

## Booking terms and conditions

**By accessing Easy Market services, the User agrees to be subject to the following General Conditions and Privacy Policy.**

### **Content and use of Easy Market website**

The terms of booking and purchase of the products and services available on **Easy Market** website are governed by the terms and conditions of the contract with the suppliers of the products and services. To finalize the booking/purchase, each user shall acknowledge and accept these General Conditions.

The collection, processing and any other operations in relation to the data collected in connection with the purchase shall comply with the Privacy Policy and the General Conditions. The User agrees to use **Easy Market**, Easy Market tools and services exclusively for legal purposes, in compliance with the General Conditions and the contract terms which govern the supply of services.

### **External Links**

**Easy Market** provides hyperlinks to websites of Easy Market's business partners or third parties' websites. The disclosure of hyperlinks on **Easy Market** website is intended for information purposes and to support users browsing. The hyperlinks disclosure should not be construed as an endorsement or approval of their contents. **Easy Market** is not responsible for the accuracy of the content and the information contained in the hyperlinks nor constitute an endorsement.

Easy Market is not responsible for the hyperlinks' contents and information nor for the services and/or products offered therein. Easy Market is not responsible and no guarantee is given that the information provided in the hyperlinks is correct, accurate and up-to-date. Unless otherwise indicated, disclosure on **Easy Market** website of hyperlinks to other internet sources of information shall not constitute any commercial association and/or partnership between Easy Market and the operators of the linked websites.

**Easy Market** shall not be responsible for the obligations undertaken by the suppliers of the products and services. **Easy Market** is an intermediary in the provision of products and services and is only responsible for the obligations arising out of Easy Market acting as such and in any event within the limits set forth by law pursuant to Italian **Legislative Decree n.62/2018 transposing Directive (UE) 2015/2302**.

**Easy Market** adopts secure networks and implements any security measure against damages, misuse, alteration of users' data. Only authorized personnel is granted access to personal data. For example, **Easy Market** employees, who are allowed to access personal data, shall abide by strict rules.

### **Copyright**

This website is solely for non-commercial users. The website cannot be amended, copied, reproduced, distributed, displayed, sold, or, more in general, exploited for commercial purposes. It is furthermore forbidden any illegal or prohibited use of this website.

**Easy Market** can amend these conditions at any time.

### **Other**

No reservations, payments or other activities for Cuba-bound Travel Services may be facilitated, arranged or conducted by or through any person or entity residing in the United States unless authorized by US sanctions laws. The Travel Agent purchasing through EM Revolution acknowledges that travel to Cuba by US citizens and residents is subject to US laws relating to the US embargo on Cuba and therefore requires a US government license. No refunds or compensation will be made in connection with any travel arrangements made by citizens or residents of the United States without the required licenses.

The parties declare that they will comply with all applicable Indian laws and the requirements of the Foreign Exchange Management Act, 1999, including the collection of PAN Details of all Indian customers who would use hotel facilities abroad and whose transactions are subject to reporting under the Liberalized Remittance Scheme.

Easy Market can amend these conditions at any time.

## Terms and Conditions: Scheduled Flights

**Easy Market** acts exclusively as an intermediary of products and services.

The travel agency shall acknowledge that **Easy Market** is the intermediary in the provision of scheduled flights. The travel agency shall also acknowledge that this shall not be construed as distribution of travel packages and that it is subject to the terms and conditions of the single service offered with this contract. Moreover, **the travel agency shall acknowledge the terms and conditions of carriage for passengers and baggage applicable by the selected airline.**

The booking and/or combination of flights and other products and/or services supplied by Easy Market is at the discretion of the final client, who is therefore responsible for such combination.

The user shall be solely responsible for errors in the personal data shared during the booking process and **Easy Market** shall not be deemed liable in any case.

As a consequence, only the user shall be liable for any error in the insertion of personal data. Easy Market acts as an intermediary in the process of realizing the sale of flight tickets on behalf of airlines. With reference to the product FLIGHTS, **Easy Market** acts as an intermediary of the airlines in the sale of the flight ticket.

Prior to the issuance of flight ticket, the flight fare can be subject to changes.

Easy Market is not responsible for the obligations undertaken by the suppliers of the travel products/services, but is solely responsible for the obligations arising out of its role as intermediary and in any case within the limits for such responsibility provided by articles 1, no. 3 and no. 6, from 17 to 23, from 24 to 31 of the Law No. 1084 of 27.12.1977 ratifying and implementing the relevant International Convention on Travel Contracts (CCV) executed in Brussels on 23.4.1970 (only in relation to the provisions which do not refer to the contract of sale of touristic packages and until its abrogation pursuant to article 3 of Legislative Decree no. 79 of 23 May 2011 – Tourism Code) and article 51, paragraph II, articles 62 and 65 of the Italian Legislative decree no. 21 of 21.02.2014, enforcing the European Directive 2011/83/UE on consumer rights in relation to passengers carriage.

**Easy Market**, as an intermediary of travel services, shall not be deemed liable for any total or partial violation of the contract executed between the clients and the supplier of the products and/or the services in relation to travels and accommodations. Travel agencies represent and warrant to keep **Easy Market**, its affiliates, subsidiaries, representatives, employees, contractors and business partners fully indemnified and to hold them harmless against any causes of action and damages, including any legal fees, arising out of the use of the products and/or services purchased on the website.

**Easy Market** does not guarantee any baggage allowance which is only subject to the terms discretionally applied by the airline company and shall be verified directly with the airline, which may not include it in the ticket fare. The authorization and conditions are determined by the airline. In compliance with applicable laws, travel agencies shall indemnify and keep **Easy Market** harmless in relation to potential delays, damages or loss in relation to transports, cancellation of flights or other inconvenience caused by the airlines also in compliance with Regulation 261/04/CE which sets forth common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights.

### Information available on the website

The intermediary shall use reasonable endeavour to make sure that the information available on the website are accurate and updated. However, the information available on the website are provided by third parties suppliers. Therefore, subject to applicable laws, the intermediary shall not be considered responsible for the accuracy of the information.

### Travel documents

The travel agent shall make sure that the user holds valid ID document, visa and health provisions necessary to entry the destination country. It is the user sole responsibility to comply with the laws and regulations of the departure, transit and destination countries.

Easy Market waives any liability arising from or related to the absence of any such requirements. During the booking process, specific attention must be paid in filing in the passengers' names and family names, that must exactly match those stated in the ID document. Airlines accepts to board only passengers whose personal details are displayed on the ticket. Whether boarding is denied as a consequence of the absence or of the possession of invalid documents, the passenger shall not be entitled to any refund.

The passenger only is responsible for the possession of valid travel documentation.

For more information on passport and visa information and requirements to access the country of destination, we strongly recommend that you visit the Ministry of Foreign Affairs website of the nationality or place of residence of the passengers before finalizing the purchase.

## **Ticket collection, check-in and boarding**

The passengers shall comply with the check-in by the time stated by the airline and in possession of a valid passport. It is recommended to proceed to check-in at least 2,5 hours before flight departure time. If the flight destination is the USA, passengers are recommended to check-in at least 3 hours before flight departure time and to proceed to gates. Information on the flight departure time is available on the booking; in the event of delay in the check-in, in reaching the gate or in the absence of the required travel documentation, the airlines are entitled to refuse boarding and the flight departure shall not be delayed. Easy Market waives any liability and the passenger shall bear all responsibilities and costs or damages suffered as a consequence of the foregoing.

## **E-tickets**

E-tickets are automatically sent by the airlines and identified through a PNR (Passenger Name Record). Once the booking is finalized, the PNR is sent by the airline via email to the address provided with the booking.

We remind you that flight tickets are valid for a year from the date of issue. The expiration of this period makes it impossible to use the ticket and/or to apply to it any type of variation and/or refund.

## **Changes and Cancellation**

The User can cancel or modify the Booking, sending a request to EM via email to [voli@easymarketcrs.it](mailto:voli@easymarketcrs.it) or contact EM by Zendesk form.

Once the email is received, Easy Market shall verify if the specific airlines allows changes and/or cancellation in accordance with the fare's rules communicated by the airline at the time of purchase of the tickets.

If changes and cancellations are allowed, information on possible penalties and applicable fares are disclaimed. Tickets are issued in the name of the person and cannot be assigned to third parties. If the passenger's name is not correct, changes to the name details may not be allowed and it may be necessary to cancel the ticket and purchase a new one. Certain bookings cannot be changed. **Easy Market** is not responsible if the passengers name is not correct.

## **Ticket cancellation within the day and replacement with a different PNR:**

The final client or the travel agent must ascertain with Easy Market, under their sole responsibility, that the booking can be cancelled at no additional costs. If yes, a new booking shall be finalized at the available fares, obtained opting out for a new PNR. To this purpose, the travel agency shall insert the following note:

**"Please proceed with the cancellation of the following PNR .....** ", by inserting the details of the PNR to be cancelled. Alternatively, cancellation may be required also by email. Please make sure that you receive an email confirmation of such request confirming the cancellation and that the PNR has been "Flew", meaning not effective anymore. Please adopt this procedure to avoid mistakes.

## **Refunds**

The airline discretionally decides on tickets' refunds and relevant timing. If the amount has been paid by credit card, the amount of the ticket price shall be credited on the same credit card used for the purchase. If the amount has been paid by bank transfer, the client service shall get in touch with the final client to obtain the bank account details. Agency costs and the possible insurance costs cannot be refunded.

## **Flight segments**

Flight segments shall be used on a continuous basis. In the absence of the foregoing, the whole itinerary can be automatically cancelled and the ticket shall not be refunded.

## **Additional requests**

Any additional request such as boarding pets, special assistance for passengers with disability, boarding weapons, sport equipment, unaccompanied minors and any other specific boarding request can be presented at the time of the booking or at the time of the flight ticket issuing. In any event, the request will be submitted to the airline only at the time of the request to issue the flight ticket. It will be airline discretionary decision to agree on the request of additional service.

For Easy Market to issue the ticket, the airline shall confirm accordingly. Sometimes the airline is free to apply additional costs at the airport facilities. In the absence of airline confirmation, Easy Market shall notify you before issuing the ticket and you can choose to confirm the issue or request cancellation of the booking.

