

## TRIPS GENERAL CONDITIONS

### 1. ROLE OF LOCALIZING

Localizing operates exclusively as a digital intermediary for the promotion and booking of individual tourist services provided by third-party suppliers. Localizing does not act as a tour operator or organizer of package holidays pursuant to Directive (EU) 2015/2302 and Italian Legislative Decree no. 79/2011.

### 2. SUBJECT OF THE CONTRACT

The contract governs the intermediation activity carried out by Localizing for the booking of single tourist services, such as accommodation, activities, experiences or other standalone tourist services.

### 3. PRIVACY PROTECTION

The traveller authorises the organiser to use and communicate their personal data to third parties in relation to obligations related to service contract pursuant to the current European Regulation on privacy and personal data protection.

### 4. EXCLUSION OF PACKAGE HOLIDAYS

The services offered through the platform do not constitute package holidays or linked travel arrangements. Each service/activity is sold individually and governed by the terms and conditions of the relevant third-party provider.

### 5. FITNESS FOR TRAVEL

The traveller is invited to take a careful look at these Trips General Conditions in order to have full knowledge of the Localizing offer, as well as the type and characteristics of the services. It is the traveller's responsibility to choose activities that are suitable for their psycho-physical conditions and to contact Localizing at the email address [info.localizing@gmail.com](mailto:info.localizing@gmail.com) in case of doubts or requests for clarification in this regard.

The services offered by Localizing are not suitable for all types of travellers. In the case of travellers with reduced mobility or people in need of specific medical assistance, the traveller must contact Localizing before booking at the email address [info.localizing@gmail.com](mailto:info.localizing@gmail.com) to obtain more information about the activities and to agree, if possible, on particular methods necessary or useful to enable participation in safe conditions.

Localizing reserves the right to refuse the booking of the traveller in the event that the characteristics of the activity is incompatible with, or excessively risky to, the health or safety of the traveller. In this case, Localizing will refund the amount already paid. The cost of flights and other services purchased individually will not be reimbursed.

## 6. CONTRACT CONCLUSION

The contract between the user and the service provider is concluded directly between them. Localizing intervenes solely as an intermediary and is not a contractual party in the execution of the service.

## 7. PAYMENTS AND COMMISSIONS

The user pays Localizing a fee for the intermediation service. The fee is refundable if the cancellation is made at least 30 days before the travel date (first day of the trip). For cancellations made at least 15 days before the travel date (first day of the trip), the fee will not be refunded in cash but will be issued as a voucher of equal value, which can be used for another trip. For cancellations made less than 15 days before the travel date (first day of the trip), the intermediation fee will not be refunded.

## 8. PRICES

Prices of services are determined by third-party providers and may vary. Localizing is not responsible for price changes applied by service providers.

## 9. MODIFICATIONS AND CANCELLATIONS

Any modification or cancellation of the booked service is governed exclusively by the conditions of the service provider. Localizing has no control over such policies.

## 10. LIABILITY

Localizing is not responsible for the proper execution of tourist services. Any liability related to service performance lies exclusively with the third-party provider.

## 11. USER OBLIGATIONS

Users must provide accurate information and comply with the conditions imposed by service providers. Users are responsible for verifying travel documents, health requirements and insurance coverage.

## 12. APPLICABLE LAW AND JURISDICTION

These General Conditions are governed by Italian law. Mandatory consumer protection rules of the country of residence of the user remain unaffected.

## 13. COMPLAINTS

Any complaints regarding service execution must be addressed directly to the service provider. Complaints regarding intermediation services may be sent to [info.localizing@gmail.com](mailto:info.localizing@gmail.com).

## 14. FINES, DEDUCTIBLES AND DAMAGE CAUSED WHILE DRIVING VEHICLES

The traveller is responsible for the payment of any fines and other sanctions, for the payment of any deductibles and for compensation for any damage caused to

persons or property while driving vehicles used during the trip; the traveller responsible for the accident will also be responsible for the payment of any management costs incurred by Localizing.

#### 15. WAIVER

During a given activity, photos and videos may be taken that include the traveler (the "Images"), both to enhance their participation in the purchased experience and for promotional purposes.

By purchasing the activity – therefore, by accepting the General Terms and Conditions – the traveller assigns free of charge to Localizing the right to use, disseminate, reproduce, process, modify, publish, communicate to the public, transmit, on any medium, including on social network pages, the images for Localizing's informative and promotional purposes. In any case, the traveller is free not to participate in the shots/photos and/or to revoke this authorisation at any time by writing to Localizing.

#### 16. OFFENSES COMMITTED ABROAD

The law makes offenses related to prostitution and child pornography punishable by imprisonment, even if committed abroad.

#### 17. LIMITATION OF LIABILITY - HEALTH, ALLERGIES, ALCOHOL, INJURIES

The Organizer shall not be held liable for any injury, illness, allergy reaction, accident, loss, damage or harm of any kind, whether physical, psychological, moral or emotional, suffered by the Participant during the execution of the activity, except in cases of wilful misconduct or gross negligence directly attributable to the Organizer. In particular, the Organizer shall not be responsible for:

- Any food or drink-related allergies or intolerances, including reactions caused by local cuisine, beverages, or cross-contamination;
- The consumption of alcoholic beverages or substances voluntarily assumed by the participant;
- Injuries, accidents, illnesses or physical harm occurring during activities including self-organized activities;
- Damages resulting from the Participant's failure to follow safety instructions, local laws, or reasonable guidance provided by service providers;
- Localizing acknowledges that travel may involve inherent risks and agrees to assume full responsibility for their own health, physical condition, and personal safety throughout each activity

#### 18. FINAL PROVISIONS

Should any clause be deemed invalid, the remaining clauses shall remain fully effective.