

# Terms and Conditions

## 1. INTRODUCTION

While using or visiting the website hosted in [www.algarvehome.pt](http://www.algarvehome.pt) (“Site”) or the information, data files, written text, charts, links, audio files and other sound, photographs, videos and other images (together referred to as “Contents”), resources and services, including newsletter (together, and including Contents, referred to as “Services”) made available through the website, you are, either as a user or visitor (“User”), agreeing with and accepting (i) these terms of use (“Terms of Use”) and (ii) the privacy and data protection policy available at [ ] (“Privacy Policy”). The Site is property of AlgarveHome S.A., a public limited company with head office at Urb. Monte Canelas, 83, Mexilhoeira Grande, Portimão, Portugal, 8500-157, registered at the Lisbon Commercial Registry Office with the corporate taxpayer number \_\_\_\_\_, with a share capital of EUR 25.000.000 (“AlgarveHome”).

Through the Site, AlgarveHome provides the User with access to the Services. The Services, including updates, developments, new tools and/or new Web properties, are subject to the Terms of Use.

It is possible to make reservations for travels and/or accommodation through the Site, although the contracting party in contracts entered into through the Site, whose object is the rendering of travel services, will be another entity of UNICO Finance, duly licensed and identified in the General Reservation Terms. AlgarveHome merely offers the platform on which the User hires the services, and will not therefore be liable for any problems arising from the fulfillment of such contracts.

## 2. GENERAL OBLIGATIONS AND RESPONSIBILITIES OF THE USER

AlgarveHome reserves the right to change these Terms of Use at any time, merely by posting the respective modifications online on the Site, and the User is the sole responsible for verifying and complying with the terms in every access to the Site. By continuing to use of the Site after the changes are posted you are stating to have accepted the updated version of the Terms of Use. In case you do not agree with the modifications made or, in general, with the Terms of Use, you must immediately cease to use the Site and the Services.

By accessing, using and downloading material from the Site, you agree, in your own name and/or on behalf of the entity you represent, to strictly comply with the provisions of the Terms of Use, further warranting you have the power to act on behalf of the third party you represent, if applicable.

The User must not, under any circumstances, access the Services by any other means other than the interface made available by AlgarveHome, or access (or try to access) the Site and/or the Services through automated means (including the use of scripts or web crawlers).

Under no circumstances must the User use the Site for any other purposes other than the purpose of the Site, including illegal purposes, or any other ends that may be considered harmful to the market image of AlgarveHome. Usurping, counterfeiting, and using usurped or counterfeited content, as well as non legitimate identification and unfair competition are criminal offenses punished by law.

Additionally, the User must not create or place on the Site any type of virus or programs that may harm or contaminate it, and must not advise others to do so.

### User Account

In order to access certain Services and restricted areas of the Site, the User may be required to provide some personal data (such as identification and contact details), in the scope of the registration process for the creation of a User account at the Site (“User Account”). A valid e-mail address, to which the user has the right to legitimately access, must be provided, as well as any other information necessary for the conclusion of the registration process. The information provided must be updated, complete and accurate.

The User is responsible for maintaining the confidentiality of his/her/its password. In case the User detects illicit use of his/her/its User Account, he/she/it must immediately communicate the occurrence to AlgarveHome. Notwithstanding, he/she/it may answer for the illicit use of his/her/its User Account or password before AlgarveHome or a third party.

The User Account may only be used by a third party with consent from the account holder.

The User is the sole responsible for any damage deriving from or loss of profit caused by his/her/its illicit conduct while using the Site and the Services, and for the Contents he/she/it makes available on the Site.

In case AlgarveHome deactivates, or in any other way prevents the User from accessing his/her/its User Account, the User understands and accepts that he/she/it may be prevented from accessing certain restricted areas of the Site, his/her/its User Account details or any contents therein.

### **3. RIGHTS AND OBLIGATIONS OF ALGARVEHOME**

AlgarveHome reserves the right to (i) modify, add or remove portions of the Terms of Use, at any time; (ii) modify or terminate the Services under any grounds and without previous notice, at any time; (iii) remove User Accounts whose contents are illicit, offensive, threatening, defamatory, pornographic, obscene or condemnable, or that violate third party intellectual property rights or these Terms of Use; (v) modify, replace, refuse access to the Site and the Services, suspend or discontinue them, in total or in part. These changes will be effective from the date of their posting on the Site or the date on which such notifications are sent.

