

GENERAL CONDITIONS OF USE

Introductory provisions

CIVITATIS, owner of the Website www.civitatis.com (hereafter the "Website"), is a company dedicated to the reservation and sale of activities, excursions guided tours and other touristic activities throughout the world, for those Users who are interested in contracting said services.

CIVITATIS places a platform www.civitatis.com at the disposition of its Users, through which a natural or legal person (hereafter "the User", "Users", "the Client", or "Clients") can reserve tourist activities, excursions, guided tours and transfers.

The details of CIVITATIS are as follows:

- **Name:** CIVITATIS TOURS, S.L.
- **Spanish Fiscal Identification Number:** B-86899440
- **Address:** Calle Coloreros 2, 28013, Madrid, Spain
- **Contact Email:** reservas@civitatis.com
- **Internal Complaint Management System:**

www.civitatis.com/en/contact/

1.- GENERAL CONDITIONS OF WEBSITE USE AND ACCESS

If you access, view, or use the materials, content, or services via the Website, this implies that the User understands and accepts these General Conditions of Use, which define the rights and obligations of CIVITATIS and the User, regards the contraction of touristic activities, guided tours and transfers.

These are the only General Conditions of Use applicable to the use of the Website (notwithstanding that some services may entail specific conditions) and to the contraction of services which supersede any other conditions, except in the case of a previous agreement in writing between CIVITATIS and the User.

To access the Website, User registration is not required. However, to be able to contract any of the services offered by CIVITATIS it is required that the User registers and accepts these conditions before making the corresponding payment.

2.- PURPOSE OF THE WEBSITE

CIVITATIS has developed this Website to offer the User a service to reserve activities, excursions, and guided tours in different countries around the world.

CIVITATIS also offers pickup and transfer services on the Website, which permits the User to contract a private vehicle that will pick them up and transfer them from one point to another within the cities where CIVITATIS offers this service.

CIVITATIS informs you that the activities, excursions and guided tours, as well as the transfers, are services provided by third parties, who collaborate with CIVITATIS (hereafter the Provider/s). Therefore, **CIVITATIS IS LIMITED EXCLUSIVELY TO THE RESERVATION OF ACTIVITIES, EXCURSIONS, GUIDED TOURS AND TRANSFERS, AROUND THE WORLD, WHICH ARE THEMSELVES UNDERTAKEN DIRECTLY BY THE PROVIDERS.**

In addition, via the Website, CIVITATIS offers its Users free travel guides to different destinations, which include photographs, information on

transport, the most important tourist sites, an interactive map and different recommendations and advice related to the destination. The access and consultation of said travel guides can only be done online, and their commercialisation is prohibited, with the User accepting this use and being responsible for misuse and unauthorised use.

In general, the contraction of the services offered by CIVITATIS will take place between the User and CIVITATIS, although with certain providers CIVITATIS will be limited to offering its Website as an online platform through which providers offer their services to be contracted directly by Users. The form of agreement will be indicated in the voucher of the activity.

In this latter case, the User, when finalising the reservation, establishes a contractual relationship with the provider with whom they have reserved the activity or transfer. CIVITATIS will act as an intermediary between the User and provider, limited to transmitting the relevant reservation details to the provider and sending the User an email confirmation of the reservation in place of the provider.

The information displayed by CIVITATIS through the Website is, in any case, based on the information provided by the local providers.

3.- RESERVATION WITH CIVITATIS AND REGISTRATION ON THE WEBSITE

To make reservations via the Website, the User will have to provide their personal details (name, surname, e-mail, telephone and mobile number), or the information of the person in whose name the activity or transfer is being reserved so that CIVITATIS can make the reservation solicited by the User.

Users can also create a User Account by filling out the registration form on the Website. On this account, the User will create a profile which will provide access to a private area of the Website, through which they can manage all the reservations made through said Website.

By accepting these General Conditions of Use, Users state that they will provide correct, exact, current and complete data about their identity, or the person in whose name the activity or transfer is being reserved. In this way, the Users will be responsible for the accuracy of the data given to CIVITATIS and for any consequences which could arise from errors in this information.

Users will bear full responsibility for the use of their account. Therefore, they will also be responsible for the care and confidentiality of their Username and/or passwords which permit access to their account, and state that they will not provide use to third parties, whether temporary or permanent, nor provide access to said third parties.

In accordance with the former, Users must immediately notify CIVITATIS at www.civitatis.com/en/contact/ of any unusual activity regarding their User name and/or password, arising from circumstances such as theft, loss, or unauthorised use, so that CIVITATIS can proceed to cancel or block as soon as the undue use of your User Account is known. If you fail to communicate the above, CIVITATIS will be exempt from any responsibility for the consequences of undue use of the Username or password by unauthorised third parties.

The CIVITATIS activity recommendation system used to offer Users the best experiences is based on the following parameters:

- Number of reservations

Availability

Cost

Rating

However, Users can select determined filters or criteria in each city where they want to do an activity so as to get the results that meet their tastes, parameters and expectations.

4.- SPECIFIC CONDITIONS REGARDING THE RESERVATION OF ACTIVITIES, EXCURSIONS AND GUIDED TOURS

Reservations made by each User via the Website are subject to specific conditions that apply to each activity, excursion or guided tour. The User can find these conditions in the activity's description on the Website, and in the confirmation email sent by CIVITATIS after the reservation is made.

