

TERMS OF SERVICE

PLEASE READ THESE TERMS OF SERVICE CAREFULLY BEFORE ACCESSING OR USING THE SERVICES. IF YOU DO NOT AGREE TO THESE TERMS OF SERVICE, YOU MAY NOT ACCESS OR USE THE SERVICES. BY COMPLETING THE BOOKING FORM ON OUR WEBSITE, BY CLICKING ON "SUBMIT" YOU WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND YOUR INTENT THAT SAME WILL BE BINDING BETWEEN YOU AND US.

1. OUR RELATIONSHIP WITH YOU

- 1.1. These are the terms and conditions ("Terms of Service") relevant to the Services (see definition) we provide. These Terms of Service refer to the following additional terms which also apply to your use of our Services:
 - 1.1.1. Our Terms of Use.
 - 1.1.2. Our Privacy Policy.
- 1.2. The above terms and conditions and policies are hereby incorporated by reference and together are the agreement ("**Agreement**") between us and you. If there is any conflict between the above terms and conditions/ policy and the Terms of Service, the latter will prevail.
- 1.3. These Terms of Service tell you who we are, how we will provide Services to you, how either us or you may amend or end the contract for the supply of Services, what to do if there is a problem with your order and other important information.
- 1.4. You retain the sole right to determine when, where, and for how long you will utilise our Services.
- 1.5. **These Terms of Services contain provisions that appear in similar text and style to this paragraph 1.5 and which:**
 - 1.5.1. **may limit our risk or liability or the risk or liability of a third party/ Service Provider; and/or**
 - 1.5.2. **may create risk or liability for you (as a Consumer); and/or**
 - 1.5.3. **may compel you to indemnify us or a third party; and/or**
 - 1.5.4. **may serve as an acknowledgement, by you, of a fact.**

2. THE CONTRACT BETWEEN YOU AND US

- 2.1. **Signing:** No electronic signature is required to conclude the contract between us; the mere sending of a Data Message or click on "I accept" or "Checkout" or "Submit" demonstrates your acknowledgement and agreement to these Terms of Service.
- 2.2. **Service specific T&C's:** Certain Services may have additional terms and conditions that will apply ("Specific Terms"). The Specific Terms will be presented to you by our Service Providers after your booking form has been submitted and payment has been made to us. We recommend that you read the Terms of Service provided to you by our Service Providers as additional terms such as insurance may apply.
- 2.3. **Services with pricing on our website:** by placing our Services on our website we invite you to do business with us.
- 2.4. **The Offer:** your submission of the selected Services to us is your offer to use our Services.
- 2.5. **Acceptance of your Offer:** Our acceptance of your Offer will take place at our Premises on receipt of your payment, which we may confirmed via email or telephone (take note, at this stage no contract has been concluded between us).
- 2.6. **Contract formation:** a contract will be concluded between us in terms of our Services, on receipt of your payment and your receipt of our confirmation email ("Commencement Date").
- 2.7. If we (our Service Providers) are unable to provide the Services to you for whatever reason, we will inform you of this and will either arrange an alternative date or refund your payment we have received (at our discretion). This might be because our Service Provider is unable to provide the Service at the particular time, or due to bad weather or other reasons which we could not reasonably foresee or plan for, error in the price or description of the Service.
- 2.8. **Your booking Number:** We will assign a booking number to you subsequent to the submission of the booking form and on acceptance thereof. Please use the booking number as a reference when enquiring on your booking.

3. SERVICES: RIGHTS AND RESTRICTIONS

- 3.1. The Service is not available for use by persons under the age of 18 (eighteen).
- 3.2. Subject to these terms and conditions, we hereby grant you a non-exclusive, non-transferrable, non-assignable and non-sub licensable license to:
 - 3.2.1. Make a booking via our website for our Services on behalf of yourself or on behalf of a minor where you are the parent or guardian; and
 - 3.2.2. facilitate communication between you and us.
- 3.3. You agree to comply with all applicable laws when using our Services and you may only use our Services for lawful purposes. You will not in your use of the Services cause nuisance, annoyance, inconvenience, or property damage.
- 3.4. The Services and all rights therein are and shall remain International Brand Creators' property or the property of International Brand Creator's licensors (where applicable). Neither these Terms of Service nor your use of the Services convey or grant to you any rights: (i) in or related to the Services except for the limited license granted above; or (ii) to use or reference in any manner our company names, logos, product and service names, trademarks or services marks ("Marks") or those of International Brand Creator's licensors (if any) unless authorised in writing by us.

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4. AMENDMENT TO THESE TERMS OF SERVICE

We may amend the Terms of Service related to our Services from time to time. Amendments will be effective upon our posting of such updated Terms of Service on [our website](#). Where any of your rights are affected by the changes, we will request you to agree to the amended Terms of Services prior to your access to the Lake Como Entertainment website. Your continued access or use of the Services after such posting constitutes your consent to be bound by the Terms of Service (as amended).