AlgarveHome commits to provide technical support to the User, regarding the User Account, which will be available via e-mail.

### **4. INTELLECTUAL PROPERTY AND PERSONALITY RIGHTS**

#### **Ownership**

All information on the Site and the Services, and all data and information compiled by AlgarveHome and associated to them (such as data files, written text, Software, music, audio files and other sound, photographs, videos or other images) to which the User has access as part of the Services or by using the Services, are deemed property of AlgarveHome (or UNICO Finance or a third party, when duly identified). The User may not modify, let, lend, borrow, sell, distribute, or create a derivative work based on the referred contents (partial or total), unless with express consent from AlgarveHome or a third party holder of the respective intellectual property and personality rights.

The User recognizes and agrees that AlgarveHome and UNICO Finance (as applicable) own all intellectual property rights (both registered or unregistered rights in any part of the world where such rights may exist) relative to the Services. AlgarveHome and UNICO Finance (as applicable) own all rights not expressly granted to the User by these Terms of Use.

The User agrees also not to remove, hide, or change any intellectual property rights notices (including copyright and trademark notices) that may be posted or stored in the Services.

#### **Brands and related material**

Unless expressly authorized by AlgarveHome to do so, the Terms of Use do not offer the User a right to use any trademarks or registered trademarks, service brands logos, domain names, and other brand characteristics distinctive of AlgarveHome.

#### **Software**

AlgarveHome grants the User a personal, worldwide, free of charge, non transmissible and non exclusive license to use the reservations interface made available in the Site as part of the supplied

Services ("Software"). This license has the purpose of allowing for the use and enjoyment of the reservation service as it is made available in the Site, and under the provisions of the Terms of Use.

The User may not, and may not allow any third parties to copy, modify, create a derivative work, reverse engineer, decompile, or, in any other way, try to extract the source code of the Software or any part of the Software, unless with express consent, or as foreseen by the applicable legislation, or if the User has been specifically authorized to do so, in writing, by AlgarveHome. Unless AlgarveHome has granted the User specific authorization, in writing, the User may not give (or sublicense) his/her/its rights to use the Software, neither may he/she/it grant his/her/its rights to use the Software as security nor, alternatively, transfer any part of his/her/its rights to use the Software.

## **5. DISCLAIMER OF WARRANTIES**

TO THE EXTENT PERMITTED BY THE APPLICABLE LEGISLATION, THE SERVICES ARE PROVIDED "AS IS", AND "AS AVAILABLE", AND ALGARVEHOME DOES NOT GRANT ANY TYPE OF WARRANTY REGARDING THE SERVICES.

ESPECIALLY, ALGARVEHOME DOES NOT WARRANT THE USER THAT (I) THE USE OF THE SERVICES MEETS HIS NEEDS OR EXPECTATIONS; (II) THE USE OF THE SERVICES IS UNINTERRUPTED OR TIMELY, SAFE, OR ERROR FREE; (III) ANY INFORMATION OBTAINED FROM THE USE OF THE SERVICES IS ACCURATE OR RELIABLE; AND (IV) DEFECTS, IF THERE ARE ANY, IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE SUPPLIED AS PART OF THE SERVICES WILL BE CORRECTED.

CONDITIONS, WARRANTIES, OR OTHER TERMS (INCLUDING ANY IMPLICIT TERMS IN WHAT CONCERNS SATISFYING QUALITY, FITNESS FOR A PURPOSE OR CONFORMITY WITH THE DESCRIPTION) DO NOT APPLY TO THE SERVICES, EXCEPT WHEN EXPRESSLY ESTABLISHED BY THE TERMS OF USE.