## **Unaccompanied minors**

Each airline applies its own procedures and rules on unaccompanied minors. Usually the minor shall be accompanied by a supervisor, who shall present himself as such at check in and boarding. The supervisor shall be over 18 years old and, if the supervisor is not one of the minor's parents, shall be the tutor or other person having parental authority who shall have a valid proxy and the travel documents required for the same travel of the minor and travel on the same flight. **Easy Market** is not responsible for issues arising out

of violations of rules and policies on boarding of unaccompanied minors. In any case, it is the passenger sole responsibility to acknowledge the airline rules and policies on boarding of unaccompanied minors. The passenger will be liable for any damage or cost arising out of violations of rules and procedure on boarding unaccompanied minors.

### **What to carry on board**

For more information on cabin baggage, passengers can visit [Enac](#) website to find any relevant information Regulation (EC) No 2006/2004 of the European Parliament and of the Council of 27 October 2004.

### **Disruptions**

In the event of disruptions, please acknowledge the passengers' rights visiting the following links: [passenger rights when travelling by air](#), <https://www.enac.gov.it/en>, Regulation (EC) No 2006/2004 of the European Parliament and of the Council of 27 October 2004.

## **Terms and conditions: Low Cost Flights**

**Easy Market** acts exclusively as an intermediary of products and services.

The travel agency shall acknowledge that **Easy Market** is the intermediary in the provision of scheduled flights. The travel agency shall also acknowledge that this shall not be construed as distribution of travel packages and that it is subject to the terms and conditions of the single service offered with this contract. Moreover, **the travel agency shall acknowledge the terms and conditions of carriage for passengers and baggage applicable by the selected airline.**

The booking and/or combination of flights and other products and/or services supplied by Easy Market is at the discretion of the final client, who is therefore responsible for such combination.

The user shall be solely responsible for errors in the personal data shared during the booking process and **Easy Market** shall not be deemed liable in any case.

As a consequence, only the user shall be liable for any error in the insertion of personal data. Easy Market acts as an intermediary in the process of realizing the sale of flight tickets on behalf of airlines. With reference to the product LOW COST FLIGHTS, Easy Market acts as an intermediary of the airlines in the sale of the flight ticket. Prior to the issuance of flight ticket, the flight fare can be subject to changes.

**Easy Market** is not responsible for the obligations undertaken by the suppliers of the travel products/services, but is solely responsible for the obligations arising out of its role as intermediary and in any case within the limits for such responsibility provided by articles 1, no. 3 and no. 6, from 17 to 23, from 24 to 31 of the Law No. 1084 of 27.12.1977 ratifying and implementing the relevant International Convention on Travel Contracts (CCV) executed in Brussels on 23.4.1970 (only in relation to the provisions which do not refer to the contract of sale of touristic packages and until its abrogation pursuant to article 3 of Legislative Decree no. 79 of 23 May 2011 – Tourism Code) and article 51, paragraph II, articles 62 and 65 of the Italian Legislative decree no. 21 of 21.02.2014, enforcing the European Directive 2011/83/UE on consumer rights in relation to passengers carriage and subsequent entry into force of Legislative Decree 62/2018 in implementation of directive (EU) 2015/2302.

**Easy Market**, as an intermediary of travel services, shall not be deemed liable for any total or partial violation of the contract executed between the clients and the supplier of the products and/or the services in relation to travels and accommodations. Travel agencies represent and warrant to keep **Easy Market**, its affiliates, subsidiaries, representatives, employees, contractors and business partners fully indemnified and to hold them harmless against any causes of action and damages, including any legal fees, arising out of the use of the products and/or services purchased on the website.

In compliance with applicable laws, travel agencies shall indemnify and keep **Easy Market** harmless in relation to potential delays, damages or loss in relation to transports, cancellation of flights or other inconvenience caused by the airlines also in compliance with Regulation 261/04/CE which sets forth common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights.

### **Information available on the website**

The intermediary shall use reasonable endeavour to make sure that the information available on the website is accurate and updated. However, the information available on the website is provided by third parties suppliers. Therefore, subject to applicable laws, the intermediary shall not be considered responsible for the accuracy of the information.

With reference to Low Cost Flight bookings, please note that Revolution is a technological system that makes the contents of airlines belonging to this type available: however, operating as an intermediary and unable in any way to interfere with the policies applied by carriers, please refer to them for the confirmation

and management of reservations; for this reason strongly recommend to read in advance the Terms and Conditions of each selected company.

The total cost indicated on Revolution may include ticking fees applied by our suppliers, that in case of cancellation will not be refundable.

In case of cancellation of the reservation, the refundable amounts may differ from that indicated at the time of issuing due to the currency exchange rate which, although not visible on Revolution, is regulated between Easy Market and its suppliers.

The aforementioned terms and conditions are therefore understood to be accepted at the time of booking, unless otherwise communicated.

### **Travel documents**

The travel agent shall make sure that the user holds valid ID document, visa and health provisions necessary to entry the destination country. It is the user sole responsibility to comply with the laws and regulations of the departure, transit and destination countries. **Easy Market** waives any liability for any breaches in relation to any of the following requirements.

- ✓ During the booking process, specific attention must be paid in filling in the passengers' names and family names, that must exactly match those stated in the ID document. Airlines accept to board only passengers whose personal details are displayed on the ticket.
- ✓ Whether boarding is denied as a consequence of the absence or of the possession of invalid documents, the passenger shall not be entitled to any refund. The passenger only is responsible for the possession of valid travel documentation.
- ✓ For more information on passport and visa information and requirements to access the country of destination, we strongly recommend that you visit the Ministry of Foreign Affairs website of the nationality or place of residence of the passengers before finalizing the purchase.

### **Ticket collection, check-in and boarding**

The passengers shall comply with the check-in by the time stated by the airline and in possession of a valid passport. It is recommended to proceed to check-in at least 2,5 hours before flight departure time. Information on the flight departure time is available on the booking; in the event of delay in the check-in, in reaching the gate or in the absence of the required travel documentation, the airlines are entitled to refuse boarding and the flight departure shall not be delayed.

**Easy Market** waives any liability and the passenger shall bear all responsibilities and costs or damages suffered as a consequence of the foregoing.

### **Check-in online**

ATTENTION: some low cost airlines mandatorily requires to check in online within a specific time prior to departure.

Passengers who do not show the boarding pass printed online to the airport security staff and at the gate shall check in again at the airport (if possible) and shall pay an additional amount as required by the airline.

The airlines which mandatorily require the check in online are indicatively: Ryanair, Volotea, Wizz Air e Bluir.

### **E-tickets**

E-tickets are automatically sent by the airlines and identified through a PNR (Passenger Name Record). Once the booking is finalized, the PNR is sent by the airline via email to the address provided with the booking.

We remind you that flight tickets are valid for a year from the date of issue. The expiration of this period makes it impossible to use the ticket and/or to apply to it any type of variation and/or refund.

### **Tickets' issuing**

Low cost airlines usually use e-tickets. This means that no paper ticket will be printed, but when the booking is finalised, you will receive a confirmation email with the booking number of your low cost flight.

Please print this email and show it together with your ID document when you check in.

Please note that for all Ryanair flights it is mandatory to check in online directly on Ryanair website and print the boarding pass to be shown at the airport; to this end, please read carefully on Ryanair website the time frame within which it is mandatory to print the boarding pass, given that after such deadline the airline provides for a penalty to be paid by the passenger.

### **Ticket charge**

We inform you that the flight ticket will be charged by two separate transactions.

Low cost airlines shall charge the ticket (ticket price, airport taxes, hold baggage's fare and possible surcharges for the credit card) while **Easy Market**, acting as intermediary, shall charge the service tax and possible optional travel insurance (if requested). In the bank statement, therefore, you will notice two



separate charges, but the sum of the two will exactly correspond to the whole amount as stated in your confirmation email.

### **Cancellation**

Low cost tickets are usually non-refundable except when the airline cancels or significantly delays the time for departure. For more information please read the terms and conditions of each airline. It is advisable for passengers who book some time in advance to confirm the booking between 24 and 72 hours before departure, by directly accessing the selected airline's website.

### **Change of names**

Any change of name is allowed by paying a penalty imposed by the low cost airline in addition to the payment of the difference between the original amount paid and the minimum fare available at the time of the change. In any event, changes of names shall be directly requested to the low cost airline.

### **Change of date, time and itinerary**

The date, time and itinerary can be modified if there is availability and upon payment of a penalty for the change, in addition to the payment of the difference between the original amount paid and the minimum fare available at the time of the change. If the total fare is lower than the one originally paid, no refund is provided. In any event, the changes shall be directly requested to the low cost airlines.

### **Safety rules for hand baggage**

From 6 November 2006, the European Union has adopted new safety rules which limit the quantity of liquid which are allowed through and after the security checks at the airport. Passengers are allowed to carry only small amounts (max. 100 ml for each container) of liquids, gel, creams and gas as hand baggage and these shall be put in a transparent plastic bag which cannot exceed 1 litre (with dimensions equal for example to approximately cm 18 x 20). Medications and liquid prescription dietary products, as well as food for infants, are not subject to volume restrictions and are not required to be placed in the plastic bag. There are no restrictions for hold baggage. Source: ENAC.

### **What to carry on board**

For more information on cabin baggage, passengers can visit [Enac](#) website to find any relevant information.

### **Unaccompanied minors**

Each airline applies its own procedures and rules on unaccompanied minors. Usually the minor shall be accompanied by a supervisor, who shall present himself as such at check in and boarding.

The supervisor shall be over 18 years old and, if the supervisor is not one of the minor's parents, shall be the tutor or other person having parental authority who shall have a valid proxy and the travel documents required for the same travel of the minor and travel on the same flight. (Ryanair does not allow transport of non accompanied minor - under 16 years of age in any event it is advisable to check on the website of such airline before proceeding with the purchase). Minors under 16 years of age shall always be accompanied by a passenger of at least 16 years of age.

Accompany service and other special services are NOT available.

**Easy Market** is not responsible for issues arising out of violations of rules and policies on boarding of unaccompanied minors. In any case, it is the passenger sole responsibility to acknowledge the airline rules and policies on boarding of unaccompanied minors. The passenger will be liable for any damage or cost arising out of violations of rules and procedure on boarding unaccompanied minors.

### **Disruptions**

In the event of disruptions, please acknowledge the passengers' rights visiting the following links: [passenger rights when travelling by air](#), <https://www.enac.gov.it/en>, Regulation (EC) No 2006/2004 of the European Parliament and of the Council of 27 October 2004.