4.1 – General Conditions Applicable to all Services.

In general, the reservation of activities, excursions and guided tours that CIVITATIS promotes on its Website are subject to the following conditions:

- The dates and schedules of the activities, excursions and guided tours published on the Website have been pre-established by the providers and cannot be modified. The only way the date and time of an activity could be modified would be when the User has contracted a private service, in which case this modification would need to be requested via the contact form on the Website, available at www.civitatis.com/en/contact/. In any case, the response of CIVITATIS will depend on the conditions of each provider.
- Users can modify the details of their reservation if the conditions of the activity, excursion, and/or guided tour permit this. To be able to make this modification, the User should log in using the link sent in

the confirmation email, or directly from the panel available in the User Account under the section marked "Reservations".

- The minimum notice period to book an activity varies depending on the activity, excursion and/or guided tour that the User would like to reserve. This can be seen in the details of the activity on the Website. CIVITATIS informs you that it is impossible to reserve an activity with less notice than that which has been indicated in the corresponding activity.

To reserve an activity, excursion or guided tour privately, please contact CIVITATIS via the contact form available at www.civitatis.com/en/contact/.

4.2. – Specific conditions relating to the information of the activity, excursion and/or guided tour reserved.

The meeting point, date, time, duration and all necessary information for the activity, excursion and/or guided tour reserved can be found in the description of each service, both on the Website and in the confirmation email that CIVITATIS sends to the User once the reservation is made.

In the confirmation email, as well as giving you all the information regarding the reserved service, CIVITATIS may provide the User with a reservation voucher for the activity, activity, excursion and/or guided tour or CIVITATIS will inform the User about the arrival of an email from the provider with the justification being that the User should present this to the provider before the activity begins, or once it's finished, depending on the specific conditions established by the provider.

Users must be punctual and be at the meeting point at the time and on the day indicated on their voucher, as all activities, excursions and/or guided tours have a specific departure time, and it is impossible to modify

the start time.

Duration of the activities, excursions and/or guided tours published on the Website are of a referential nature and could be subject to changes depending on the functioning of the service on the day or a factor external to the provider and/or CIVITATIS such as adverse weather, traffic, demonstrations etc.

If, once the User is at the destination and has questions relating to the service reserved, and in particular with the meeting point of the activity, excursion or visit, the User can contact the provider on the telephone that appears in the voucher CIVITATIS sends when confirming the reservation.

CIVITATIS informs you that the provider may request you to show your voucher before the tour begins. CIVITATIS does not accept any responsibility should the User not do so.

4.3. – Specific conditions related to the reservation of a Free tour

Without prejudice to the fact that the conditions set out in sections 4.1 and 4.2 shall also apply, joint bookings made by the same User for groups of more than six (6) people shall not be accepted, nor shall their subsequent participation in the Free tour for all of them, even if different bookings have been made by the same User for several people who, together, exceed the number of six (6) people attending in total. If the User registers with different fraudulent accounts with the intention of breaching this condition, they may be blocked by CIVITATIS, although this clause shall also apply to the User.

5.- CONDITIONS SPECIFIC TO THE RESERVATION OF TRANSFERS

Each transfer offered by CIVITATIS on the Website is subject to certain conditions which the User can consult in the description of the transfer in question (found on the Website), or in the confirmation email that CIVITATIS sent when the reservation was made.

Notwithstanding, Users should take into account the following:

- There are no supplements for luggage. The prices on the CIVITATIS Website are final and there is no additional cost (as long as the luggage fits in the reserved vehicle). The price indicated on the Website is per contracted vehicle and includes tolls and tips for the driver. Should luggage exceed the capacity of the reserved vehicle, the User bears responsibility for any extra charge.
- Private service: The CIVITATIS transfer service is private, meaning that the vehicle can only be used by clients who have contracted the service. In some destinations you will be offered the option of a shared transfer, meaning that the transfer will be shared with other clients and with a cheaper tariff.
- Vehicle seats: the number of seats indicated on the Website is the maximum number of passengers who can travel in the vehicle not including the driver. Please bear in mind that a child occupies one seat, like an adult.
- Pickup time: with transfers from the airport, the User should indicate the flight number and scheduled arrival time of their flight. With other transfers, the User must only indicate the time they would like to be picked up.
- Modification of the reserved transfer: The User can modify the transfer if the conditions of the service permit it. The User can modify the transfer using a link which CIVITATIS will include in the confirmation emails, or directly from their User account.

- Contact with the driver: In the confirmation email, CIVITATIS will detail the name, email and emergency contact of the provider (or driver) in case the User can't find the driver or encounters a problem.
- Stops on the journey: If the User has to make a stop during the journey (for example if Users are staying at two different hotels), these stops will imply an additional cost, which varies by city.
- Location of the destination: if the address of the destination is outside the centre of the city, this will imply an additional cost.
- Modifications of the agreed route: If the User would like to modify the agreed route, this may imply additional costs which will be the responsibility of the User.

6.- RESERVATION FARES

The contracting conditions of CIVITATIS' reserved services will be formalized once the Users have completed and accepted the activity or transfer reservation form and this has been confirmed, with the reservation and payment processes having been completed correctly.