THE USE OF THE SITE, SERVICES, AND ANY MATERIAL DOWNLOADED, OR IN ANY OTHER WAY OBTAINED BY USING THE SERVICES, IS AT THE OWN RISK AND EXPENSE OF THE USER, WHO IS THE SOLE RESPONSIBLE FOR ANY DAMAGE AND LOSS OF PROFIT RELATED TO THE EQUIPMENT ON WHICH HE/SHE/IT USES/VIEWS THE SITE, THE SERVICES AND THE MATERIALS MADE AVAILABLE THEREIN.

THE TERMS OF USE WILL NOT AFFECT THE RIGHTS FORESEEN BY THE APPLICABLE LEGISLATION, TO WHICH THE USER IS ALWAYS ENTITLED IN THE CAPACITY OF CONSUMER, WHEN HE/SHE/IT INTERVENES AND RELATES TO ALGARVEHOME IN SUCH CAPACITY, AND WHICH, UNDER THE CONTRACT, HE/SHE/IT MAY NOT AGREE TO CHANGE OR WAIVE.

NO RECOMMENDATION OR INFORMATION, ORAL OR WRITTEN, FROM ALGARVEHOME WILL BE CONSTRUED AS A WARRANTY OF ANY TYPE, UNLESS IF EXPRESSLY DEFINED BY THE TERMS OF USE.

TO MAKE THE ACCESS EASIER FOR THE USER, ALGARVEHOME MAY INCLUDE LINKS FOR INTERNET SITES OWNED OR OPERATED BY THIRD PARTIES.

WHEN THE USER USES THOSE LINKS TO THIRD PARTY SITES, HE/SHE/IT MUST PREVIOUSLY REVIEW AND ACCEPT THE RULES OF THAT SITE.

THE USER MUST ALSO ACCEPT THAT ALGARVEHOME DOES NOT CONTROL THE CONTENTS OF THOSE THIRD PARTY SITES AND CAN NOT UNDERTAKE ANY RESPONSIBILITY FOR THE MATERIAL CREATED OR POSTED THEREIN.

ADDITIONALLY, A LINK TO A SITE NOT OWNED BY ALGARVEHOME DOESN'T MEAN THAT ALGARVEHOME ENDORSES SUCH SITE OR THE PRODUCTS AND SERVICES THEREIN.

## **6. LIMITATION OF LIABILITY**

TO THE EXTENT PERMITTED UNDER THE APPLICABLE LEGISLATION, ALGARVEHOME IS NOT LIABLE BEFORE THE USER FOR:

(I) ANY DAMAGE DERIVING FROM THE USE OF THE SITE AND THE SERVICES, INCLUDING RESERVATIONS OF TRAVELS AND/OR ACCOMMODATION, IF THIS SERVICE IS RENDERED BY THIRD PARTY;

(II) ANY DAMAGE DERIVING FROM: (A) ANY JUDGMENT THE USER MAKES REGARDING THE INTEGRITY, THE ACCURACY OR THE EXISTENCE OF ANY ADVERTISEMENT OR ANY RELATIONSHIP OR TRANSACTION MADE WITH AN ADVERTISER, WHOSE PUBLICITY IS PRESENTED ON THE SERVICES OR ON THE NEWSLETTER OF ALGARVEHOME; (B) ANY CHANGES ALGARVEHOME MAY PERFORM ON THE SERVICES OR ANY PERMANENT TERMINATION OF THE SERVICES (OR ANY OF THE SERVICES' FUNCTIONALITIES); (C) THE REMOVAL, CORRUPTION OR STORAGE ERROR OF ANY CONTENT OR COMMUNICATION DATA STORED OR TRANSMITTED WHEN USING THE SERVICES; (D) DIRECT OR INDIRECT VIOLATION OF THE TERMS OF USE; (E) NON MAINTENANCE AND CONFIDENTIALITY OF THE USER PASSWORD OR ACCOUNT DETAILS.

THE RESPONSIBILITY OF ALGARVEHOME BY WAY OF COMPENSATION BY ANY DAMAGE AND LOSS OF PROFIT REGARDING THE SITE AND THE SERVICES, CAUSED BY ALGARVEHOME, THEIR REPRESENTATIVES OR AUXILIARIES, IS LIMITED TO THE CASES OF INTENT OR GROSS NEGLIGENCE. IN CASE THE USER DISAGREES, IN TOTAL OR IN PART, WITH THE SITE OR THE SERVICES, OR THESE TERMS OF USE, HE/SHE/IT MAY ONLY CEASE TO USE THE SITE OR SERVICES, AS APPLICABLE, AND DEMAND CANCELLATION OF HIS/HER/ITS USER ACCOUNT.