## Terms and Conditions: Hotels

### Article 1 Definitions

Easy Market: provider of the Revolution booking system

Travel Agency: user of the Revolution booking system

Supplier: reseller of the travel service

Accommodation facility/hotel structure: supplier of the product and/or travel service.

### Article 2 Products and services

In this Hotels section, the Travel Agency can exclusively purchase hotel services consisting of stays at accommodation facilities. Any services/mandatory fees to be purchased/settled directly on site are excluded, unless otherwise specified.

### Article 3 Easy Market's role

Easy Market acts exclusively as an intermediary of individual travel services and the simultaneous booking and/or combination of hotel services and additional and different products and/or services, including of an ancillary nature, which can be purchased in another section of the booking system, is at the full discretion of the Travel Agency, which shall assume all responsibility, including as an organiser, arising out of any combination thereof.

Easy Market, in its capacity of intermediary, shall not be responsible for the obligations of the supplier/accommodation facility/third party suppliers of ancillary products and services relating to the supply and execution of the services and/or products purchased and shall not be liable for the breaches of such subjects, but shall be solely responsible for the obligations relating to its status as an intermediary and, in any case, within the limits established by law. Where the ancillary products and/or services are purchased directly by the end customer from the accommodation facility or from third party suppliers of the latter, Easy Market shall not in any way and in any capacity be responsible for the supply and execution of such products and/or ancillary services.

### Article 4 Type of booking

By accessing the Hotel section of the Revolution booking system, the agent expressly acknowledges that the same can and should only be used for individual bookings. Group bookings are not allowed.

**Group bookings** shall refer to those bookings made by the agency, including not at the same time, for stays at the same accommodation facility, on the same dates (check in-checkout), which considered as a whole includes a minimum of 15 guests or more, regardless of the number of rooms booked

The agency also acknowledges and expressly accepts that individual bookings made at the same hotel in the same period (check in-checkout) **could be considered by the accommodation / provider / Easy Market as "group bookings" regardless of the number of rooms booked, number of people and/or date of booking.** In relation to such reservations, the accommodation facility and/or the supplier expressly reserve the right to reconfirm and/or adjust the price and/or modify the conditions of sale or **cancel them, even with the possible application of a penalty which will remain the responsibility of the booking travel agency.**

### Article 5 Holding Space / Blocking spaces

The booking agency is absolutely forbidden from using the Revolution Hotels section for blocking rooms for future sales (blocking spaces). Easy Market and its Suppliers and/or hotels reserve the right to cancel, change the conditions and sale price of any reservation identified, at their sole discretion, as relating to blocking spaces, without this involving any of the same obligations or responsibilities.

### Article 6 Prices - Errors in the contents of the system

The travel agency acknowledges that the information and prices shown within the Revolution platform may be incorrect and/or inaccurate.

Any error in connection with the information/descriptions, the terms of sale and the prices charged (including errors relating to content/print, topographical errors, errors in the calculation of currency conversions, errors in price in general, etc.) shall not in any way be binding for Easy Market and its suppliers and/or the accommodation facilities.

The travel agency acknowledges that as acquired from third parties, the product and/or service descriptions, the terms of sale and the prices charged are subject to change at any time without notice.

Under these assumptions, Easy Market and its suppliers and/or accommodation facilities reserve the right to cancel reservations made by the agency, which acknowledges and expressly accepts that in case of cancellation the travel agency and/or the end customer shall be entitled only to a refund of the price already paid and collected, with the express waiver to request any additional compensation or reimbursements.

Once the error has been detected, without acknowledgments and/or obligations of any kind, Easy Market reserves the right to propose alternatives, where possible, at the same cost. Any extra costs shall, in any case, be borne by the agency and/or customer.

#### **Article 7 Taxes**

Unless otherwise specified, the hotel rates available on the Revolution platform typically include the following types of taxes: state, federal, municipal.

By way of example and not limited to, the following types of taxes are always excluded from the final price and must be paid on site by customers/guests (unless expressly or otherwise indicated in the policies of the hotel structure booked): the following types of tourist taxes (by way of example but not exhaustive), e.g. in Italy: Rome, Naples, Rimini, Siena, Florence, etc. and abroad in the USA, resort fees, etc.

All additional costs shall be charged to customers/guests or may not be requested in any way or for any reason from Easy Market and / or to the supplier and / or hotel structures.

It should be noted that in relation to duties and taxes and other taxes to be paid locally, since the relative amounts are imperatively decided by the local authority without any obligation of publicity or prior notice and are sometimes not easy to obtain, Easy Market, despite carrying out continuous and periodic checks with the suppliers of the accommodation facilities, cannot be held liable in the event of a sudden deviation of such public charges from the time of its offer.

#### **Article 8 Payments**

The Agency is required to pay the prices of the tourist products and services booked and the management fees for individual bookings, when requested by Easy Market, and in any case before the start of the booked stay and/or service (unless otherwise agreed upon in writing with Easy Market).

Failure to pay within the terms indicated above and/or agreed upon (if prior to the start of the stay and/or service) shall result in the cancellation of the booking, with application of penalties, as also applied by the supplier/accommodation facility/third party provider of the service and/or ancillary product, which shall remain the responsibility of the travel agency.

#### **Article 9 Customer's age**

The agent acknowledges that all bookings made in the Hotels section of the Revolution system require that at least one of the guests for each room booked are 18 years of age or older, in any case exempting and holding Easy Market harmless from any consequence connected to the non-observance of this condition.

#### **Article 10 Names**

All bookings made in the hotel section of the Revolution system, require the insertion in the appropriate forms of the name and surname of all guests (name indicated in the guest's identification document) who will be part of the stay. Abbreviations, partial names or made up names may be rejected by the hotel structure, resulting in the cancellation of the reservation.

The travel agency shall take note of the above and expressly accepts that Easy Market and its suppliers and/or accommodation facilities cannot in any way be considered responsible for any inconveniences and/or disruptions related to the incorrect insertion of names during the booking phase.

#### **Art. 11 Bed Configuration**

The agency hereby acknowledges and accepts, without raising any objections, that:

- a) The types of rooms booked (single, double, triple, etc.) are not guaranteed and may vary by hotel structure, subject to availability at check-in.
- b) In the case of bookings with "children" (infant: 0 to 2 years of age, child: 2 to 11 years of age or 2 to 17 years of age, depending on the supplier and on the accommodation facility and not determinable during the booking phase), it is up to the supplier and/or to the accommodation facility to accommodate the child in pre-existing beds or to eventually confirm an extra-bed at check-in, with a supplement that remains the responsibility of the customer. Moreover, in case no extra charge was applied to the extra-bed, an extra charge may be requested on site, which shall be charged to the customer, for the child's breakfast and meals.

#### **Article 12 Customer requests:**

- a) Requests made by the customer (by way of example but not limited to):
  - Smoking/non smoking rooms
  - Rooms located on upper/lower floors
  - Rooms not located on the ground floor
  - Honeymoon stays
  - Rooms close to each other or adjoining rooms



Such requests are not guaranteed and shall be considered as mere considerations that Easy Market shall send to the supplier. The accommodation facility reserves the right to accept or refuse the request, at its sole discretion and subject to availability. The agency takes note of the above and expressly agrees that in no event shall Easy Market be held liable for the accommodation facility's failure to accept the specific preferences expressed by the customer.

b) Customer requests that require written confirmation (by way of example but not limited to):

- Rooms for disabled guests
- Guests travelling with pets
- Confirmation of a double bed or two single beds
- Cribs

This type of service requires written confirmation from the supplier of the requested service. Easy Market shall bring the request to the attention of the supplier and shall communicate to the agency any tariff adjustments or supplements to be paid, which, in any case, shall remain the responsibility of the customer.

#### **Article 13 Credit card as guarantee**

The hotel structures reserve the right, including in the case where the price of the stay has already been settled, to request a credit card to guarantee the reservation and any damage to the structure, as well as for the payment of any extras and/or taxes to be paid on site.

In the event that customers are not credit card holders or refuse to provide a credit card for such purposes, the hotel structure reserves the right to cancel the reservation. Easy Market and its suppliers shall not be liable for any inconveniences and/or damages arising from the foregoing.

#### **Article 14 Changes and cancellations**

In case there is a need to make changes or to cancel the services and/or products booked through the Revolution system, the Agency shall have to make said request to Easy Market by sending an email to: [hotel@easymarket.travel](mailto:hotel@easymarket.travel).

Upon receipt of such notification, the relevant department shall verify if changes and/or cancellations are allowed for the specific service and/or product purchased.

If such changes and/or cancellations are allowed, according to the contractual conditions established in the information for the products and/or services booked, provided to the Agency at the time of purchase, any supplements and/or penalties applied that shall be charged to the Agency will be communicated.

#### **Article 15 Late arrival (no show):**

In case of expected arrival at the accommodation facility after the check-in time indicated in the booking documents, or, in the absence of an express indication, after 8:00 PM on the day of the beginning of the stay, the agency and/or the end customer shall be required to give notice to the structure. In case of failure to notify the structure in this regard, the hotel reserves the right to mark the non-arrival at the times indicated as a "no show" on the part of the customers, cancelling the reservation, resulting in unavailability of the room and charging a penalty in the amount of 100% of the price of the stay, which shall remain the responsibility of the Agency and/or customer.

The agent acknowledges and expressly accepts that Easy Market has no decision-making power in this respect and therefore cannot be held responsible in case of cancellations or disruptions.

#### **Article 16 Refunds**

In the case of refunds, if payment for the product and/or service was made using a credit card, the amount, less any expenses and without interest, shall be refunded directly to the same credit card, if allowed by the payment circuit used. The amount shall show up on the customer's bank account 2/3 months following the request. Alternatively, Easy Market shall contact the Agency directly to define the reimbursement mode.

If payment was made by bank transfer (only possible for hotel stays), the Agency shall be contacted by our Customer Service department for communication of the bank details to be used to process the refund.

#### **Article 17 Documents**

It is the Agency's responsibility to ensure that their customer is in possession of valid identity documents, visas and health requirements necessary to enter the countries included in the itinerary. Easy Market declines any responsibility for non-fulfilment due to the absence of such documents.