Prices will be indicated by CIVITATIS when the reservation of the activity or transfer chosen by the User is being made. All services are confirmed immediately and payment should be made immediately by credit or debit card (Visa or Mastercard) or via PayPal.

In general, CIVITATIS takes payment via the web page of the activity, excursion, guided tour and/or transfer reserved by the User. However, there are some services whose providers permit that, when making the payment, the User pays a part of the total and when arriving to take part in the activity, excursion, guided tour and/or transfer the User will have to pay

the remaining amount. In any case, this aspect of the conditions depends on each local supplier.

These prices are expressed in Euros (€), Dollars (\$), Pounds Stirling (£), Mexican Pesos (\$), Argentinian Pesos (\$), Brazilian Reals (R\$) or Peruvian Sols (S/), with tax included, and with the total value indicated in the final step when contracting the service.

Usually, CIVITATIS does not apply discounts in its services, unless it is established in the conditions of the corresponding activity, day trip, guided tour and/or transfer.

Having made the reservation, Users will receive an email which confirms receipt of payment for the contracted service and will provide a receipt for said services. The User should take into account that this receipt is not equivalent to the corresponding invoice for the contraction of these services. The User can solicit this invoice once the reservation has been formalised via the Website.

The User can download documentation regarding the contraction of services by CIVITATIS via the Website. In some cases, the necessary documentation to take this service will be sent via email to the User by the provider. If the reservation is cancelled, the conditions in section 7 of these conditions apply, and CIVITATIS will send the relevant rectifying documents to the User.

If the service contracted takes place outside Spain, CIVITATIS will send a purchase receipt and Users will be able to request an invoice from the provider.

If the service contracted takes place within Spain, CIVITATIS will send an invoice for the supply of services as intermediaries in the provider's place, in accordance with the Disposición Adicional 4ª del Real Decreto 1619/2012, of the 30th November, which is the regulation under which invoicing obligations falls.

Users shall notify CIVITATIS of any undue or fraudulent charges on the card that was used for the purchase by writing to www.civitatis.com/en/contact/ as soon as possible so that CIVITATIS can take the necessary steps.

In order to offer you Klarna's payment methods, we may pass on your personal data to Klarna in the form of contact as well as order details in the payment process, in order for Klarna to assess whether you qualify for its payment methods and also to adapt the means of payment available to you. Your transferred personal data is processed in accordance with [Klarna's privacy policy](#).

Activities booked through actions or transactions with indications of being fraudulent may be cancelled by Civitatis.

7.- CANCELLATION POLICY

Notwithstanding the User's rights with regard to cancellations of package travel services, which are subject to the provisions of the Spanish Royal Legislative Decree 1/2007, of 16 November, approving the revised text of the General Law for the Defence of Consumers and Users and other complementary laws (hereinafter, "**General Law of Consumers and Users**"), each of the services advertised by CIVITATIS on the Website (activities, excursions, guided tours and transfers) has a specific cancellation policy, which the User can consult in the description of the activity (on the Website), as well as in the confirmation email sent by CIVITATIS once the booking has been made.

Each service provided by CIVITATIS on the present Website (activities, day trips, guided tours and transfers) has its own specific cancellation policy. The User can check each specific cancellation policy in the description part of each activity (in the Website) or on the confirmation email that CIVITATIS will send the User once the reservation has been made.

Hence, the specific cancellation conditions will be applicable to each service, which establish the cancellation time and possible penalisation.

CIVITATIS will manage cancellations and will confirm the cancellation policies of each activity, excursion, guided tour and/or transfer.

If the PROVIDER does not have availability on the reserved date, CIVITATIS will offer the customer an alternate date or schedule, which must be accepted or declined by the customer. If no reply about the alternative option is received within 72 hours, the booking will be cancelled and refunded immediately. In either case, CIVITATIS will send the relevant documentation.

IN ACCORDANCE WITH THE ABOVE, AND BY ACCEPTING THESE GENERAL TERMS OF USE, THE USERS DECLARE TO HAVE EXPRESSLY READ AND ACCEPTED THE PRESENT CANCELLATION POLICY AND HEREBY AGREE TO THE CANCELLATION POLICIES OF EACH ACTIVITY, DAY TRIP, GUIDED TOUR AND / OR TRANSFER THAT ARE RESERVED ON THE PRESENT WEBSITE.

8.- CONDUCT ON THE WEBSITE

Users will not make licit, honest and correct use of the information and content accessed via the Website, and all this comes under the principles of good faith, respecting legality and the present General Conditions. In particular, but not limited to, Users should not:

- i. Register or communicate details which are not correct, exact, complete and/or current, nor access the Website using the name, details or password of another User, or supplant any other person or identity.
- ii. The User may not access or use the Website or the Entity's systems or services in any way that CIVITATIS might judge to be illegal, fraudulent or related to any criminal activity.
- iii. Introduce or transmit electronic viruses which could make unauthorised alterations in the content or integrated systems of the Website.
- iv. Create a profile, or use the Website to use or reuse any illegal, offensive, abusive, indecent, defamatory, obscene or threatening material, or that constitutes an infringement of Intellectual Property rights, trademarks, confidentiality, privacy or any other right, or is otherwise offensive, reprehensible to third parties, or whose content has computer viruses, political propaganda, advertising, chain mail, mass mailing or any other type of spam and, in general, any content that can cause any kind of necessary inconvenience.
- v. Download, send, or distribute in any other way content or applications which could fall foul of any active legislation or impinge on the rights of any third party.

