

# **Terms and Conditions**

The terms and conditions detailed below govern access to and use of the Internet portal (hereinafter, the PORTAL) that BROKAVIA.COM, S.L. (hereinafter, BROKAVIA) makes available to Internet users.

## **IDENTIFICATION OF THE PARTIES**

On one side, BROKAVIA.COM, S.L. (BROKAVIA), a limited liability company with registered office at C/Menestrals 5, 07300 Inca, Balearic Islands, Spain, tax identification number B-57275075, registered with the Mercantile Registry of Palma de Mallorca on May 7, 2004, Volume 2059, Folio 120, Sheet PM-47142, Entry 1. Contact telephone number: +34 [656808629], email address: [info@luxcomcycling.com].

On the other side, the individual (hereinafter, USER) who accesses the website to obtain information and contract services offered through the PORTAL. The USER declares that they are of legal age (i.e., over 18 years old) and have the legal capacity to acquire the services offered through the PORTAL and to use it in accordance with the general conditions detailed below, which they expressly declare to understand and accept. In the case of a contract made by a minor, BROKAVIA shall not be held liable under any circumstances; the minor, their parents, or guardians must assume any costs incurred. Likewise, in the case of a third party making a booking on behalf of someone else, the third party will be considered the USER and, unless stated otherwise, will assume the obligations arising from the acquisition of services through the PORTAL.

## **GENERAL CONDITIONS**

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#### **ABOUT THESE CONDITIONS**

By completing any reservation, the USER is accepting these terms and any other provisions provided during the booking process.

If any provision of these terms becomes partially or wholly invalid or unenforceable, it shall still remain valid to the maximum extent permitted by law, and the USER will remain bound by the rest of the provisions.

#### **ACCESS TO THE PORTAL**

The PORTAL supports the following browsers: [\*]. BROKAVIA is not responsible for results obtained using different browsers or operating systems. USERS accessing the PORTAL through devices with smaller screens confirm they have previously accessed it using a compatible browser and

have reviewed the terms and notices without restriction from the device used for booking.

The USER may access the PORTAL freely or choose to register by providing an email and password, later confirmed via email. Once registered, the USER can view their profile, past and current reservations, and update information for future use.

The USER must ensure that their password is not used by unauthorized third parties. BROKAVIA assumes no responsibility for the unauthorized use of the PORTAL with that password.

The USER declares all provided information during registration and booking is accurate and complete, and agrees to keep it updated.

## CONTENT AND LIABILITY

BROKAVIA operates the PORTAL and offers or supplies content, products, and services on behalf of well-known tour operators. BROKAVIA only includes the service on the PORTAL and does not directly offer bookings for hotels, buses, bike rentals, or package tours unless explicitly stated.

By purchasing through the PORTAL, the USER agrees to (i) these general conditions, (ii) specific terms applicable to the product/service being purchased, and (iii) the provider's own conditions.

The USER agrees to abide by the provider's terms and conditions when formalizing a booking.

Package travel contracts are governed by Book IV of Royal Legislative Decree 1/2007 of November 16, which consolidates the General Law for the Protection of Consumers and Users and complementary laws.

Suppliers and organizers are responsible for fulfilling obligations under current legislation and sales conditions. BROKAVIA is not responsible for products or services not directly provided by them.

BROKAVIA is also not liable for USER injuries resulting from accidents; the USER agrees to comply with applicable regulations.

## PURCHASE PROCESS

Prior to contracting, the USER is informed that the PORTAL provides a section called RESERVATION, where the different steps to complete purchases are specified.

Reservations on the PORTAL can be made in Spanish. Most fields are open text, meaning the PORTAL does not have the means to identify and correct errors in the data entered. Therefore, the USER will be solely responsible for any mistakes made when entering such data.

The document formalizing the contract through which the USER purchases any product or tourism-related service via the PORTAL will be sent to the USER by email. This email will contain information regarding the products and/or services purchased, the reservation number, all relevant payment instructions, cancellation policies, and other useful information. The document will also be archived by BROKAVIA, and the USER may access it at any time through the "My Reservations" section of the PORTAL, located in the upper right-hand corner, by entering their email address and password.

The purchase of any product will only be effective once BROKAVIA successfully processes the payment according to the selected payment method. Until that moment, BROKAVIA reserves the right to cancel the purchase.

Payment methods:

- PAYMENT BY DEBIT CARD. For debit cards, the charged amount is automatically withdrawn from the associated bank account.
- PAYMENT BY CREDIT CARD. With credit cards, the USER can access funds even without having available balance in the associated account, and the amount is usually charged at the beginning of the month following the purchase. The USER expressly authorizes BROKAVIA, in the case of reservations to be paid in multiple installments, to process as many charges as necessary to the card used for the initial payment until the full reservation amount is covered. The USER authorizes BROKAVIA to make subsequent charges on the same card until full payment of the booking is completed.