#### **Article 18 Referral**

For any matters not covered by this document, reference shall be made to the supply contract of the Revolution booking system entered into with the agency and any eventual addendums to the agreement in question, to be understood here as fully incorporated.

## Terms and Conditions: Excursions and transfers

**Easy Market** acts exclusively as an intermediary for products and/or services.

The hotel reservation and/or the combination of hotels and the various products and/or services offered by Easy Market is at the full discretion of the client Agency, which therefore assumes all responsibility arising from the possible combination of the same.

The hotel service, as well as excursions and transfers, are not configurable as negotiable elements for the organisation of travel packages and are therefore governed by the terms and conditions of the individual service covered by the agreement, as specified below.

**Easy Market** shall not, in any case, be responsible for incorrect personal data entered by the customer during the purchase process.

The Agency is therefore responsible for the consequences deriving from the incorrect insertion of said data.

In this scenario, with regard to the Hotel, Excursions and/or Transfer products, **Easy Market** shall act as an intermediary of the various suppliers exclusively in the sale of hotel accommodations or ancillary services.

**Easy Market** also acts as an intermediary for products and/or services in relation to the sale of other ancillary and optional services, so-called activities (e.g. tourist guides, shows, sporting and recreational events in general, catering, cultural services, etc.) and so-called transfers (from and to hotel or airport or other travel station), available for purchase by the end customer separately and provided directly by the hotel or by its third party suppliers, according to the contractual conditions established in the purchase form provided by the hotel or by the latter's third-party suppliers to the end customer, as these are not configurable as negotiable elements for the organisation of travel packages and Easy Market shall not in any way be liable for the supply and execution of such activities or transfers.

**Easy Market** shall not, in any case, be responsible for the obligations imposed on suppliers of individual products and/or services, but shall be solely responsible for those arising from its capacity as an intermediary and, in any case, within the limits established by law pursuant to Articles 1, no. 3 and no. 6, from 17 to 23 and from 24 to 31 of Law no. 1084 of 27/12/1977, ratifying and implementing the International Convention on Travel Contracts (CCV) signed in Brussels on 23/04/1970 and **Legislative Decree 62/2018 implementing Directive (EU) 2015/2302**.

**Easy Market**, acting as an intermediary, shall not be liable for the total or partial non-performance of trips, holidays or other products and/or services covered by the agreement concluded between the customer and the supplier of the relative products and/or services.

### Changes and cancellations

In case of the need for changes or cancellations of hotel accommodation and/or ancillary services (activities or transfers), the Agency shall have to make the request to Easy Market by sending an email [hotel@easymarketcrs.it](mailto:hotel@easymarketcrs.it) or contact Easy Market by Zendesk form.

Upon receipt of such notification, the relevant department shall verify if changes and/or cancellations are allowed for the specific hotel reservation, excursion or transfer purchased.

If such changes and/or cancellations are allowed, according to the contractual conditions established in the information provided by the hotel or by the service, at the time of purchase, any penalties applied by the hotel provider shall be communicated.

### Refunds

If payment was made by credit card, the amount shall be refunded directly to the credit card used to place the order, depending on the payment system used. The amount shall show up on the customer's bank account 2/3 months following the request.

If payment was made by bank transfer (only possible for hotels), the Agency shall be contacted by our Customer Service department for communication of the bank details to be used to process the refund.

### Documents

It is the Agency's responsibility to ensure the their customer is in possession of valid identity documents, visas and health requirements necessary to enter the countries included in the itinerary.

**Easy Market** declines any responsibility for non-fulfilment due to the absence of such documents.

During the booking process, special attention is required when filling out the fields relating to the name and surname of the passengers, which must correspond exactly to those reported on the personal identity document thereof.

## Terms and Conditions: Car Rentals

**Easy Market** hereby informs the agency that it carries out exclusively the intermediation activity for all services offered through this section, and to this end, invites the agency to carefully read the **General Terms** of this website, as applicable. This travel car rental service is not configurable as a negotiable element for the organisation of travel packages and is therefore governed by the terms and conditions of the individual service covered by the agreement, as specified below. **Easy Market** acts exclusively as an intermediary for products and/or services.

The car rentals reservation and/or the combination of car rental and the various products and/or services offered by **Easy Market** is at the total discretion of the agency, which therefore assumes all responsibility arising from the possible combination of the same.

**Easy Market** shall not, in any case, be responsible for incorrect personal data entered by users during the purchase process. The agency is therefore responsible for the consequences deriving from the incorrect insertion of said data. During the booking process, special attention is required when filling out the fields relating to the name and surname of the passengers, which must correspond exactly to those reported on the personal identity document thereof.

**Easy Market** shall not, in any case, be responsible for the obligations imposed on suppliers of individual products and/or services, but shall be solely responsible for those arising from its capacity as an intermediary and, in any case, within the limits established by law pursuant to Articles 1, no. 3 and no. 6, from 17 to 23 and from 24 to 31 of Law no. 1084 of 27/12/1977, ratifying and implementing the International Convention on Travel Contracts (CCV) signed in Brussels on 23/04/1970 (exclusively with respect to the parts of those provisions that do not refer to the agreement for the sale of travel packages and until its repeal, pursuant to Article 3 of Legislative Decree no. 79 of 23 May 2011, the Tourism Code) and Articles 51, second paragraph, 62 and 65 of Legislative Decree no. 21 of 21 February 2014, implementing EU Directive 2011/83, relating to consumer rights, limited to the passenger transport service.

For the **AUTO** service, **Easy Market** acts as an intermediary between the MicronNexus GmbH car rental company, partner in the provision of car rental service and the customer.

### **CAR RENTAL SERVICE PROVIDER:**

MicronNexus GmbH  
Haus am Domplatz  
BuceriusstraBe 2 20095  
Hamburg  
Germany

**Easy Market** shall not, in any case, be responsible for the obligations imposed on suppliers of individual products and/or services, but shall be solely responsible for those arising from its capacity as an intermediary and, in any case, within the limits established by law pursuant to Articles 1, no. 3 and no. 6, from 17 to 23 and from 24 to 31 of Law no. 1084 of 27/12/1977, ratifying and implementing the International Convention on Travel Contracts (CCV) signed in Brussels on 23/04/1970 and subsequent D.lgs 62/2018 implementing (EU) directive 2015/2302.

**Easy Market**, acting as an intermediary, shall not be liable for the total or partial non-performance of trips, holidays or other products and/or services covered by the agreement concluded between customers and the supplier of the relative products and/or services. The agency declares and guarantees to hold harmless and indemnify Easy Market, as well as the subjects connected to it or controlled by it, its representatives, employees, collaborators, as well as its partners from any obligation of compensation, including legal fees, that may arise against them in relation to the use of the products and/or services purchased on the site.

### **Payment of the car rental service**

The charge shall be made through the Revolution.travel website, for the full amount of the car rental. The cost of any extra services reserved must be paid on site.

### **Documents required to pick up a car**

In order to pick up the car, the customer must present the following documents:

- **Valid credit card used at the time of booking and in the name of the person who will pick up the car**, with a credit limit high enough to make the required payment. ATM or debit cards are not valid for this purpose. It is mandatory that the person who picks up the car is the same person who made the reservation. Cars will not be rented to anyone who is not in possession of a valid credit card.
- **Voucher relating to the car rental reservation**: after the booking is completed, a confirmation email will be sent with the booking code, at the email address specified at the time of booking. The customer shall receive confirmation of their car rental company within two working days. From this

email, the customer will be able to check the status of the reservation by clicking on a link which will open a page with their voucher, which must be printed and presented when picking up the car.

- **Valid driver's license:** drivers must be in possession of a valid driver's license for at least 1 year and must not have committed any serious traffic offenses.
- **A valid identification document.**

**Easy Market** declines any responsibility for non-fulfilment relating to the absence of any of the abovementioned documents or for the presentation of an invalid document.

## **EASY BOX PRO GENERAL TERMS AND CONDITIONS OF SALE**

### **CONTENT OF THE PACKAGE SALES AGREEMENT**

The pre-contractual information referred to in Article 34 of the Tourism Code, the description of the package provided in the paper catalogue, if available, and online, or in the travel programme or the technical sheet, as well as the documents provided before the execution of the package and the booking confirmation of the travel services requested by the traveller, pursuant to Article 36 of the Tourism Code, form an integral part of the travel agreement, together with the general conditions that follow.

#### **1. LEGISLATIVE SOURCES**

- 1) The sale of packages relates to travel services to be provided in Italy and abroad and is governed by Legislative Decree no. 62 of 21 May 2018, implementing EU Directive 2015/2302, relating to travel packages and related travel services, amending Annex 1 to Legislative Decree no. 79 of 23 May 2011 (Articles 32 - 51-novies and Annexes A and B of the Tourism Code), by Legislative Decree no. 206 of 6 September 2005 (Consumer Code), by the Italian Civil Code in relation to those aspects that are not governed by the aforementioned laws, as well as by Law no. 1084 of 27 December 1977, enforcing the International Convention on Travel Contracts (CCV) of 23 April 1970, until such time that it is repealed, starting from the time when the denunciation of this Convention by the Italian State takes effect, in accordance with the provisions of Article 37 thereof.

#### **2. ADMINISTRATIVE ARRANGEMENT**

1. The organiser and the seller of the package on whom the traveller relies shall carry out their activities in accordance with applicable state and regional laws where they operate.
2. The organiser and the seller shall bring to the attention of the traveller the details of the coverage of the civil liability insurance policy in favour of the traveller, for the compensation of damages deriving from the violation of the contractual obligations of the organiser and of the seller, of the insurance policies or bank guarantees or funds, consortia or other forms of association, in cases of insolvency or bankruptcy of the organiser or the seller, in order to guarantee the reimbursement, without delay at the request of the traveller, of the cost paid for the purchase of the package and the immediate return/repatriation of the traveller, in the event that the package includes transport of the traveller, as well as, if necessary, payment of meals and accommodations before the return.

In compliance with the applicable law, Easy Market Spa is insured for the Professional Civil Responsibility of Tour Operators and Travel Agencies with UnipolSai Assicurazioni Spa, policy no. 162500059 (liability limit of Euro 2,000,000.00) and policy no. 162500030 (liability limit of Euro 31,500,000.00).