CIVITATIS reserves the right to deny any access to the Website or cancel User accounts should they be related to incorrect use of the Website, in accordance with the terms established in this clause.

9.- OPINIONS, COMMENTS, COMMUNICATION, AND OTHER CONTENT

Users who reserve activities, day trips, guided tours, and/or transfers on CIVITATIS may publish their reviews and opinions on the Website.

To do so, CIVITATIS will send Users an email when the activity or transfer is over so that they may review their experience and service provided by CIVITATIS.

When CIVITATIS receives a User's review, it will be reviewed and published on the Website as soon as possible.

Under no circumstance will CIVITATIS publish false, intimidating, obscene, threatening, degrading, or that promotes violence against a particular group of people in any way. The Website cannot be used for advertising, promoting companies or businesses, brands, or personal elements. CIVITATIS will only publish User's reviews that correspond to the service reserved by the User.

In particular, CIVITATIS reserves the right to not publish reviews that include the following words and phrases:

- i. Discriminatory remarks: In no case will CIVITATIS publish Users' remarks that are offensive, unsuitable or derogatory to an individual and that violate the right to personal and family rights and taint the self-image or dignity of a person. All comments that are racist, sexist, discriminating in terms of nationality, opinion or disability or any other personal or social circumstance are also forbidden.
- ii. Illegal activities: It is forbidden to upload content that promotes illegal activities or that include obscene or defamatory content.

- iii. Violence: It is expressly forbidden for the reviews to include texts that promote violence and/or that include sexual violence or violence against animals and/or people.
- iv. Degrading content: It is forbidden to upload reviews or opinions that are intimidating, threatening, degrading or any content that promotes violence against an individual or a determined collective.
- v. False content: Reviews that may contain "like" statements on social networks are expressly prohibited.
- vi. Promotional content: It is expressly forbidden to commission third parties to promote someone's own products.
- vii. Manipulated and extrapolated content: It is expressly forbidden to publish reviews that have been manipulated or that there are indications that they may have been manipulated so that only positive reviews are published. Furthermore, it is not permitted that these reviews and social approvals can be extrapolated or linked to different but related content, in order to avoid forcing a positive opinion of the User.

Communications between CIVITATIS and the Users should be made by email with an acknowledgement of receipt or via another means of communication.

- i. Communication to CIVITATIS must be sent to reservas@civitatis.com or to www.civitatis.com/en/contact/
- ii. Communication to the Users will take place using the email used to register.

10.- PRODUCT LIABILITY

Notwithstanding the liability in package travel services which are subject to the provisions of the General Law of Consumers and Users, and by way of illustration, but not limitation, CIVITATIS is not liable for the following circumstances:

- i. Users that cancel a service after the deadline date. CIVITATIS is not liable under any concept to repay the amount paid by the Users when they have not complied with the cancellation period stipulated in the cancellation policy applied to each service.
- ii. When Users are late to the activity's meeting point on the day of the activity (reserved guided tour, day trip and/or transfer). This means that CIVITATIS will not assume any responsibility if the User is late for the activity or misses his or her transfer due to lateness and/or for not finding the correct meeting point.
- iii. When the local providers turn Users away from an activity, day trip and/or guided tour because the User does not provide the corresponding voucher, either printed or downloaded on their smartphone (according the Provider's requirements).
- iv. When the Users' property is damaged or stolen during the activity, day trip, guided tour booked or during the transfer service reserved.
- v. When Users suffer an accident, an injury or any type of damage during the activity, day trip, guided tour and/or transfer service. Moreover, Users that suffer an accident or injury before the day of the activity and which impedes them to enjoy the service booked.
- vi. When the transfer service does not arrive at the meeting point because the information provided by the User is incorrect or mistaken concerning the time and address.
- vii. When Users miss their flights, trains, buses or any other means of transportation, as a consequence of not having reserved the transfer service far enough in advance, as recommended by CIVITATIS. Users

are responsible for knowing their departure time (flight/train/bus) and reserving the corresponding transfer service with sufficient time.

- viii. For the weather conditions in which the local provider carries out the activities, day trips and guided tours reserved by the Users. Under no circumstance is CIVITATIS responsible for these circumstances, in which case service is believed to have been carried out correctly.
- ix. For the quality of the service provided by the local provider.
- x. For situations where the activities, excursions or guided tours have been completed, taking in the major points of interest, but the duration has changed a little due to any factor outside the control of the provider and/or CIVITATIS. In this situation, the service will be taken to have been carried out correctly.
- xi. For complaints and refunds regarding the service contracted by the User which come under the purview of the local provider, with not taking into account that CIVITATIS may collaborate with the User in order to attend to their refund.

Furthermore, and in the case of the User contracting services directly with the Provider, CIVITATIS will not be responsible for:

- xii. The completion of any obligation, be it financial or otherwise, as a consequence of the service provided by the Provider. CIVITATIS is not responsible for any kind of financial obligation in relation to the services provided.