BROKAVIA will send the relevant travel documents once payment has been accepted. If the USER has not received these documents at least 14 days before the start of the trip, they must notify BROKAVIA immediately so the documents can be sent.

The USER agrees to contact BROKAVIA through our Customer Service Department in the event of any complaint before initiating any action with their bank or taking any legal action. The purpose of this clause is not to limit the USER's right to pursue legal action before courts, tribunals, or through any alternative dispute resolution methods. On the contrary, it is intended to offer a faster and more cost-effective solution that saves both the USER and BROKAVIA time and money. In return, we commit to providing a response within 20 business days.

The contact details for the Customer Service Department can be found on this same PORTAL.

Prices do not include local taxes, which must be paid directly at the hotels.

## ISSUES

### **Changes to Services and Prices**

In cases where the USER is allowed to make changes to their reservation (e.g., change of date or accommodation) after the booking has been made, BROKAVIA will charge a processing fee of €55 per change.

Furthermore, if the change results in higher travel costs that are not covered by the change fee, the USER will be responsible for paying the difference in price.

Whenever possible, any changes to the services will be communicated to the USER, offering them the option of free cancellation or a new reservation. In this regard, it is the USER's responsibility to check the exact flight details at least 24 hours before departure. If the USER fails to do so and misses their flight, any additional costs incurred will be at their own expense.

## **Cancellations**

In general, cancellation fees are calculated as follows:

- If the cancellation occurs 30 or more days before the start of the trip, the cost will be 15% of the total amount paid.
- If the cancellation occurs between 29 and 15 days before the start of the trip, the cost will be 50% of the total amount paid.
- If the cancellation occurs between 14 and 8 days before the start of the trip, the cost will be 75% of the total amount paid.
- If the cancellation occurs within the 7 days prior to the start of the trip, the cost will be 90% of the total amount paid.
- If the cancellation occurs on the day of the trip or in the event of a no-show, the cost will be 100% of the total amount paid. In this case, no refund will be given.

For bicycle reservation services, cancellation fees will follow the scale below:

- If the cancellation occurs two weeks before the start date of the reservation, the cost will be 50% of the total amount paid.
- If the cancellation occurs one week before the start date of the reservation, the cost will be 75% of the total amount paid.
- If the cancellation occurs within 7 days prior to the start date of the reservation, the cost will be 100% of the total amount paid. That is, no refund will be given.

## **Insurance**

The services provided by BROKAVIA do not include travel cancellation insurance. Therefore, it is recommended that the USER take out travel cancellation insurance as well as travel medical insurance.

## INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

Unless otherwise stated, the entire content of this PORTAL—including text, images, trademarks, graphics, logos, buttons, software files, color combinations, as well as the structure, selection, arrangement, and presentation of its contents—is the property of BROKAVIA. Its reproduction, distribution, public communication, and transformation are strictly prohibited. Likewise, the reproduction, retransmission, copying, transfer, or broadcasting, whether total or partial, of the information contained in these pages is prohibited, regardless of its purpose or the means used.

USERS may use the PORTAL exclusively for private and personal purposes. USERS may not copy, reproduce, transmit, or distribute in any way the content of this PORTAL or the services accessible through it without written authorization from BROKAVIA.

USERS are not allowed to create links to any pages of the PORTAL without BROKAVIA's prior written consent.

BROKAVIA shall not be held directly or indirectly liable for:

The USER's infringement of intellectual or industrial property rights, rights to honor, personal and family privacy, image rights (e.g., photographs), ownership rights, or any other rights held by third parties as a result of the transmission, dissemination, storage, availability, reception, acquisition, or access to the contents of the PORTAL.

- Links and hypertext that allow USERS to access features and services offered by third parties through the PORTAL do not belong to BROKAVIA and are not under its control; therefore, BROKAVIA shall not be liable for the information contained in such links or for any consequences that may arise from their use.

## GENERAL INFORMATION

The PORTAL reserves the right to modify, limit, or cancel the terms and conditions applicable to it at any time and without prior notice. In any case, the conditions in effect at the time the USER completed the reservation shall apply.

BROKAVIA reserves the right to deny or withdraw access to the PORTAL and/or its services at any time, without prior notice, to USERS who fail to comply with these General Terms and Conditions.

These terms and conditions are governed by Spanish law.

For any legal disputes arising from these terms, the courts of Palma de Mallorca shall have jurisdiction, unless, in accordance with Royal Legislative Decree 1/2007 of November 16—approving the revised text of the General Law for the Protection of Consumers and Users—the other party is deemed a consumer or user, in which case the competent courts will be those of the consumer's place of residence.