#### **3. DEFINITIONS**

For the purposes of this agreement, the terms below are intended as follows:

##### **a) "travel service":**

1. the transport of passengers;
2. the accommodations, which do not form an integral part of the transport of passengers and are not intended for residential purposes, or for long-term language courses;
3. the rental of cars or other motor vehicles, pursuant to the Decree of the Ministry of Infrastructure and Transport of 28 April 2008, published in the Official Journal of the Italian Republic no. 162 of 12 July 2008, or motorcycles requiring a category A driving license, pursuant to Legislative Decree no. 2 of 16 January 2013;
4. any other service that does not constitute an integral part of one of the travel services listed in points 1, 2 or 3), and is not an insurance or a financial service;

**b) “supplementary travel service”:**

ancillary services such as, among others, the transport of baggage provided as part of the passenger transport service; the use of paid parking spaces within stations or airports; passenger transport over short distances during guided tours or transfers between an accommodation facility and a travel station by other means; the organisation of entertainment or sports activities; the provision of meals, drinks and cleaning services provided within the accommodation; the use of bicycles, skis and other equipment offered by the accommodation facility, or access to on-site facilities, such as swimming pools, beaches, gyms, saunas, wellness centres or spas, included for hotel guests; any other typical supplementary service, including based on local practices;

**c) “package”:**

the combination of at least two different types of travel services as part of the same trip or holiday, if at least one of the following conditions is met:

1. these services are combined by a single professional, including at the request of the traveller or according to the traveller’s selection, before a single agreement is concluded for all services concerned;
2. these services, even if concluded with separate agreements with individual travel service providers, are:
  - purchased at a single point of sale and selected before the traveller consents to make the relative payment;
  - offered, sold or invoiced at a flat or package rate;
  - advertised or sold under the denomination of “package” or a similar designation;
  - combined after the conclusion of an agreement with which the professional allows the traveller to choose from a selection of different types of travel services, or purchased from different professionals, electronically through related booking processes, where the name of the traveller, the payment details and the email address are transmitted by the professional with whom the first agreement is concluded to one or more professionals and the relative agreement with said professional(s) is concluded at the latest 24 hours after the booking confirmation of the first travel service;

**d) “travel package agreement”:**

the agreement relating to the entire package or, if the package is provided under separate agreements, the set of agreements concerning travel services included in the package;

**e) “start of the package”:** the start date/time of the travel services included in the package

**f) “connected travel service”:**

at least two different types of travel services purchased as part of the same trip or holiday, which do not constitute a package, and involving the conclusion of separate agreements with the individual service providers, if facilitated by a professional, alternatively:

- 1) at the time of a single visit or a single agreement with the point of sale, the separate selection and the payment of each travel service by travellers;
- 2) the purchase of at least one additional travel service from another professional, when such purchase is concluded within 24 hours after confirmation of the booking of the first travel service;

**g) “traveller”:**

any person who wishes to enter into an agreement or stipulate an agreement or who is permitted to travel under a concluded agreement within the scope of these General Terms and Conditions;

**h) “professional”:**

any natural or legal person, public or private, who, within the scope of its commercial, industrial, artisanal or professional activities carried out, acts, as part of the agreements covered by these General Terms and Conditions, including through another person working in its name or on its behalf, as an organiser, seller or professional who facilitates related travel services or travel service providers, pursuant to applicable legislation;

**i) “organiser”:**

a professional who combines packages and sells them or offers them for sale directly or through or together with another professional, or the professional who transmits the data relating to the traveller to another professional in accordance with letter c), number 2.4);

**l) “seller”:**

the professional other than the organiser who sells or offers for sale combined packages from an organiser;

**m) “establishment”:**

the establishment defined by Article 8, paragraph 1, letter e) of Legislative Decree no. 59 of 26 March 2010, namely “the actual pursuit for an indefinite duration of an unpaid economic activity by the provider, carried out with a stable infrastructure”;

**n) “durable medium”:**

any tool that allows the traveller or the professional to store the information personally addressed to him or her, so that it can be accessed in the future, for an appropriate period of time and for the purposes for which such information was originally intended, and which facilitates the identical reproduction of the stored information;

**o) “unavoidable and extraordinary circumstances”:**

a situation out of the control of the party invoking said situation, and whose consequences could not have been avoided even if all reasonable measures had been adopted;

**p) “lack of conformity”:** non-performance of the travel services included in a package;

**q) “minor”:** a person under 18 years of age;

**r) “point of sale”:**

any premises, movable or immovable, used for retail sale or a retail website or a similar online sales tool, including in the case where retail websites or online sales tools are presented to travellers as one tool, including telephone services;

**s) “repatriation”:**

the return of the traveller to the place of departure or to another location agreed upon by the parties.

#### **4. CONTRACTUAL INFORMATION FOR THE TRAVELLER**

1. Before the conclusion of the travel package agreement or of a corresponding offer, the organiser and, in the event that the package is sold through a seller, also the latter, shall provide the traveller with the relevant standard information form, depending on whether the specific case relates to:

**IA** - travel package agreements, where the use of hyperlinks is possible;

**IIA** - travel package agreements in situations other than those referred to in section I;

**IIIA** - in case the organiser sends data to another professional pursuant to Article 3, paragraph 1, letter c) point 2.4) of these General Terms and Conditions;

**IB** - in case the professional who facilitates a connected online travel service pursuant to Article 3, paragraph 1, letter f), point 1) of these General Terms and Conditions, is a carrier who sells a return ticket;

**IIB** - in case the professional who facilitates a connected online travel service pursuant to Article 3, paragraph 1, letter f), point 1) of these General Terms and Conditions, is a professional other than a carrier who sells a return ticket;

**IIIB** - in case of connected travel services pursuant to Article 3, paragraph 1, letter f), point 1) of these General Terms and Conditions, if the agreements are concluded in the presence, simultaneous and physical, of the professional (other than a carrier who sells a return ticket) and of the traveller;

**IVB** - in case the professional who facilitates a connected online travel service pursuant to Article 3, paragraph 1, letter f), point 2) of these General Terms and Conditions, is a carrier who sells a return ticket;

**VB** - in case the professional who facilitates a connected online travel service pursuant to Article 3, paragraph 1, letter f), point 2) of these General Terms and Conditions, is a professional other than a carrier who sells a return ticket.

2. In addition to the following information:

**a) the main features of the travel services, including:**

1. the destination or destinations of the trip, the itinerary and the periods of travel, with the relative dates and, if accommodations are included, the number of nights included;
2. the means, characteristics and categories of transport, the places, the dates and times of departure and return, the duration and the location of intermediate stops and connections; in case the exact times and dates have not yet been set, the organiser and, if applicable, the seller, shall inform the traveller of the approximate time of departure and return;
3. the location, the main features and, where applicable, the category of the accommodations, pursuant to the regulations of the destination country;
4. any meals provided;
5. the visits, tours, excursions or other services included in the total agreed package price;
6. the travel services rendered to the traveller as a member of a group and, in this case, the approximate size of the group;
7. the language in which services shall be provided;



8. if the trip or holiday are suitable for people with reduced mobility and, at the request of the traveller, specific information on the suitability of the trip or holiday, which takes into account the traveller's needs;
- b)** the company name and geographical address of the organiser and, if any, of the seller, their telephone numbers and email addresses;
  - c)** the total package price including taxes and all fees and other additional costs, including any administrative and management fees, or, where these cannot be reasonably calculated before the conclusion of the agreement, an indication of the type of additional costs that the traveller may still need to cover;
  - d)** the payment methods, including any amount or percentage of the price to be paid as a down payment and the due date for the payment of the balance, or the financial guarantees that the traveller is required to pay or provide;
  - e)** the minimum number of people required for the package and the term referred to in Article 41, paragraph 5, letter a) of the Tourism Code, before the start of the package, for the possible termination of the agreement in case of failure to reach the said number;
  - f)** general information on passport and visa requirements, including approximate periods of time for obtaining visas and health formalities in the destination country;
  - g)** information on the traveller's entitlement to withdraw from the agreement at any time prior to the start of the package, upon payment of appropriate withdrawal fees, or, where applicable, standard withdrawal fees, requested by the organiser pursuant to Article 41, paragraph 1 of the Tourism Code;
  - h)** information on the optional or compulsory insurance policy which covers the costs of unilateral withdrawal from the agreement by the traveller or assistance costs, including repatriation of the traveller, in the event of an accident, illness or death (ATTENTION: for non-resident travelers in Italy and in the countries neighbors the agency will have to verify the existence of the insurance coverage for assistance costs);
  - i)** details of the coverage pursuant to Article 47, paragraphs 1, 2 and 3 of the Tourism Code and in particular details of the coverage of the civil liability insurance policy in favour of the traveller, for the compensation of damages deriving from the violation of the contractual obligations of the organiser and of the seller, of the insurance policies or bank guarantees or funds, consortia or other forms of association, in cases of insolvency or bankruptcy of the organiser or the seller, in order to guarantee the reimbursement, without delay at the request of the traveller, of the cost paid for the purchase of the package and the immediate repatriation of the traveller, in the event that the package includes transport of the traveller, as well as, if necessary, payment of meals and accommodations before the return;
  - l)** that the traveller shall not be able to invoke any of the rights that apply only to travel packages, pursuant to the Tourism Code and that each service provider shall be solely responsible for the exact contractual execution of its service, while it may invoke protection in the event of insolvency or bankruptcy pursuant to Article 19 of these General Terms and Conditions, in the case of stipulation of an agreement that leads to the creation of a related travel service or a corresponding offer.

## **5. CONTENT OF THE TRAVEL PACKAGE AGREEMENT**

1. The travel package agreement contains all pre-contractual information pursuant to Article 4 of these General Terms and Conditions, as well as the following information:

- a)** specific requests made by the traveller and accepted by the organiser;
- b)** a statement stating that the organiser is responsible for the exact performance of all travel services included in the agreement, and is required to provide assistance if the traveller is in difficulty, including in the event of supervening circumstances not attributable to the organiser, in particular by providing appropriate information regarding healthcare services, local authorities and consular assistance, assisting the traveller to communicate at a distance and helping the latter to find alternative travel services. The organiser may charge a reasonable fee for such assistance, in cases where the problem is caused intentionally by the traveller or through his/her fault, within the limits of the actual costs incurred..
- c)** the name and contact details, including the address of the entity in charge of protection in the event of insolvency;
- d)** the name, address, telephone number, email address and, if applicable, the fax number of the organiser's local representative, of a point of contact or of another service that allows travellers to communicate rapidly and effectively with the organiser to request assistance or to make any claims relating to a lack of conformity identified during the execution of the package;

**e)** the fact that the traveller is obliged to communicate, without delay and taking into account the specific circumstances, directly or through the seller, any lack of conformity identified during the execution of a travel service covered by this agreement;

**f)** in the case of minors, not accompanied by a parent or by another authorised person, traveling under a travel package agreement which includes accommodations, information that makes it possible establish a direct contact with the minor or the person in charge of the minor, at the relative accommodation facility;

**g)** information regarding existing complaint handling procedures and alternative dispute resolution mechanisms (ADR - Alternative Dispute Resolution), pursuant to Legislative Decree no. 206 of 6 September 2005 and, if present, the ADR body by which the professional is disciplined and the online dispute resolution platform pursuant to EU Regulation (EU) no. 524/2013;

**h)** information on the right of the traveller to transfer the agreement to another traveller and the relative terms and costs.