## **7. PRIVACY POLICY**

The Privacy Policy is available in available in this [link](#). The document has an explanation of the procedures adopted by AlgarveHome and third parties rendering services through the Site, in the scope of the handling of the users' personal data and the protection of their privacy when using the Site and the Services. You accept that AlgarveHome will collect and handle your personal data under the terms of the Privacy Policy.

## **8. GENERAL PROVISIONS**

### **Prevalence**

In case of conflicts between the Terms of Use and other specific provisions or specific terms and conditions on the Site concerning certain materials, those will prevail

### **Exercising rights**

The choice not to exercise any rights or provisions, as foreseen by the Terms of Use, by AlgarveHome must not be deemed a waiver to such rights.

### **Entirety**

The Terms of Use are the entire agreement between the User and AlgarveHome concerning the use and consultation of the Site and the Services, by the User, and regulate their use (excluding any Services that may be supplied by AlgarveHome in the scope of a separate contract), fully replacing any previous agreements made between the User and AlgarveHome concerning the Site and the Services.

## **Reduction**

Non validity, declared by judicial or arbitrary rulings, res judicata, of a provision of the Terms of Use, does not determine the non validity of the remaining provisions, and AlgarveHome reserves the right to, if applicable, modify the Terms of Use in order to suppress the non valid character of the provision.

## **Notices/Communications/Complaints**

Any notifications and communications from AlgarveHome to the User under the Terms of Use must, preferably, be sent to the e-mail or home addresses made available by the User on his User Account, without prejudice of AlgarveHome's ability to resort to other elements and contact methods.

Any notices, communications and complaints from the User must be sent, preferably, to the e-mail: [info@algarvehome.pt](mailto:info@algarvehome.pt)

## **9. APPLICABLE LAWS AND JURISDICTION**

The Terms of Use, as well as the User's relationship with AlgarveHome in accordance to the Terms, are ruled by the applicable laws of the Portuguese Republic. The User and AlgarveHome agree to submit to the exclusive jurisdiction of the county courts of Portimao the resolution of any legal issues deriving from the Terms of Use, without prejudice of the mandatory legal regulations applicable. Notwithstanding, AlgarveHome may apply an injunction (or an equivalent mean of urgent legal compensation) in any jurisdiction.

## **10. BOOKING TERMS**

### **10.1. SCOPE**

10.1.1. The present general terms ("Booking Terms") govern and are an integral part of the contract for services entered into through the website [www.algarvehome.pt](http://www.algarvehome.pt) ("Site") between User ("Customer"), for the purposes of providing reservation services of accommodation ("Accommodation") and the respective subsidiary travel services in apartments ("Apartments") owned by or explored by AlgarveHome and also, when contracted of transportation services ("Transportation") or other travel services requested by the Customer or offered to the Customer by this entity as a Travel or/and Organized Travels ("Contract").

10.1.2. For the purposes of the Contract, a "Travel" shall mean a travel that combines at least two of the following services: Accommodation, Transportation or travel services not subsidiary of the aforementioned; an "Organized Travel" shall mean a Travel that is sold or proposed for sale at an all included price, when it exceeds twenty-four hours or includes at least a one night-stay in an Accommodation.

10.1.3. The execution of the Contract, that will occur after the Customer confirms the reservation through the Site, is made pursuant to these Booking Terms, which the Customer must acknowledge and accept through the validation of a checkbox for that purpose in the reservation form. In addition to the foregoing, the Customer further acknowledges and accepts the Terms of Use of the Site and respective Privacy Policy.

### **10.2. RESERVATIONS**

10.2.1. While booking a reservation, the Customer must fill in the respective form correctly, providing, notably, the apartment, Accommodation and (if applicable) the intended Transportation, departure dates, check-in and check-out and applicable tariffs, always subject to availability



confirmation by UNICO Finance, as well as his/her personal data and payment information. The user is entirely responsible for the choices made and the information made available, that should be complete, accurate and updated.