Likewise, in no event shall CIVITATIS be liable or made responsible or provides any guarantee for any type of damage caused by the access or

usage of the Contents or the Website. CIVITATIS is not liable of the following circumstances:

- xiii. If the Website and / or its services or Contents are unavailable, under maintenance or are incorrectly used, excluding, to the maximum extent permitted by current legislation, any liability for damages that may be related to the lack of availability or continuity of the Website and its Content enabled.
- xiv. Technical errors due to third parties or force majeure which causes the Website to function incorrectly.
- xv. By reasons of force majeure, for example, failure, suspension or interruption of services or use of the Website, as a result of an Internet blockage, third parties' actions or omissions, or any other independent causes or circumstances that prevent the normal use of the Website.
- xvi. Any illicit, negligent and fraudulent usage of the Website which are contrary to these Terms of Use. Or in good faith, of the Website and its Contents, on behalf of the Users.

CIVITATIS reserves the right to take legal action considered opportune and that by law correspond the company against Users who violate the dispositions outlined above, and in general, for failure to fulfil these General Terms of Use.

With regard to any package travel services offered by CIVITATIS to which the provisions of the General Law of Consumers and Users apply, if after having selected and paid for a package travel service with another company, the User books additional travel services for his/her trip through CIVITATIS, he/she will NOT enjoy the rights that apply to package travel by virtue of the revised text of the General Law of Consumers and Users.

Therefore, CIVITATIS will not be liable for the correct provision of such additional travel services. In the event of problems, the User should contact the corresponding service provider.

However, if the User books additional travel services during the same visit on the CIVITATIS Booking Website, these services will form part of linked travel services. In this case, as required by European Union law, CIVITATIS has signed a protection guarantee to refund the User for payments made to CIVITATIS for services that have not been provided due to the insolvency of CIVITATIS and, if necessary, for repatriation. Please note that no refund will be made in the event of insolvency of the relevant service provider.

CIVITATIS has entered into an insolvency protection guarantee with the guarantor entity in the event of insolvency, contract number 8-10.214.236-B, with the insurance company Seguros Catalana Occidente, S.A. de Seguros y Reaseguros, Sociedad Unipersonal. The company's tax identification number is A-28119220 and its registered address is located at Paseo de la Castellana 4, 28046 Madrid (Spain). Seguros Catalana Occidente, S.A. de Seguros y Reaseguros, Sociedad Unipersonal is registered in the Trade Registry of Madrid, Page M-91458. Telephone number: +34 932 220 212.

If services are not provided due to the insolvency of CIVITATIS, Users may contact said entity or, where applicable, the competent authority.

11.- INTELLECTUAL PROPERTY

11.1 Intellectual and Industrial property regarding the CIVITATIS Website.

Any and all intellectual property rights associated with the Website and its contents are the sole property of CIVITATIS or third-party Websites. All designs, texts, custom graphics, logos, icons, buttons, software, names, brands, industrial drawings and other items that appear on the Website are the property of CIVITATIS and other entities that have granted CIVITATIS the right and license to use such Marks and may not be used or interfered with without the written consent of CIVITATIS or the third-party entities.

None of the Website's Content and/or information may be modified, reproduced, republished, translated into any other language, distributed or re-transmitted in any form or by any means without prior written consent from CIVITATIS in compliance with the Royal Legislative Decree 1/1996, 12 April, which approves the Consolidated Text of the Intellectual Property Law, as well as Law 17/2001, 7 December, of Trademarks and the complementary legislation in matter of Intellectual and Industrial property.

CIVITATIS does not give the User any license or authorization of any kind regarding its intellectual and industrial Property or any other kind of rights related to the Website, services and Contents. In no case will the access and navigation of the Users imply a renunciation, transmission, license or total or partial cession of these rights on behalf of CIVITATIS.

Any use of content not previously authorized by CIVITATIS will be considered a serious infringement of intellectual or industrial property rights and will give rise to legally established liabilities.

11.2 Intellectual property concerning user reviews published on the website.
As CIVITATIS allows Users to publish their reviews on the present Website, Users must give CIVITATIS a universal license, without restrictions and free

to use, distribute, public communication, adapt and duplicate these reviews. Via this license, CIVITATIS can transform, adapt, sum up, and use the Users' reviews for publicity and promotion of CIVITATIS' Website and social media.

12.- PROTECTION OF PERSONAL DATA

When contracting our services, and in order to inform you in detail about how we treat your personal data and protect your privacy according to the information you provide us, we inform you below, in the form of questions and answers, of the conditions under which CIVITATIS treats your personal data:

Who is responsible for the processing of your data?

- Name: Civitatis Tours, S.L.

- Spanish tax ID: B-86899440

- Address: C/ Coloreros, 28013 – Madrid

- Email: dpo@civitatis.com

Who is the entity's Data Protection Officer (DPO) and how can they help you?

The DPD is a figure, legally foreseen, whose main functions are to inform and advise our entity on the obligations that affect it in terms of personal data protection and to supervise its compliance.

In addition, the DPD acts as a point of contact for any issues relating to the processing of personal data, so if you have any queries, doubts or

suggestions regarding how we use your personal data, you can contact him: dpo@civitatis.com.

For what purposes do we process your personal data?

