

10. Assistance to Travelers

- 10.1. Explore Iberia shall provide appropriate assistance to travelers in difficulty, where legally required.
- 10.2. Explore Iberia may charge a reasonable fee for such assistance if the difficulty was caused intentionally or negligently by the traveler, provided that such fee does not exceed the actual costs incurred.

11. Traveler Responsibilities

- 11.1. Each traveler is solely responsible for holding valid and adequate travel documents, including identity documents, passports, visas, travel authorizations, health documentation and any other legally required documents.
- 11.2. Explore Iberia is not responsible for denied boarding, denied entry, refusal of visas, or inability to participate in any service resulting from missing, invalid or incorrect documentation or inaccurate personal details supplied by the traveler, except where mandatory law provides otherwise.
- 11.3. The traveler must comply with all applicable laws, regulations, safety rules, environmental rules and reasonable instructions issued by Explore Iberia or by service providers during the trip.
- 11.4. The traveler is responsible for ensuring that they meet the physical, medical and practical requirements of the booked activities and for bringing any personal equipment or clothing identified as necessary for participation.

12. Accommodation, Transport and Operations

- 12.1. Accommodation classification and standards are those officially established by the competent authorities of the country or region where the accommodation is located.
- 12.2. Unless expressly stated otherwise, prices are based on shared occupancy. Single rooms, triple rooms, extra beds and special accommodation requests are subject to availability and may imply a supplement.
- 12.3. Room allocation, check-in and check-out times, transfers, baggage conditions and transport schedules are subject to the rules of the relevant service providers.
- 12.4. Delays, timetable changes, route changes, closures, restricted access, local festivities, public holidays, weather conditions or other circumstances outside the control of Explore Iberia may affect the performance of some services. Explore Iberia shall not be liable beyond the limits imposed by applicable law, but shall provide assistance where legally required.

13. Insurance and Legal Guarantees

- 13.1. Explore Iberia maintains the legally required guarantees for the exercise of its activity in Portugal, including mandatory civil liability insurance and the legally applicable insolvency protection mechanisms.
- 13.2. Unless expressly stated otherwise in writing, the travel price does not include optional personal travel insurance, cancellation insurance, baggage insurance, accident insurance, medical assistance insurance or repatriation cover.
- 13.3. Travelers are strongly advised to obtain adequate personal insurance appropriate to the nature, duration and destination of the trip and to any included activities.

14. Personal Data Protection

- 14.1. Explore Iberia processes personal data in accordance with Regulation (EU) 2016/679 and Portuguese Law No. 58/2019.
- 14.2. Personal data are processed for reservation management, contract performance, operational delivery of services, communication with travelers, compliance with legal and regulatory obligations, accounting, complaints handling, insurance management, safety management, and the exercise or defence of legal claims.
- 14.3. Only personal data necessary for the relevant purposes shall be collected and processed.
- 14.4. Personal data may be shared with service providers, local partners, insurers, public authorities or other entities where necessary for the performance of the contract or compliance with legal obligations, and only to the extent necessary for those purposes.
- 14.5. Personal data shall be retained only for the period necessary for the purposes for which they were collected and, where applicable, for the periods required by law or necessary for the establishment, exercise or defence of legal claims.
- 14.6. Data subjects may exercise their applicable rights by contacting Explore Iberia through the contact details indicated in the booking documentation.
- 14.7. Any use of photographs or videos of participants for promotional purposes shall depend on prior express consent or other lawful basis where applicable.

15. Complaints and Dispute Resolution

- 15.1. Any issue arising during the trip should be communicated to Explore Iberia as soon as reasonably possible so that it may be addressed where possible.
- 15.2. Complaints submitted after the trip should be made in writing and accompanied, where available, by relevant supporting evidence.
- 15.3. Any internal time limit for complaint handling shall not prejudice the traveler's mandatory legal rights.
- 15.4. Travelers may also use the legally available complaints mechanisms, including the complaints book, competent alternative dispute resolution entities where applicable, Turismo de Portugal, I.P., and the competent courts.

16. Insolvency Protection

- 16.1. Explore Iberia has subscribed to the legally required insolvency protection mechanisms applicable to travel and tourism agencies in Portugal, including the Fundo de Garantia de Viagens e Turismo, where applicable under Portuguese law.
- 16.2. In the event of insolvency, reimbursement of payments made and, where applicable, repatriation shall be ensured in accordance with the applicable legal regime.

17. Applicable Law and Severability

- 17.1. These General Terms and Conditions are governed by Portuguese law, without prejudice to mandatory European Union law and any mandatory provisions protecting travelers.
- 17.2. Any clause found to be invalid, void or unenforceable shall not affect the validity of the remaining provisions, which shall remain in full force and effect.
- 17.3. Any dispute that cannot be resolved amicably shall be submitted to the court having jurisdiction under applicable law, without prejudice to mandatory rules on jurisdiction and to legally available alternative dispute resolution mechanisms.