10.2.2. With the confirmation of the reservation details by the Customer, a e-mail shall be automatically generated. After confirming the reservation, and subject to payment pursuant to section 9, the Customer is entitled to the services booked, under the terms and conditions set forth in the respective proof of reservation and in the Contract.

10.2.3. When a Customer has reserved only Accommodation, the Customer is fully responsible for the obtainment and/or contracting of means of transportation that allow him/her to enjoy the contracted services, without prejudice of the Customer being able to contract that service to UNICO Finance autonomously (if available and subject to acceptance by UNICO Finance).

10.2.4. Equally, the Customer assumes full responsibility for possessing and/or obtaining the documents necessary (such as identification documents, authorizations, visas and vaccination certificates) to enter the country and/or locality of the apartment or an airport (should there be any connecting flights) during the booked trip. In the event the Customer has reserved only Accommodation, he/she shall be solely responsible for gathering the necessary information regarding these conditions. AlgarveHome does not assume any responsibility for the refusal of granting the Customer visas or permissions to enter any country. In this case, section 10.9 applies.

10.2.5. The organization of Organized Travels is made by UNICO Finance, except if the travel program expressly establishes otherwise.

10.2.6. In light of the regimes and special tariffs for children, that vary, among other factors, based on age, the service renderer and travel dates, UNICO Finance advises the Customer to previously seek information before making a reservation.

10.2.7. There is no debt or any reimbursement to the Customer for goods and/or services that, despite being placed at his/her disposal, the Customer decides not to use.

### **10.3. BENEFITS, PROMOTIONS AND DISCOUNTS**

10.3.1. Depending on the agreements entered into by AlgarveHome with third parties ("Partners") and which are effective as at the date of booking by the Customer, he/she can have access to discounts and special tariffs ("Benefits") in the booking of a reservation, as long as the Customer is fully entitled by the Partner to access such Benefits and correctly introduces the corresponding identification number. AlgarveHome reserves the right to contact the Partner to obtain confirmation of the applicability of Benefits to a Customer.

10.3.2. Apart from the provisions of clause 10.3.1, AlgarveHome may post on the Site certain promotions ("Promotions") and discounts ("Discounts") in the reservations booked by the Customer, that may have a specific time frame.

10.3.3. The following conditions are applicable to Benefits, Promotions and Discounts:

i) For the benefit of determined Promotions and/or Discounts, a promotion code ("Promotional Code"), or previous payment of the reservation may be requested to the Customer;

ii) The Benefits, Promotions and Discounts are subject to confirmation of availability by AlgarveHome;

iii) AlgarveHome reserves the right to cancel the Benefits, Promotions and/or Discounts or reject a Promotional Code when the total value of the Promotional Codes already used exceeds a certain financial amount or when these are used in a fraudulent manner (namely, by someone who is not their rightful owner/beneficiary);

iv) The Benefits, Promotions and Discounts are only valid for reservations made through the Site and are not assignable to third parties;

v) In case of cancelation or lack of use of a reservation made in the scope of a Benefit, Promotion or Discount, the value of said Benefit, Promotion or Discount, will not be returned nor does AlgarveHome guarantee its reapplication on another reservation;

vi) In case of a change occurring, by the Customer's initiative, of the characteristics and/or incumbency of a reservation made in the scope of a Benefit, Promotion or Discount, he/she can lose the benefit/discount granted by the reservation. In case of waiver, section 10.10 applies;

vii) The use of fraudulent mechanisms for the obtainment of Benefits, Promotions or Discounts holds the Customer responsible and confers AlgarveHome the right to choose between (a) the application of the tariff without discount and (b) the resolution of the Contract, and such resolution, regarding the consequences it creates, is equivalent to the resolution of the Contract by the Customer in terms of clause 10.9, without prejudice to the right of AlgarveHome to be indemnified by all sustained damage;

viii) AlgarveHome reserves the right to cancel and/or change at all times the Benefits, Promotions and Discounts.