We process the personal data you provide for the following purposes:

1. If the user requests so, by completing the registration form that CIVITATIS makes available, this entity may set up an account that will allow them to have a private area, through which they can make and manage all reservations made through the Website and / or App. The delivery of data for this purpose is not mandatory, and the user can enjoy the services offered by CIVITATIS without being previously registered, although they will not be able to have a private account through which to make and manage their reservations.
2. The management of the relationship with the client, as well as the provision of the contracted service, billing and collection. The provision of data for this purpose by our customers is mandatory, otherwise preventing the provision of the service.
3. Sending commercial communications of our products or services by any means of contact provided.
4. In connection with the sending of the aforementioned communications, based on the information provided, we can develop commercial profiles, to offer products and services that best suit your interests.
5. The processing of your data for this commercial purpose is not mandatory, so if the user does not give their consent or objects to such processing, they will not receive any advertising.
6. The remission of surveys in order to assess the services offered and their degree of satisfaction. CIVITATIS may publish the opinions and

comments of users who respond to the survey on its website or social networks, including their identification data and images provided by customers, with their prior authorization. If the user does not authorise the use of their personal data to publish them along with their comment or opinion, these will be published anonymously. The published comments will be accessible to any user who consults the opinions section of the activity.

7. The processing of your data for this purpose is not compulsory for the contracting of the service, not being the recipient of the surveys in the event that the customer opposes this data processing.
8. Compliance with accounting, legal, fiscal and administrative obligations. This processing is necessary for CIVITATIS to comply with the legal obligations that may arise from the contractual relationship, including the fulfilment of data protection rights, otherwise, these obligations cannot be fulfilled, and the provision of data for this purpose is therefore obligatory.
9. The processing of customers' images for publication on the CIVITATIS website, as well as on social networks. These images may be provided directly by customers to the entity or taken by professionals contracted by CIVITATIS who accompany users to their destination. The purpose of capturing and publishing these images is to promote the entity's services. Authorisation for the processing of their image is voluntary, and the image may not be used if the client does not give their consent.
10. To carry out statistical studies. Specifically, your data and, where appropriate, opinions, suggestions, etc. may be used for commercial and/or market research, to expand and improve our services. The processing of your data for this purpose is not obligatory, and may not be processed for this purpose if the customer objects. In any

case, the results of the studies will be completely anonymous.

The data will be treated confidentially, guaranteeing its security by adopting the appropriate security measures required by current legislation.

How long will we keep your data?

We only keep your data for the period of time necessary to fulfil the purpose for which they were collected, to comply with the legal obligations imposed on us, and to meet any possible liabilities that may arise from the fulfilment of the purpose for which the data were collected.

The data for the management of the user's account will be stored until the user requests deletion or cancellation of the user's account, but may subsequently be blocked in order to deal with possible legal liabilities arising from the user's registration and only until such liabilities are met.

The data for the management of the relationship with the clients, the provision of the service and the invoicing and collection of the services will be kept for this purpose for as long as the contract/service is in force. Once this relationship has ended, if applicable, the data may be kept for the time required by the applicable legislation and until any liabilities arising from the contract expire.

The data processed for sending commercial communications about our products or services will be kept indefinitely, until, where appropriate, you express your wish to delete them or your wish to stop receiving such

communications. Likewise, the data obtained from statistical studies will be kept indefinitely, although they are anonymised.

The data for the management of surveys will be kept until the results of the surveys have been completed and analysed. In general, surveys will be anonymous, although the results may be kept anonymised for a longer period of time. By virtue of the above, opinions expressed by customers will be retained indefinitely and will be published in the aforementioned media. In the event that the publication of personal data together with the opinion or comment has been authorised, the affected party may request its elimination at any time, in which case, the comment or opinion will remain published in an anonymised form.

Data for the fulfilment of accounting, legal, fiscal and administrative obligations will be retained until the statute of limitations expires in accordance with current legislation.

Photos of customers, if they have given their consent, will be kept indefinitely as long as they remain valid for the promotional purposes indicated and, in any case, until the customer withdraws their consent. By virtue of the above, the client grants CIVITATIS the right to fix, reproduce, distribute, publicly communicate and obtain copies of the photographs of them, without any limitation as to number, time and geographical scope, without being entitled to receive any remuneration for this. The only exception and limitation to this cession are those uses or applications that could infringe the right to honour in the terms set out in Organic Law 1/85, of 5 May, on the Civil Protection of the Right to Honour, Personal and Family Privacy and Personal Image.

What is the legitimacy for the processing of your data?

The legal basis for the registration of users and the creation of an account is consent. For this purpose, the identification and contact data requested in the registration form itself will be used.

The legal basis for the processing of your data is the execution of the contract resulting from the acceptance of the General Conditions at the time of contracting one of our services:

<https://www.civitatis.com/en/general-conditions/>. In some cases, for the correct development of the services requested by the client (excursions, experiences, etc.), it may be necessary to process data relating to their health. This processing is based on the client's consent, which is expressed by the voluntary and free provision of this information. The customer is not obliged to provide this information and, if they do so, may revoke consent at any time, although they should be aware that this may have a negative impact on the service contracted, as it may not be offered in accordance with their medical needs (e.g. weight, age, intolerances, etc.).

The prospective offer of products and services to our customers is based on consent, allowing the creation of non-intrusive profiles with the internal information that CIVITATIS has about the customer, provided directly by the customer, in order to offer them the contracting of other products or services that may be of interest to the customer and thus achieve customer loyalty.

The processing of images of clients is also based on their consent.