5. BOOKING PROCESS AND FORM

- 5.1. In order to use our Services, you must complete and submit an online booking form on our website or contact us via **+39 327 249 3277**.
- 5.2. The booking form requires you to submit to us certain information.
- 5.3. Submission of your information as per the booking form does not automatically give you the right to access the Services or an obligation on us to make available any of our adventure Services.
- 5.4. Confirmation of booking: After submission of the online booking form, an email will be sent to you as confirmation of your booking. Together with the confirmation email, we will connect you with one of our Service Providers.

6. OUR SERVICES

- 6.1. We undertake that the Services will be performed substantially in accordance with the Documentation and with reasonable skill and care.
- 6.2. The undertaking at clause 6.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to our instructions, or modification or alteration of the Services by any party other than us or our duly authorised contractors or agents or provision of incorrect information by you. If the Services do not conform with the foregoing undertaking, we will, at our expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide you with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes your sole and exclusive remedy for any breach of the undertaking set out in clause 6.1 above.
- 6.3. Kindly note that the provision of our Services made available via our website are: -
 - 6.3.1. subject to our Service Providers
 - 6.3.2. subject to availability and may vary based on weather conditions.
 - 6.3.3. only suitable for individuals who are physically fit and at least 18 (eighteen) years of age (if applicable).
 - 6.3.4. only be made available to Children if accompanied by a parent or guardian.
- 6.4. We reserve the right to refuse our Services to anyone who, in our sole discretion, is not physically fit or may endanger themselves or others during the activity.
- 6.5. Standard Support Services: We will, as part of the Services and at no additional cost to you, provide you with our standard support services (including technical support) during normal business hours (08:00 – 17:00 Monday to Friday, excluding Public Holidays), in effect at the time that the Services are provided. We may amend the standard support services in our sole and absolute discretion from time to time. Contact us for more details. You can contact us at: info@lakecomoentertainment.com or Tel: **+39 327 249 3277**.
- 6.6. Maintenance: We will use commercially reasonable endeavours to make the Services available via our website 24 hours a day, 7 days a week, except for planned maintenance carried out during the maintenance window of 22:00 and 06:00; and unscheduled maintenance performed outside Normal Business Hours or emergency maintenance as a result of events outside our control.
- 6.7. From time to time we may:
 - 6.7.1. modify the Services by issuing updates; and
 - 6.7.2. make new features, functionality, applications or tools available in respect of the Services, whose use may be subject to your acceptance of further terms and conditions.
- 6.8. We will give you prompt written notice of material modifications to the Services and any such new features, functionality, applications or tools.

7. PROCESSING OF PERSONAL DATA

- 7.1. Our Privacy Policy will apply when dealing with Personal Data via our Services.

8. YOUR RIGHT TO END THE CONTRACT

- 8.1. **You can always end your Contract with us:** Your rights when you end the Contract will depend on the Service you have selected, whether there is anything wrong with it, how we are performing and when you decide to end the Contract:
 - 8.1.1. If the Services you acquired were mis-described you may have a legal right to end the contract or request us to re-perform or to get some or all of your money back (that you have paid in advance to us);
 - 8.1.2. If you want to end the Contract because of something we have done or have told you we are going to do, see paragraph 8.2 below.

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- 8.1.3. If you changed your mind about the Product (see paragraph **Error! Reference source not found.**), you may be able to get a refund if you are within the cooling-off period (see paragraph **Error! Reference source not found.**), but this may be subject to **reasonable deductions**.
- 8.1.4. In all other cases (if we are not at fault and there is no right of withdrawal), we wish to refer you to paragraph 8.3 below.
- 8.2. **Ending the Contract because of something we have done or are going to do:** If you are ending a Contract for a reason set out in paragraph 8.2.1 to 8.2.5 below, the Contract will end within 14 (fourteen) days from receipt of your written notice and we will refund you in full for any of the Services which have not been provided and you may also be entitled to compensation. The reasons are:
- 8.2.1. we have told you about an upcoming major change to our Services or these Terms of Service which you do not wish to agree to (see paragraph **Error! Reference source not found.**);
- 8.2.2. we have told you about an error in the price or description of the Service you have acquired, and you do not wish to proceed;
- 8.2.3. there is a risk that the provision of our services may be significantly delayed because of events outside our control;
- 8.2.4. we have suspended supply of the Services for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 30 (thirty) days; or
- 8.2.5. you have a legal right to end the Contract because of something we did wrong.
- 8.3. **Ending the Contract where we are not at fault and there is no right to change your mind:** If you do not have any other rights to end the Contract (see paragraph 8.1), you can still **Contact Us** before it is completed and tell us you want to end it. If you do this the Contract will end immediately and we will refund any sums paid by you for Services not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) a reasonable compensation as compensation for the net costs and expenses we will incur as a result of your ending of the Contract.