## **10.4. TAXES**

Except if explicitly referred otherwise, the taxes legally owed (including, notably, Value Added Tax) will be added to the reservation price, being charged by AlgarveHome to the Customer jointly with the reservation at the legal rate in force as at the date of the booking, based on the contracted services.

## **10.5. FEES**

10.5.1. The booking of, changes to or cancellation of reservations may be subject to the payment of fees charged by AlgarveHome to the Customer, calculated in accordance with the type of reservation, date of booking (or respective change or cancellation) and the applicable tariff, to be disclosed in the moment of the booking of the reservation by the Customer. Moreover, additional fees can be charged by AlgarveHome to the Customer for changes in the reservations or cancellations, in case these are demanded by the company of the UNICO Finance that operates apartment or by other service renderers.

10.5.2. The fees are owed for each reservation booked as an offset for AlgarveHome making its online booking services available to the Customer, being charged at the moment of payment of the reservation by the Customer.

10.5.3. The fees owed by the Customer to AlgarveHome in the scope of a reservation are not reimbursable in case he/she does not use the goods and/or services contracted, as well as in case other events not attributable to AlgarveHome occur, except if the Customer cancels the reservation in the terms (including of deadline) described in the Booking Terms.

## **10.6. CHANGES**

10.6.1. The Customer may make changes to the reservation of Organized Travels in the following terms and conditions:

i) Ownership. The Customer may assign his/her reservation, as long as AlgarveHome is informed in writing with at least 15 days prior notice in relation to the departure date of the trip or Accommodation check-in date, provided such assignment is possible under the terms of the transportation regulations applicable to the situation. In any case, the assignee and the assignor are solely responsible for the payment of the price and additional fees originated by the assignment;

ii) Other changes. Any changes to the reservations require the full agreement of AlgarveHome and may imply changes to the price and/or be subject to the payment of fees calculated in function of the type of reservation, date of change and applicable tariff.

10.6.2. The provisions of paragraph ii), clause 10.6.1 are applicable to the changes requested by the Customer to any reservations made through the Site that are not Organized Travels with the due adaptations.

10.6.3. Without prejudice of the provisions of clause 10.6.1, AlgarveHome may make changes to an Organized Travel reserved by the Customer up to 20 days prior to the foreseen date of departure indicated in the proof of reservation, if that change reflects exclusively on the price and results of the increase in costs with transportation or fuel, duties, taxes or chargeable fees or currency Exchange fluctuations. The price will be altered in proportion to the increase verified in the taxes or chargeable fees or Exchange rate in force at the date of reservation, as applicable.

## **10.7. ACCOMODATION**

10.7.1. The specifications of the apartment are those stated in the corresponding page of the websiteAlgarveHome. However, since the apartment photographs were not taken in the day the Customer made the reservations, there may be non substantial differences between the photograph and reality at the date of the use of services contracted by the Customer, which does not confer the Customer the right to any Contract modification.

10.7.2. The prices presented are per one apartment and may be presented per person or based on different criteria that, in any case, will be duly indicated in the Site when the reservation is being booked. In case it is possible to make a reservation for a number of people larger than the normal capacity of the Accommodation, an extra bed might have to be added that may not be as comfortable or as high quality as the other existing beds, reducing habitable area of the Accomodation. The same will occur with children's beds.

10.7.3. In case nothing is referred in the reservation, the food regime does not include any meal. In the travels with food regimes that include meals, these do not include those that coincide with the duration of the flight, the transportation from and to the airport and time waiting for connection flights.

10.7.4. The group, category and denomination of the Accommodation are determined by applicable legislation of the host State.

10.7.5. In case the Customer presents him/herself with more people than those indicated in the reservation to use the Accommodation, AlgarveHome may refuse their entry, a situation for which AlgarveHome cannot be held responsible.

10.7.6. If there is a situation of overbooking (that is, more reservations than available accommodation) of the Accommodation reserved by the Customer, he/she acknowledges and accepts that AlgarveHome may place the Customer in another similar Accommodation or in another Accommodation of the same category (in any case, it is assured that the quality of the Accommodation made available is not inferior to the Accommodation reserved by the Customer), without additional costs to the Customer. For that reason, the Customer has no right to any indemnity or resolution of Contract.