Consent may be withdrawn at any time and can be communicated to us by any means indicated in this clause. Withdrawal of consent will not affect the performance of the contract, if applicable, but any processing of data

for that purpose previously carried out will not lose its lawfulness by reason of the fact that consent has been withdrawn.

The basis of the processing for the fulfilment of accounting, legal, fiscal and administrative obligations is the fulfilment of the legal obligation imposed by the regulations in force for these purposes.

The processing consisting of sending satisfaction surveys is based on legitimate interest, given that the aim is to be able to verify and improve the quality of the treatment received, as well as the products and/or services of CIVITATIS, allowing CIVITATIS to continue with its economic activity and to improve and grow in the sector, this interest being considered prevalent given that:

- They will be sent to CIVITATIS customers

- Only a contact e-mail address will be processed for this purpose, for the purpose of sending you a link to access the survey.

- The chosen medium (e-mail) is the most suitable and least intrusive to the privacy of the recipients.

However, we remind you that you have the right to object to this processing of your data, and you may do so by any of the means provided for in this clause. In any case, the publication of opinions and comments identifying the individual is based on consent, which may be revoked at any time, and you may communicate this to us by any of the means indicated in this clause. In this case, the opinion or comment will remain anonymous. The withdrawal of consent shall not affect the execution of the contract, if applicable, but the processing of data for this purpose previously carried out shall not lose its lawfulness due to the fact that

consent has been withdrawn.

With whom will your data be shared?

Your data will be shared with the following entities:

1. The relevant public administrations, including judges and tribunals, in the cases provided for in the Law and for the purposes defined therein.
2. The financial institutions through which the management of payments is articulated.
3. To the companies/operators in charge of providing the contracted service (excursion, cruise, experience, etc.), including health data provided. This transfer is necessary for the service to be carried out. In the "Details" section of the requested service, the identification of the operator will be included.
4. With your permission, your opinions and comments may be published on our website and social networks (e.g. Instagram and Facebook/Meta, Twitter/X, TikTok, LinkedIn), as well as images taken of customers. This publication is considered a transfer of personal data, insofar as such data is accessible to third parties.
5. Although it is not a transfer of data, it may be that third-party companies, acting as our providers, access your information to carry out the service. These third parties access your data on our instructions and may not use it for any other purpose, and they do so in strict confidence and on the basis of a contract in which they undertake to comply with the requirements of current legislation on the protection of personal data.

6.

Are there any international transfers of data?

International transfers of data may take place in the following cases:

- If the customer has contracted a service with an operator outside the European Economic Area. In this case, given that the communication of your data to the latter is necessary for the provision of the service, such a transfer will take place, although it is covered by Article 49.1 b) of the General Data Protection Regulation: the transfer is necessary for the performance of a contract between the data subject and the controller or for the performance of pre-contractual measures taken at the request of the data subject.

- CIVITATIS contracts its virtual infrastructure for the storage of its database according to a "cloud computing" model through Google Drive, the information being stored in the USA, under the Data Privacy Framework agreement. Information is available at the following [link](#).

- CIVITATIS uses the Mailchimp platform to send its commercial communications if users have previously consented to receive them. In this case, the data will be stored in the United States, which means that an international transfer of data will be taking place. However, this entity offers adequate data protection guarantees as it has signed the Standard Contractual Clauses approved by the European Commission (STC). You can find more information about Mailchim's data transfers at the following [link](#). You can also download a copy of the TCC at the following [link](#).

- CIVITATIS uses the Sengrid platform to send transactional communications relating to the service offered by the entity. The use of

this platform, owned by Twilio, involves international data transfers to the USA. However, this entity offers adequate data protection guarantees as it has signed the Standard Contractual Clauses approved by the European Commission (STC). More information can be found in [Twilio's Privacy Policy](#), as well as a copy of the content of the STCs in Annex 3 of the following [link](#).

- The images, opinions and comments that, where applicable, CIVITATIS publishes on its social networks (e.g. Instagram, Facebook/Meta, Twitter/X, TikTok, LinkedIn) will be stored on these platforms, owned by Meta Platforms, Inc. and your data will be transferred to the USA. In any case, this entity offers adequate data protection guarantees as it adheres to the Data Privacy Framework. For more information, please consult the following [link](#).

- CIVITATIS works with the provider Sojern, Ltd for the sending of advertising for the entity, which involves international data transfers to the USA. However, this entity offers adequate data protection guarantees as it adheres to the Data Privacy Framework. For more information, please consult the following link: [Data Privacy Framework](#).

What are your rights when you provide us with your data?

Anyone has the right to obtain confirmation as to whether or not we are processing personal data concerning them. Interested parties have the right to access their personal data, as well as to request the correction of inaccurate data or, where appropriate, to request its deletion when, among other reasons, the data is no longer necessary for the purposes for which it was collected.

Under the conditions provided for in the General Data Protection Regulation, data subjects may request the limitation of the processing of

their data or their portability, in which case we will only keep them for the exercise or defence of claims.

In certain circumstances and on grounds relating to their particular situation, data subjects may object to the processing of their data. If you have given consent for a specific purpose, you have the right to withdraw your consent at any time, without affecting the lawfulness of the processing based on the consent prior to its withdrawal. In such cases, we will stop processing the data or, as the case may be, we will stop processing it for that specific purpose, except for compelling legitimate reasons, or the exercise or defence of possible claims.