## **6. PURCHASE PROPOSAL**

1. The sales proposal of the travel package must be drafted in a clear and precise manner on an appropriate contractual form, using remote means of communication where appropriate, filled out with all the required information and signed by the traveller, including via electronic systems. The traveller shall also be entitled to a paper copy if the travel package agreement has been stipulated with the simultaneous physical presence of the parties.
2. The sales proposal of the travel package shall be considered accepted, with consequent conclusion of the agreement, only when the organiser sends the relevant confirmation to the traveller, including using remote means of communication and including through the seller, who shall handle the delivery to the traveller. The traveller is entitled to obtaining clear and precise information on the suitability of the trip or holiday, in relation to the needs expressed by the same in the sales proposal of the travel package, including with respect to individuals with reduced mobility, as well as to request special meals during transport and as part of accommodations.
3. Pursuant to Article 36, paragraph 4 of the Tourism Code, for agreements negotiated off-premises, the traveller shall be provided with a paper copy or confirmation of the travel package agreement, or, if the traveller agrees, on another durable medium. Agreements negotiated off-premises, pursuant to Article 45, paragraph 1 letter h) of Legislative Decree 206/2005 (the Consumer Code) shall refer to any agreement between the professional and the consumer: 1) concluded with the physical and simultaneous presence of the professional and the consumer, in a place other than the professional's premises; 2) for which an offer was made by the consumer, subject to the same circumstances as described in point 1; 3) concluded on the professional's premises or by any means of distance communication, immediately after the consumer has been personally and individually approached in a place other than the professional's premises, in the physical and simultaneous presence of the professional and the consumer; or; 4) concluded during a promotional trip or excursion organised by the professional, with the purpose or effect of promoting and selling goods or services to the consumer.

## **7. PAYMENTS**

1. At the time the purchase proposal of the travel package is signed, the following fees must be paid:
  - a)** the management fee, if it has been expressly specified in the sales proposal of the travel package;
  - b)** any down payment, including the management fee, which shall not exceed 25% of the quoted price of the travel package provided by the organiser, paid as a confirmation and deposit of the total price;
  - c)** the balance must be paid by the traveller, without exception, within the time limit set by the organiser in the booking confirmation of the travel package sales proposal;
  - d)** the non-payment of the aforementioned sums by the traveller to the organiser, including through the seller, on the dates set out in the travel package sales proposal shall determine, on the part of the organiser, the legal termination of the travel agreement, due to the actions and by fault of the traveller, with the consequent application of the penalties provided for by Article 9 of these General Terms and Conditions; this shall apply even if the organiser has sent to the traveller the necessary receipts, vouchers and tickets, information on the scheduled departure time and the deadline for acceptance, as well as the dates and times for intermediate stops, connections and arrival.

## **8. PRICE**

1. The price of the travel package shall be determined in the travel package sales proposal; moreover, after the conclusion of the agreement the price can be modified only if the agreement expressly provides for such a modification and only as a result of changes concerning:
  - a)** the price of passenger transport, depending on the cost of fuel or other energy sources;

- b)** the level of taxes or rights on travel services included in the agreement, imposed by third parties not directly involved in the execution of the package, including landing, disembarkation and embarkation fees at ports and airports;
- c)** exchange rates that apply to the package, compared to the date of publication of the travel programme, as reported in the catalogue, including online.

The traveller shall be entitled to a price reduction corresponding to the decrease in costs as a result of changes concerning the aforementioned points referred to in letters a), b) and c), which occurs after the conclusion of the agreement and before the start of the package.

In case of an increase or decrease in the price, the traveller is entitled to know the method used to calculate the revision of the price.

2. A price increase, regardless of the amount, shall be possible only after clear and precise communication thereof on durable support by the organiser to the traveller, together with justification and the method used to calculate the increase, provided at least twenty days before the start of the package.
3. In the event of a decrease in the price, the organiser is entitled to deduct any administrative costs and management costs incurred from the refund due to the traveller, with corresponding proof to be provided at the request of the traveller.
4. If the price increase exceeds 8% of the total price of the package, Article 9 of these General Terms and Conditions shall apply.
5. The price consists of:
  - a)** registration or management fees;
  - b)** the participation fee indicated in catalogue, including online, or in the travel package quotation provided by the organiser to the seller or traveller;
  - c)** any visa and/or entrance fees, pursuant to Article 4, paragraph 2, point f) of these General Terms and Conditions;
  - d)** any insurance policy fees, pursuant to Article 4, paragraph 2, point h) of these General Terms and Conditions;

## **9. CHANGES TO OTHER CONDITIONS OF THE TRAVEL PACKAGE AGREEMENT**

1. Before the start of the package, the organiser can unilaterally change the conditions of the agreement, other than the price, having reserved this right in these General Terms and Conditions, and provided that the changes are minor in nature. In particular, such changes may relate to schedules, flight routes and the actual carrier used, indicated in the acceptance of the sales proposal of the travel package by the organiser.

The organiser shall inform travellers of such changes in a clear and accurate manner on a durable medium.

2. If, before the start of the package, the organiser is forced to change one or more main features of the travel services included in the package in a significant manner, pursuant to Article 3, paragraph 1, letter a) of these General Terms and Conditions or cannot satisfy the specific requests made by the traveller and accepted by the organiser or proposes to increase the package price by more than 8%, pursuant to Article 8 of these General Terms and Conditions, the traveller can accept the proposed change or withdraw from the agreement, within a reasonable period specified by the organiser and without being required to pay any withdrawal fees.

In case of withdrawal, the organiser may offer the traveller a replacement package of equal or higher quality.

3. The organiser shall inform travellers, without undue delay and in a clear and accurate manner on a durable medium:
  - a)** of the proposed changes referred to in paragraphs 1 and 2 above and their impact on the price of the package, pursuant to paragraph 4 of this Article;
  - b)** of a reasonable period of time, within which the traveller is obliged to inform the organiser of his/her decision under paragraph 2 above;
  - c)** of the consequences of traveller's failure to reply within the period of time referred to in this letter b), and of any replacement package offered and the relative price.
4. If the changes to the travel package agreement or the replacement package referred to in the paragraph 2 above involve a package of a lower quality and/or cost, the traveller shall be entitled to an appropriate price reduction.
5. In case of withdrawal from the travel package agreement, pursuant to paragraph 2 above, if the traveller does not accept a replacement package, the organiser shall reimburse the traveller without undue delay, and in any case within fourteen days of withdrawal from the agreement, all payments

made by or on behalf of the traveller; moreover, the provisions of Articles 14 and 15 of these General Terms and Conditions, in relation to the reduction in price and compensation for damages shall apply.

#### **10. RIGHT OF WITHDRAWAL OF THE TRAVELLER BEFORE THE START OF THE TRAVEL PACKAGE**

1. The traveller may withdraw from the travel package agreement at any time before the start of the package, upon adequate and justifiable reimbursement to the organiser of the expenses incurred, which the latter shall duly justify to the traveller who makes such request.
2. The travel package agreement may provide for reasonable standard withdrawal fees, calculated based on the time of withdrawal from the agreement and the expected cost savings and revenues derived from the reallocation of the travel services. Where standard withdrawal fees are not specified, the withdrawal fees shall correspond to the package price less any cost savings and revenues derived from the reallocation of the travel services, taking into account in both cases tariffs subject to restrictions issued by carriers for passenger transport services, pursuant to Article 3, paragraph 1, letter a), no. 1) of these General Terms and Conditions.
3. In the event of unavoidable and extraordinary circumstances that may occur at the place of destination or in its immediate vicinity, and which have a substantial impact on the execution of the travel service or on the transport of travellers to the said destination, the traveller has the right to withdraw from the agreement before the start of the package, without paying any withdrawal fees, and to receive a full refund of any payments made for the package, but shall not be entitled to any additional compensation.
4. In all other cases, pursuant to Article 59, paragraph 1, letter n) of Legislative Decree 206/2005 (the Consumer Code), the right of withdrawal without payment of the related expenses is excluded, as this agreement provides for a specific date or period of execution in relation to the supply of accommodations for non-residential purposes, transport of goods, car rental services, catering services or other services relating to leisure activities.
5. In the event of contracts negotiated off-premises, the traveller has the right to withdraw from the travel package agreement within a period of five days from the date of conclusion of the agreement or from the date on which he/she receives the contractual conditions and the preliminary information if later, without penalties and without the requirement to provide any reasons. In the event of offers with significantly reduced prices compared to current offers, also within the context of agreements negotiated off-premises, the right of withdrawal is excluded. In the latter case, the organiser shall document the price difference, adequately highlighting the exclusion of the right of withdrawal.
6. Travellers who withdraw from the agreement before departure, shall be charged any relevant registration/management fees, any payment for insurance coverage already requested at the time of conclusion of the agreement or for other services already rendered, as well as the following penalties, calculated based on the number of days left until the travel departure date, excluding the day of departure and the day on which the withdrawal is communicated:
  - a penalty of 10% from the day following the booking up to 30 days before departure
  - a penalty of 30% from 29 to 20 days before departure
  - a penalty of 50% from 19 to 10 days before departure
  - a penalty of 75% from 9 to 4 days before departure
  - a penalty of 100% from 3 to 0 days before departure.