In accordance with Law 7/2017, of November 2, which incorporates Directive 2013/11/EU of the European Parliament and of the Council of May 21, 2013 on alternative dispute resolution in consumer matters into Spanish law, a link is provided to the European Online Dispute Resolution (ODR) platform as referred to in Regulation (EU) No. 524/2013 of the European Parliament and Council of May 21, 2013:

<https://ec.europa.eu/consumers/odr>

Additionally, on the following website:

<https://www.mscbs.gob.es/consumo/resolucionConflictos/home.html>, you can find information on the different alternative dispute resolution (ADR) entities available for filing complaints, suggestions, and claims in consumer matters.

#### RIGHT OF WITHDRAWAL

The right of withdrawal allows the consumer or user to cancel a contract in certain cases without providing any reason and without incurring any cost beyond those legally established.

The right of withdrawal for contracts concluded at a distance is regulated by Royal Legislative Decree 1/2007 of November 16, which approves the consolidated text of the General Law for the Protection of Consumers and Users and other complementary laws. This legislation entitles the consumer or user to withdraw from the contract within fourteen calendar days, without stating any reason and without incurring any cost other than those legally established.

However, under Article 103, section I) of the aforementioned Royal Legislative Decree 1/2007, the right of withdrawal does not apply to contracts for the provision of accommodation services for purposes other than housing, transportation of goods, car rental, catering, or services related to leisure activities, provided the contract specifies a specific date or period of execution.

This right is also not applicable to contracts for passenger transport services, pursuant to Article 93 k) of Royal Legislative Decree 1/2007, except as provided in Article 98.2. Therefore, if the USER wishes to cancel a ticket or transport reservation, the applicable cancellation policy will apply.

Regarding package travel contracts, under Articles 93 g) and 160 of the same decree, the traveler may terminate the contract at any time prior to the start of the trip, and in such a case, the organizer may require the traveler to pay a reasonable and justifiable penalty. The contract may

specify a standard penalty amount, which should be reasonable, based on how far in advance the termination is made in relation to the start of the trip, as well as expected cost savings and anticipated income from alternative use of the travel services. If no standard penalty is specified in the contract, the penalty amount shall be equal to the total price of the package minus any cost savings and income from rebooking the travel services.

Nevertheless, in the event of unavoidable and extraordinary circumstances at the destination or in its immediate vicinity that significantly affect the execution of the package travel or the transportation of passengers, the traveler has the right to terminate the contract without paying any penalty. In such cases, the traveler is entitled to a full refund of any payments made, but no additional compensation.

## **LIABILITY DISCLAIMER**

### **1. Disclaimer of Liability for Use of Equipment and Services**

- BROKAVIA assumes no responsibility for accidents, personal injuries, losses, or any harm suffered by the USER due to the improper or defective use of equipment rented or provided by BROKAVIA, including bicycles, helmets, GPS devices, or other accessories.
- It is the USER's responsibility to inspect the condition of the equipment before use and report any irregularities prior to starting the activity.
- The USER assumes full responsibility for any failure to comply with local safety and traffic regulations during the activities.

### **2. Assumption of Risk by the User**

- The USER acknowledges that cycling and other outdoor activities involve inherent risks, including but not limited to falls, collisions with vehicles, natural or man-made obstacles, adverse weather conditions, or mechanical failures.
- By booking a service through the PORTAL, the USER declares they are in suitable physical condition to engage in cycling and do not suffer from any medical conditions or limitations that would prevent safe participation in the activity.
- BROKAVIA shall not be held liable for injuries, damages, or losses suffered by the USER resulting from their own negligence, inexperience, recklessness, or failure to follow the guides' instructions.

### **3. Waiver of Legal Claims**

- By accepting these terms, the USER expressly waives the right to pursue any legal action, claim, or lawsuit against BROKAVIA for damages, injuries, or losses occurring during participation in activities organized or promoted through the PORTAL, except in cases of proven fraud or gross negligence on the part of BROKAVIA.

- This waiver includes, but is not limited to, claims based on civil, criminal, contractual, or non-contractual liability.

#### **4. Weather Conditions and Other Circumstances**

- BROKAVIA shall not be held responsible for cancellations or modifications of activities due to adverse weather conditions, natural disasters, or other force majeure events.
- If an activity is suspended due to circumstances beyond BROKAVIA's control, no refund is guaranteed, unless otherwise stated in the cancellation policy.

#### **5. Use of Guides and Individual Responsibility**

- Hiring a guide does not exempt the USER from the responsibility to ride with caution and comply with all traffic and safety regulations.
- In the case of group activities, each participant is responsible for their own safety and for the consequences of their actions during the activity.

#### **6. Civil Liability Insurance and Recommendation for Personal Insurance**

- BROKAVIA holds civil liability insurance in accordance with applicable regulations; however, this insurance does not cover personal injury or property damage suffered by the USER during the activity.
- It is strongly recommended that USERS obtain travel or accident insurance that covers medical assistance, evacuation, repatriation, and other unexpected situations.