10.7.7. For each individual apartment, the allowed hours of use are specified in the House Rules. The House rules of each specific apartment are posted on the corresponding pages of the site.

Staying in the Accommodation beyond the check-out time may lead to the payment of additional amounts, which shall be borne exclusively by the Customer.

10.7.8. In case the Customer does not arrive at the apartment until 11:59 a.m. of the date following the check-in date indicated in the proof of reservation, the AlgarveHome can disregard the reservation and sell the Accommodation to third-parties, a situation for which AlgarveHome cannot be held accountable.

10.7.9. The Customer should comply with House Rules, and AlgarveHome cannot be held accountable for damages incurred by the Customer in consequence of its violation.

## **10.8. PAYMENT**

10.8.1. The Customer must pay the amount indicated in the reservation form as a pre-requisite to be able to use the contracted reservation.



10.8.2. The payment of the reservation can be made by the Customer (i) in the Site, on the date of the booking or (ii) in the apartment, on the check-in date of the Accommodation (exclusively in case this mode is available for the type of reservation made by the Customer).

10.8.3. If the Customer chooses to pay the reservation at the moment of booking, he/she should do so with a credit card of his/her own, within the list of issuing entities which AlgarveHome collaborates with and is made available in the reservation form, being the payment accepted by AlgarveHome within the limits authorized by the Customer's Card Issuing Entities.

10.8.4. Alternatively, in case payment in the apartment is allowed, Customer can do in the terms permitted by the AlgarveHome. The Customer should previously seek information about these terms from AlgarveHome on the accepted payment methods. Notwithstanding, your credit card information will always be requested by AlgarveHome when booking a reservation of the Site, for guarantee of reservation.

10.8.5. The credit card information inserted by the Customer is protected under the terms of the AlgarveHome Privacy Policy.

## **10.9. CANCELLATION**

10.9.1. The Customer can at all moments give up on the reservation and terminate the Contract, as long as the Customer communicates such cancellation to AlgarveHome until the date indicated in the proof of reservation. In that case, he/she has the right to receive the amounts paid for the booked reservation, deducted from the following costs, calculated in accordance with the reservation booked:

i) Management expenses. Management and administrative expenses incurred by AlgarveHome for the obtainment of the reservation and its cancellation;

ii) Annulment expenses. Non-reimbursable annulment expenses charged by the operating company where the Accommodation is located or by other service renderers;

iii) Cancellation penalty. The cancellation penalty is subject to change from time to time. The penalty depends on the time of the year, the selected dates of arrival in the apartments and the type of apartments selected.

10.9.2. AlgarveHome reserves the right to cancel an reservation and should inform the Customer in writing with at least, 5 days prior notice.

10.9.3. The cancellation of any reservations made through the Site implies the loss, in favour of AlgarveHome, of any amounts paid by the Customer, except if the contrary expressly results of the respective proof of reservation.

## **10. IMPOSSIBILITY TO PERFORM**

10.10.1. When AlgarveHome cannot perform any of the obligations resulting from the Contract, and such impossibility is not attributable to AlgarveHome, it should notify the Customer immediately thereof. If the impossibility respects to an essential obligation, the Customer can terminate the Contract without any penalty or accept, in writing, a change in the Contract and an eventual variation to the price. The Customer should communicate his/her decision to AlgarveHome within 4 days as of reception of such notice. In case the Customer does not answer to the notice sent by AlgarveHome, such silence will be deemed as an agreement to the change.

## **10.11. COMPLAINTS**

10.11.1. Any deficiency in the execution of the Contract relative to the services should be communicated to AlgarveHome in writing in a maximum of 5 working days after the end of the services contracted by the Customer.

10.11.2. For a complaint to be analyzed by AlgarveHome, Customer must obtain the documents that prove the occurrence.

10.11.3. In case of a complaint presented for non-compliance of the services contracted to AlgarveHome, the Customer can trigger the deposit set forth in the applicable legislation (as long as the complaint is based on the non-compliance of duties which performance is guaranteed under said deposit). For that effect the Customer shall file a motion requesting Turismo de Portugal, I.P. to notify the guarantor with the following ancillary documents:

- i) Court sentence *res judicata*, which shall bear a due, certain and liquid debt;
- ii) Arbitration decision;
- iii) Motion requesting the intervention of the arbitration committee, in the terms of the applicable legislation, instructed with the elements evidencing the alleged facts.