It should be noted that the reference is always to calendar days and that for certain destinations, for particular services, for organised groups or for certain travel combinations, the penalties listed above may be subject significant changes with respect to those defined above. For certain travel services, the penalties may already amount to 100% at the time the irrevocable offer is made or at the time of booking/confirmation by the organiser. Such changes shall be specified during the booking phase in the documents relating to the single trip and in any case before the conclusion of the agreement. In cases where the travel package includes accommodation or air transport services, cancellation penalties take into account the fact that hotels or air fares may be subject to restrictions set by hotel operators or airlines, due to the special rates offered to the traveller, the accommodation location or the flight destination, the type of accommodation or the travel class and the selected travel period.

In any case, the organiser shall provide the traveller, at the latter's request, the motivation for the penalties applied, including in relation to any administrative costs incurred by the organiser, resulting from the cancellation of the trip.

Travellers who decide to interrupt their trip or their stay based on a unilateral act of will, who do not show up at the start of the travel and/or who are not in possession of the necessary documents to make the trip shall not be entitled to any refund or compensation.

## **11. WITHDRAWAL OF THE ORGANISER BEFORE THE START OF THE TRAVEL PACKAGE**

1. The organiser can withdraw from the travel package agreement and offer the traveller a full refund of any payments made for the package. However, the organiser shall not be required to pay additional compensation if:

a) the number of individuals confirmed for the package is less than the minimum required based on the agreement and the organiser communicates withdrawal from the contract to the traveller within the term set in the agreement and in any case no later than twenty days before the start of the package for trips with a duration of more than six days, seven days before the start of the package for trips with a duration of two to six days and forty-eight hours before the start of the package for trips with a duration of less than two days.

b) the organiser is unable to execute the agreement due to unavoidable and extraordinary circumstances and communicates the withdrawal from the same to the traveller, without undue delay before the start of the package.

## **12. ORGANISER REFUNDS**

1. The organiser shall reimburse all the prescribed amounts pursuant to the Article 10, paragraphs 1 and 2 and Article 11 of these General Terms and Conditions and shall refund any payment already made by or on behalf of the traveller for the package, after deducting the appropriate expenses, without unjustified delay and in any case within fourteen days from the withdrawal. Any agreements functionally connected with third parties shall be terminated in the cases referred to in Article 11 of these General Terms and Conditions.

## **13. TRANSFER OF THE TRAVEL PACKAGE AGREEMENT TO ANOTHER TRAVELLER**

1. The traveller, subject to prior notice given to the organiser on a durable medium, no later than seven days before the start of the package, may transfer the travel package agreement to another person who meets all the conditions for the use of the service.

2. The transferor and the transferee of the travel package agreement are jointly responsible for the payment of the balance due and of any rights, taxes and other additional costs, including any administrative and management costs resulting from this transfer.

3. The organiser shall inform the transferor of the actual costs of the transfer, which cannot be unreasonable and shall not exceed the expenses actually incurred by the organiser as a result of the transfer of the travel package agreement, and shall provide the transferor with the relevant proof of any rights, taxes or other costs resulting from the transfer of the agreement, in particular in relation to the passenger transport service, pursuant to Article 3, paragraph 1, letter a), no. 1) of these General Terms and Conditions, provided by carriers according to tariffs subject to restrictions issued by the latter.

## **14. CHANGES AFTER THE BEGINNING OF THE TRAVEL PACKAGE**

1. The traveller, on the basis of fairness and good faith, shall promptly inform the organiser, directly or through the seller, taking into account the circumstances of the specific case, of any lack of conformity identified during the execution of a travel service covered by the travel package agreement. The traveller may direct messages, inquiries or complaints relating to the execution of the package directly to the seller who, in turn, shall promptly forward such messages, requests or complaints to the organiser. Moreover, the traveller shall comply with general rules of prudence and diligence and to specific rules in force in the destination countries included in the travel package.

2. If one of the travel services is not executed according to what has been agreed upon in the travel package agreement, the organiser shall remedy the lack of conformity, unless this proves to be impossible or excessively costly, taking into account the extent of the lack of conformity and the value of the travel services affected by the lack of conformity. Where the organiser does not remedy the lack of conformity, Article 15 of these General Terms and Conditions shall apply.

3. Except in cases where it proves impossible or excessively costly as referred to in paragraph 2 above, if the organiser does not address the lack of conformity within a reasonable period of time set by the traveller, in relation to the duration and characteristics of the package, with the complaint made pursuant to paragraph 4 above, the traveller can try to remedy the defect personally and request reimbursement of the necessary, reasonable and documented expenses. In the event that the organiser refuses to remedy the lack of conformity or if it is necessary to address it immediately, the traveller is not required to specify a term.

4. Where a lack of conformity constitutes a significant breach, also having regard to the interest of the traveller, of the travel services included in a package and the organiser has not addressed said non conformity within a reasonable period of time determined by the traveller, in relation to the duration and characteristics of the package, with the complaint made pursuant to paragraph 2 above, the traveller can terminate the travel package agreement with immediate effect and incurring no charges, or, if

applicable, request, pursuant to Article 15 below, a price reduction, except in any case the possible compensation for damages.

5. In the event of termination of the agreement, if the package included passenger transport, the organiser shall also provide for the return of the traveller using equivalent transport, without unjustified delay and without additional costs incurred by the traveller.
6. Where it is impossible to ensure the return of the traveller, the organiser shall bear the costs of the necessary accommodations, where possible of a category equivalent to what was provided for in the agreement, for a period not exceeding three nights per traveller or for the longest period provided for by EU legislation concerning passenger rights, applicable to the relevant means of transport.
7. The limitation of costs pursuant to paragraph 7 shall not apply to persons with reduced mobility, as defined by Article 2, paragraph 1, letter a) of EC Regulation no, 1107/2006 and their carers, to pregnant women, to unaccompanied minors and to people in need of specific medical assistance, provided that the organiser has received communication of their special needs at least forty-eight hours before the start of the package. The organiser cannot invoke unavoidable and extraordinary circumstances to limit the liability referred to in this paragraph, if the transport service provider cannot positively assert the same circumstances, pursuant to applicable European Union legislation.
8. If due to unforeseen circumstances not attributable to the organiser it is impossible to provide, during the execution of the package, a substantial part, in terms of value or quality, of the combination of travel services provided for in the travel package agreement, the organiser shall offer, without additional charge to the traveller, adequate alternative quality solutions, where possible equivalent or higher in value or quality than those specified in the agreement, allowing for the execution of the package to continue, including the possibility that the traveller's return to the place of departure shall not be provided as originally agreed. If the alternative solutions proposed involve a lower quality package than that specified in the travel package agreement, the organiser shall provide the traveller with an adequate price reduction.
9. The traveller may reject the alternative solutions proposed only if said solutions are not comparable to what was agreed in the travel package agreement or if the price reduction granted is inadequate.
10. If it is impossible to provide alternative solutions or the traveller rejects the alternative solutions proposed, in compliance with paragraph 9, the traveller is entitled to a price reduction. In the event of non-fulfilment of the offer obligation, pursuant to paragraph 9, paragraph 5 shall be applied.
11. Where, due to unforeseen circumstances not attributable to the organiser, it proves impossible to ensure the return of the traveller as agreed in the travel package agreement, paragraphs 7 and 8 shall apply.

## **15. RESPONSIBILITY AND ASSISTANCE ON THE PART OF THE ORGANISER**

1. The organiser shall be responsible for the execution of the travel services provided for in the travel package agreement, regardless of whether such travel services must be provided by the organiser itself, by its auxiliaries or assistants carrying out their duties, by third parties on whose services it relies or by other travel service providers.
2. The organiser is required to provide assistance if the traveller is in difficulty, including in the event of supervening circumstances not attributable to the organiser, in particular by providing appropriate information regarding healthcare services, local authorities and consular assistance, assisting the traveller to communicate at a distance and helping the latter to find alternative travel services. The organiser may charge a reasonable fee for such assistance, in cases where the problem is caused intentionally by the traveller or through his/her fault, within the limits of the actual costs incurred.
3. The traveller shall be entitled to an adequate price reduction for the period during which a lack of conformity exists, unless the organiser demonstrates that said lack of conformity is attributable to the traveller.
4. The traveller shall be entitled to receive from the organiser, without undue delay, the appropriate compensation for any damages that may have occurred as a result of a lack of conformity.
5. The traveller shall not be entitled to receive compensation for damages if the organiser demonstrates that the lack of conformity is attributable to the traveller itself or to a third party unrelated to the provision of travel services included in the travel package agreement, and said lack of conformity is unforeseen or inevitable or is due to unavoidable and extraordinary circumstances.
6. Where the non-performance of the services covered by the travel package are not insignificant in nature, also having regard to the interest of the traveller, the traveller can ask that the organiser or seller, according to the responsibility deriving from the breach of the respective obligations assumed with the respective agreements, in addition to and independent of the termination of the agreement,



provide compensation for damage caused by the ruined holiday, related to unnecessarily elapsed holiday time and to the unrepeatability of the missed opportunity.

7. The organiser or the seller, who has granted compensation or a price reduction, or compensated for damages, or was forced to comply with other obligations according to the provisions of these General Terms and Conditions, has the right of recourse against subjects who have contributed to the occurrence of the circumstances or of the event that led to the need for compensation, price reduction, compensation for damages or other related obligations, as well as subjects required to provide assistance and accommodation services under the applicable law, in the event that the traveller cannot return to their original place of departure.
8. The organiser or the seller who have compensated the traveller are subrogated, within the limits of the compensation paid, in all the rights and actions of the latter towards responsible third parties. Moreover, the traveller shall provide the organiser or the seller with all the documents, information and items in his/her possession, deemed useful for exercising the right of subrogation.
9. It should be noted that the technical organisation relates exclusively to the services that make up this package. The additional services purchased independently and/or not included in this EasyBox sale shall be considered extraneous and therefore not subject to guarantees and insurance protection pursuant to Legislative Decree 62/2018 (EU Directive 2015/2302) for the sale of package agreements by Easy Market.

## **16. COMPENSATION LIMITS**

1. The organiser shall be subject to the limitations provided for by international conventions in force binding Italy or the European Union, relating to the extent of the compensation or to the conditions to which such compensation is due by a supplier providing a travel service included in a package.
2. The travel package agreement may provide for the limitation of compensation to be paid by the organiser, with the exception of damages for personal injuries or those caused intentionally or through gross negligence, provided that such limitation is not less than three times the total price of the package.
3. Any right to compensation or to price reduction, pursuant to this Article, shall not affect the rights of travellers provided for by EC Regulation no. 261/2004, by EC Regulation no. 1371/2007, by EC Regulation no. 392/2009, by EU Regulation no. 1177/2010 and by EU Regulation no. 181/2011 of the European Parliament and of the Council, as well as applicable international conventions, without prejudice to the fact that the compensation or reduction in the price granted pursuant to this Article and the compensation or price reduction granted under such international regulations and conventions shall be deducted from each other.