In addition, data protection regulations allow you to object to being subject to decisions based solely on the automated processing of your data, where appropriate.

The aforementioned rights are characterised by the following:

- It is free of charge, except in the case of manifestly unfounded or excessive requests (e.g. repetitive nature), in which case a fee proportional to the administrative costs incurred may be charged or a refusal to act may be made.
- You can exercise your rights directly or through your legal representative or volunteer.
- Your request must be responded to within one month, although, taking into account the complexity and number of requests, the deadline can be extended by a further two months.

- We are obliged to inform you about the means of exercising these rights, which must be accessible and without being able to refuse you the exercise of the right on the sole ground that you have chosen another means. If the request is made by electronic means, the information will be provided by electronic means where possible, unless you ask us to do otherwise.

- If, for whatever reason, the request is not granted, we will inform you within one month of the reasons for this and of the possibility of lodging a complaint with a supervisory authority.

In order to facilitate the exercise of the aforementioned rights, we provide below links to the application form for each of them:

- [Form for exercising the right of access](#)

- [Form for exercising the right of correction](#)

- [Form for exercising the right to object](#)

- [Form for exercising the right to erasure \(right to be forgotten\)](#)

- [Form for exercising the right to restrict processing](#)

- [Form for exercising the right of confidentiality](#)

- [Form for exercising the right not to be subject to automated individual decisions](#)

All the aforementioned rights may be exercised through the means of contact listed at the beginning of this clause.

In the event of any breach of your rights, in particular where you have not obtained satisfaction in exercising your rights, you may lodge a complaint

with the Spanish Data Protection Agency (contact details available at www.aepd.es), or other competent supervisory authority. You can also obtain further information about your rights by contacting these bodies.

How do we protect your personal data?

We are committed to protecting all personal data we process. We use appropriate reliable and effective physical, organisational and technological measures, controls and procedures to maintain the integrity and security of your data and to ensure your privacy.

In addition, all staff with access to personal data have been trained and are aware of their obligations in relation to the processing of personal data.

In the case of the contracts we sign with our suppliers, we include clauses requiring them to maintain the duty of secrecy regarding the personal data they have had access to by virtue of the assignment, as well as to implement the necessary technical and organisational security measures to guarantee the permanent confidentiality, integrity, availability and resilience of the systems and services for the processing of personal data.

All these security measures are regularly reviewed to ensure their appropriateness and effectiveness.

However, absolute security cannot be guaranteed and no security system is impenetrable so, in the event that any information under our control and under our control is compromised as a result of a security breach, we will take appropriate steps to investigate the incident, notify the Supervisory Authority and, where appropriate, those users who may have been affected to take appropriate action.

What is your responsibility as a data holder?

By providing us with personal data, the person doing so guarantees that they are over 14 years of age and that the data provided is true, accurate, complete and up to date.

To this effect, the interested party is responsible for the reliability of the data and must keep them suitably updated so that they correspond to their real situation, and shall be liable for any false or inaccurate data that may be provided, as well as for any damages, direct or indirect, that may arise.

If you provide data of third parties, you assume the responsibility of informing them in advance of all the provisions of Article 14 of the General Data Protection Regulation under the conditions set forth therein.

12.- MODIFICATIONS

CIVITATIS reserves the right to make as many changes as necessary to these General Conditions of Use. If any modifications are made, Users will be previously informed. These modifications will be valid from the moment they are published on the Website.

13.- SAFEGUARD CLAUSE

All the clauses or provision in these General Conditions of Use must be interpreted independently and autonomously. The rest of clauses may not be affected if one of them is declared void by judicial judgment or firm arbitration. The clause or clauses that have been affected will be replaced by other provisions that preserve these General Conditions of Use.

14.- JURISDICTION AND APPLICABLE LEGISLATION

These General Conditions of Use are in accordance with the Spanish Legislation. In case of a litigation concerning the interpretation, execution or validity of these General Conditions of Use, the Courts and Tribunals of

the city of Madrid (Spain).

In accordance with Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013. on the resolution of online consumer litigations, CIVITATIS also informs Users that, in case of controversy, Users resident in the European Union will be able to go to the "Online Platform for Conflict Resolution" developed by the European Commission, in order to try to solve extrajudicially any controversy arising from the provision of services by CIVITATIS.

To access the "Online Platform for Conflict Resolution" go to the following link: <http://ec.europa.eu/consumers/odr/>.

In any case, CIVITATIS makes it clear to the Users that they have a Claim Form by which they can make any complaint or claim in relation to the services provided by CIVITATIS.

15.- RESOLUCIÓN EXTRAJUDICIAL DE CONFLICTOS

In the event that the User believes that the rights of the consumer have been infringed, the User must first complain to the supplier who provided the service.

The User may also contact CIVITATIS to exercise their consumer rights, through the Internal Complaints Management System:

www.civitatis.com/eN/contact/

In any case, CIVITATIS informs the User that they have a Complaints Form through which they can make any complaint or claim in relation to CIVITATIS services.

If the User considers that their claims have not been met in the ways indicated above, the User shall be entitled to lodge an out-of-court complaint in any of the following ways:

Municipal Consumer Information Offices

- Directorates-General for Consumer Affairs of the Autonomous Communities

- Consumer and User Associations

- Consumer Arbitration Boards

- Online Dispute Resolution Platform (ODR), developed by the European Commission.