## **10.12. LIABILITY**

10.12.1. AlgarveHome is liable to the Customers as pursuant to the law, except if:

- i) the number of people actually living in the apartment exceeds the maximum number of people allowed for accommodation in the respective apartment, specified in the House rules;
- ii) the non-compliance is due to situations of force majeure or fortuitous occurrences motivated by abnormal and unpredictable circumstances non attributable to AlgarveHome, which consequences could not have been avoided after all diligences were made;
- iii) it is demonstrated that the non-compliance is due to the conduct of the Customer or the unpredictable actions of a third-party;
- iv) AlgarveHome cannot legally trigger the right of recourse against third-party service renderers set forth in the Contract, in the terms of the applicable legislation;
- v) AlgarveHome cannot be held responsible for the deterioration, destruction or loss of luggage or other items.

10.12.2. AlgarveHome is only liable for damages arising from the incorrect emission of the Accommodation documents or for the negligent choice of the service renderers, except if these were suggested by the Customer.

10.12.3. Whenever AlgarveHome is limited to intervene as a mere intermediary on the reservation of the services requested by the Customer, the liability of AlgarveHome towards the Customer is limited to damages arising from incorrect issuance of the Accommodation documents.

10.12.4. To the extent allowed by the applicable legislation, AlgarveHome is not responsible for damages that might originate in any unpredictable circumstance or that is out of its control and also, expressly and as an example: delays or network failures, interferences, interruptions, viruses, breakdowns and/or disconnections in the operational functioning of the Site or the computer devices and equipments of the Customer, or any other anomalous functioning of the reservation service for causes that escape its control and that stop the booking of the reservation.

10.12.5. The Customer is liable towards AlgarveHome as pursuant to the law. The Customer is responsible for any damage caused to the apartment in which he lives, as well as furniture, equipment, materials, technical means and devices located in such an apartment. The Customer is responsible for damage caused to third parties.

## **10.13. PERSONAL DATA**

10.13.1. When filling the reservation form, certain data will be requested to the Customer that are susceptible of identifying him (Personal Data). The Personal Data will be collected and processed by AlgarveHome and other organizations, entity subcontracted by AlgarveHome for the effect, in the strict compliance of the law and according to the provisions of the Site's Privacy Policy.

## **10.14. CONTACT**

10.14.1. All communications and notifications in the scope of the Contract should be made using the information given by the Customer through the online form. Any change to the Customer's details, as well as, any communication or notification from the Customer to AlgarveHome shall be made to the following contacts:

- reservation of Accommodation in Portugal - [info@algarvehome.pt](mailto:info@algarvehome.pt)

## **10.15. GENERAL PROVISIONS**

10.15.1. The Booking Terms are applicable only to the reservation of travel services made through the Site, being a complement of eventual specific terms agreed in writing between the Customer and AlgarveHome relative to the object matter of the Contract or referred in a specific area of the Site for a determined product or service, including the proof of reservation ("Specific terms"), that are also an integral part of the Contract.

10.15.2. The provisions of the Specific Terms prevail, in case of conflict, over the Booking Terms, prevailing over both any additional written stipulation especially agreed between the Customer and AlgarveHome and signed by both, which are also part of the Contract.

10.15.3. Once the Contract is executed it can only be changed in writing through a document signed by the Customer and AlgarveHome, which will be considered an integral part of the Contract.

10.15.4. The provisions of these Booking Terms can be changed at every moment by AlgarveHome for future legal relationships, without previous warning. As such, whenever you book a reservation, you should read them fully even if you frequently use the Site.

## **10.16. APPLICABLE LAW AND JURISDICTION**

10.16.1. The Contract is ruled by the laws of the Portuguese Republic.

10.16.2. For the resolution of any litigation occurring from the validity, celebration, execution, non-compliance, extinction or interpretation of the Contract the County Court of Portimao has exclusive jurisdiction, without prejudice of the mandatory applicable legal regulations.