## **17. TERM PRESCRIBED BY LAW TO EXERCISE TRAVELLER'S RIGHTS**

1. The right to a price reduction or to compensation for damages shall expire two years from the date of return of the traveller to the place of departure, except as provided for in paragraph 2.
2. The right to compensation for personal injury shall expire in three years from the date of return of the traveller to the place of departure, or in the longer period in compliance with the provisions for compensation for personal injury governing the services included in the package.
3. For the purposes of compliance with the terms or periods of limitation, the date on which the seller receives a message, request or complaint referred to in paragraph 1 shall also be considered as the date of receipt for the organiser.

## **18. INSURANCE COVERAGE FOR CANCELLATION AND REPATRIATION COSTS**

1. If not expressly included in the price, it is advisable and possible to stipulate an optional insurance policy which covers the costs of unilateral withdrawal from the agreement by the traveller or assistance costs, including repatriation of the traveller, in the event of an accident, illness or death, as well as loss and/or damage to baggage.
2. The traveller can take out other insurance policies with coverage for assistance and legal protection (ATTENTION: for non-resident travelers in Italy and neighboring countries the agency must verify the existence of insurance coverage for the expenses of support).

## **19. GUARANTEES OF PROTECTION IN THE EVENT OF INSOLVENCY OR BANKRUPTCY OF THE ORGANISER OR OF THE SELLER**

1. The organisation agreements for the travel package and the related travel service provided for in Article 3, paragraph 1, letter f) referred to in these General Terms and Conditions are sustained by insurance policies or bank guarantees or by funds, consortia or other forms of association which guarantee, without delay at the request of the traveller, for trips abroad and trips that take place within a single country, including travel in Italy, in cases of insolvency or bankruptcy of the organiser or seller,

reimbursement of the price paid for the purchase of the package and the immediate return of the traveller in the event that the package includes the transport of the traveller, as well as, if necessary, payment for meals and accommodations before the return.

2. Travelers shall benefit from protection in the event of insolvency or bankruptcy of the organiser or seller, regardless of their place of residence, of the place of departure or the place of sale of the package and regardless of the Member State in which the subject responsible for providing protection in the event of insolvency or bankruptcy is established.
3. In the cases provided for by the aforementioned paragraph 2, as an alternative to reimbursement of the cost or immediate return, the traveller may be offered to continue with the package in the manner set forth in Articles 14 and 15 of these General Terms and Conditions.
4. Organisers and sellers not established in a Member State of the European Union that sell or offer packages for sale in Italy or in a Member State of the European Union, which, using any means, direct such activities with respect to Italy or to another Member State of the European Union, are obliged to provide the traveller with a guarantee equivalent to that provided for in this Article 19.

## **20. RESPONSIBILITY OF THE SELLER**

1. The seller is responsible for the execution of the mandate conferred by the traveller with the travel intermediation contract, regardless of whether the service is provided by the seller itself, by its auxiliaries or assistants carrying out their duties or by third parties on whose services it relies, having to fulfil the obligations assumed, evaluated with regard to the diligence required for the exercise of the corresponding professional activity.
2. The professional is responsible for errors due to technical defects in the booking system that are attributable to the same and, where it has accepted to organise the booking of a package or travel services that fall within the scope of connected travel services, for errors made during the booking process.
3. The professional is not responsible for any booking errors attributable to the traveller or due to unavoidable and extraordinary circumstances.
4. The seller is considered as an organiser if, in relation to a travel package agreement, it fails to provide the traveller with the relevant IIA and IIIA standard information forms provided for in Article 4, paragraph 1 of these General Terms and Conditions or the information relating to the organiser's company name, geographical address, telephone number and email address, or fails to inform the traveller that it is acting as a seller.
5. If the organiser is established outside the European Economic Area, the seller established in a Member State is subject to the obligations attributed to organisers by these General Terms and Conditions, unless it provides proof that the organiser complies with the provisions of these General Terms and Conditions.
6. Pursuant to Article 50 of the Tourism Code, the seller is responsible for the execution of the mandate conferred by the traveller with the travel intermediation contract, having to fulfil the obligations assumed, evaluated with regard to the diligence required for the exercise of the corresponding professional activity. The seller is obliged to inform the organiser, without delay, of any communication received from suppliers, including air carriers and in particular low cost airlines, before and during the execution of the travel contract, in relation to any changes (timetables, departure and arrival airports, other communications received), in order to allow the organiser to immediately inform the traveller of said changes. In the event of failure or delayed notice to the organiser by the seller, the latter is responsible for this omission towards the traveller, undertaking to indemnify the organiser from any damages and in any capacity, made by the traveller towards the organiser and exclusively attributed to the seller.

## **21. BINDING NATURE OF THE TRAVELLER'S RIGHTS**

1. The attestation that a package organiser or a professional who facilitates a connected travel service acts exclusively as a provider of a travel service, an intermediary or in any other title, or that a package or a connected travel service does not constitute a package or a connected travel service, does not exempt organisers or professionals from the obligations imposed on them by these General Terms and Conditions.
2. Travelers may not waive the rights conferred on them by the provisions of these General Terms and Conditions.
3. Except as otherwise permitted by the specific legal provisions set out in the Articles of these General Terms and Conditions, any contractual clauses or declarations made by the traveller, that exclude or limit, directly or indirectly, the rights deriving from these General Terms and Conditions or whose

purpose is to circumvent the application of the provisions of these General Terms and Conditions shall not be binding on the traveller.

## **22. OBLIGATIONS OF THE TRAVELLER**

The traveller must have an individual passport or other valid document for all countries covered by the itinerary, as well as residence and transit visas and any health certificates that may be required. The traveller shall, before departure, check with the competent authorities for any updates (for Italian citizens, with the local Police Authorities or the Ministry of Foreign Affairs at [www.viaggiasesicuri.it](http://www.viaggiasesicuri.it) or with the Telephone Operations Centre at +30 06.491115), adapting their travel documentation accordingly before the trip.

In the absence of such verification, the seller or the organiser shall not assume any responsibility for the missed departure of one or more travellers.

The traveller must inform the seller in good time, and the latter undertakes to verify, pursuant to Article 34, first paragraph, of the Tourism Code, in its capacity as seller of the package, as well as the organiser, of his/her citizenship and, at the time of departure, must be in possession of applicable vaccination certificates, of a valid individual passport and any other document valid for all the countries covered by the travel itinerary, as well as residence and transit visas and any health certificates that may be required.

The traveller, as the appointor of the travel agreement, shall inform the Intermediary and the organiser of any special needs or conditions (disability, pregnancy, allergies, food intolerances or special dietary regimes, etc.) and shall explicitly state in writing the request for the related personalised services.

## **23. ALTERNATIVE DISPUTE RESOLUTION SYSTEM**

Pursuant to Article 5, paragraph 1, letter g) of the General Terms and Conditions, the traveller is hereby notified that, in the event that he/she is dissatisfied with the outcome of the resolution formulated by Easy Market, the traveller may direct his/her complaints using the ODR system (On-line Dispute Resolution), platform made available free of charge by the European Union to enable consumers in the EU or Norway, Iceland and Liechtenstein to resolve disputes. Said dispute settlement system is an impartial organisation that helps travellers find a solution out of court. The ODR platform is easy to use and guides users through the entire process. The platform is available in all EU languages and includes integrated deadlines for the resolution of complaints: <https://ec.europa.eu/consumers/odr>

## **ADDENDUM - GENERAL TERMS AND CONDITIONS OF INDIVIDUAL TRAVEL SERVICES**

### **A) REGULATORY SOURCES:**

1. Agreements concerning the offer of individual passenger services such as only transport, only accommodations, only car rental or other motor vehicles or only travel services, which do not form an integral part of one of the travel services defined pursuant to Article 3, paragraph 1, letter a) of these General Terms and Conditions, are not regulated by the Tourism Code, as they do not constitute a travel package or a connected travel service as defined pursuant to Article 3, paragraph 1, letters c) and f) of these General Terms and Conditions.
2. These individual services referred to in paragraph 1 shall be governed by the Legislative Decree no. 206 of 6 September 2005 (the Consumer Code), by the Italian Civil Code for those aspects which are not covered by the Consumer Code, by Articles 1 no. 3 and no. 6, from 17 to 23 and from 24 to 31 (exclusively with respect to the parts of those provisions that do not refer to the organisation agreement), by the International Convention on Travel Contracts (CCV) of 23 April 1970, (enforced by Law no. 1084 of 27 December 1977), until such time that it is repealed, starting from the time when the denunciation of this Convention by the Italian State takes effect, in accordance with the provisions of Article 37 thereof, as well as the contractual clauses of the individual travel service in question.
3. The seller who undertakes to provide to third parties a single travel service, which may also be purchased remotely, shall issue the documents relating to such service to the traveller and the relative contractual elements and cannot be considered as an organiser or otherwise be responsible for the execution of the single travel service sold.

### **B) CONDITIONS OF THE AGREEMENT:**

1. With respect to agreements concerning the offer of the single travel service referred to in the previous letter A), the following Articles shall apply: Article 6 (PURCHASE PROPOSAL), Article 8 (PRICE) and Article 14, paragraph 1 (CHANGES AFTER THE BEGINNING OF THE TRAVEL PACKAGE), it being understood that the terminology of this clause must always be understood with reference to the sales agreement for single travel services, as disciplined.

## **POLICY**

PRIVACY POLICY STATEMENT **EASY BOX PRO** pursuant to Article 13 of EU Regulation 2016/679 (“Regulation”) - GDPR (Italian Authority for the Protection of Personal Data)

Easy Market Spa, with registered office in Strada Statale Consolare 51/c 47900 Rimini (RN), Italy, in its capacity as Data Controller, hereby informs you that your data shall be processed to facilitate the management of the travel package/connected travel service/individual travel service. The provision of data is optional, but necessary for the performance of the agreement.

*Update to: March 4, 2024*