9. OUR RIGHTS TO END THE CONTRACT

- 9.1. We may end the contract for a Specific Service at any time by writing to you if:
- 9.1.1. you do not make any payment to us when it is due, and you still do not make payment within 7 (seven) days of us reminding you that payment is due;
- 9.1.2. you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Services;
- 9.1.3. you do not comply with this Agreement and fails to remedy such breach within 7 (seven) days from our notification to you;
- 9.1.4. you are liquidated provisionally or finally, placed under judicial management, commit an act of insolvency or enter into, or attempt to enter into compromise with your creditors.
- 9.2. Unless otherwise agreed to under any Service Specific T&Cs, if we end the contract in the situations set out in clause 9.1, we will refund any money you have paid in advance for Specific Services we have not provided but we may deduct or charge you a reasonable compensation for the net costs we will incur as a result of your breaking the contract. However – if you have agreed to a minimum Service term and where the Services rely on third party service provider (i.e. Bulk SMS for accounting purposes), you may still be required to pay the balance on the contract.
- 9.3. We may withdraw the Service. We may write to you to let you know that we are going to stop providing the Service (where the service has not been delivered in full). We will let you know at least 30 (thirty) days in advance of our stopping the supply of the service and will refund any sums you have paid in advance for service which will not be provided.

10. CHARGES AND PAYMENT

- 10.1. **Charges & Service Fees:** The use of our Services will be subject to our standard pricing as published on our website.
- 10.2. **The price of Services:** The price of the Services will be the price as indicated on our website when you place your order and confirmed in the Basket or press submit. We will use all reasonable efforts to ensure that the price of the Services advised to you is correct. However, there might be instances where this is not the case, and we refer you to paragraph 10.4 below in these instances.
- 10.3. **VAT:**
- 10.3.1. All prices and/or costs quoted by us shall be inclusive of all applicable taxes but exclusive of VAT, which shall be shown clearly and separately to the agreed fees charged in terms of the Services. Taxes or other charges, including, but not limited to, transfer fees, bank charges, local taxes and value added taxes in other jurisdictions shall not be deducted from the payments due to us but shall be paid in addition to the fees due to us.
- 10.3.2. If the rate of VAT changes between your order date and the date we supply the Services, we will adjust the rate of VAT that you pay, unless you have already paid for the Services in full before the change in the rate of VAT takes effect.
- 10.4. **What happens if we got the pricing wrong?** There is always the possibility that, despite our best efforts, some of the Services we make available may be incorrectly priced. We will normally check prices before accepting your Booking so that, where the Service correct price at the time of your Booking is less than our stated price at the time of your Booking, we will charge the lower amount. If the Service correct price at the time of your Booking is higher than the price stated, we will contact you for your instructions before we accept your Booking. If we accept and process your Booking where a pricing error is

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obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the Contract, refund you any monies you have paid.

- 10.5. **Unexpected price changes:** It is agreed that should there be a subsequent price increase on the Service where full payment is received only subsequent to the provision of the Services, and such increases are beyond our control, including but not limited to, foreign exchange fluctuations, increased third party services, surcharges, taxes, rates or levies, delay caused by any of your instructions, regulatory changes, we shall be entitled to increase the affected Service charges accordingly, by the Euro value of the increase, but in proportion to the Services provided after written notification to you.
- 10.6. **Time and method of payments:** We accept payment in the following manner:
- 10.7. **Electronic Fund Transfers:**
- 10.7.1. details to be provided to you during Booking payment process;
 - 10.7.2. Bookings will only be processed on receipt of cleared funds, this might take up to 24 (twenty four) hours and receipt of proof of payment from you.
- 10.8. **Credit Card Payments:**
- 10.8.1. Credit card transactions will be acquired for our benefit via PayGate (Pty) Ltd ("PayGate") who is the approved payment gateway for all South African Acquiring Banks.
 - 10.8.2. PayGate allows for payment with Visa and Mastercard credit cards.
 - 10.8.3. PayGate is PCI-DSS Level 1 Compliant;
 - 10.8.4. PayGate uses the strictest form of encryption, namely Extended Validation SSL (Secure Socket Layer) with 256-bit encryption and 3D Secure.
- 10.9. **No credit card details are stored on our database.** Users may go to <http://www.PayGate.co.za> to view their security certificate and security policy.
- 10.10. We will store your details separately from your credit card details which are entered by you or your Authorised User on PayGate's secure website. For more detail on PayGate refer to <http://www.PayGate.co.za>;
- 10.11. The merchant outlet country at the time of presenting payment options to the cardholder is Italy. Therefore, the transaction currency is in Euros (EUR).
- 10.12. **What if my invoice is incorrect?** Should you believe that any part of your invoice is incorrect please **Contact Us** promptly to let us know and we will not charge you interest until we have resolved the issue.
- 10.13. We may, in our sole discretion and notwithstanding any instructions by you, appropriate any payment received from or on your behalf to any of your indebtedness to us arising from any cause whatsoever.
- 10.14. **Records of Transactions:** We will keep a record of your transaction with us.

11. DISCLAIMERS; LIMITATION OF LIABILITY; INDEMNITY.

- 11.1. THE PROVISIONS IN TERMS OF LIABILITY ARE STIPULATED IN OUR TERMS OF USE.
- 11.2. YOU AGREE TO INDEMNIFY AND HOLD US AND OUR DIRECTORS, EMPLOYEES, AND AGENTS HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, LOSSES, LIABILITIES, AND EXPENSES (INCLUDING ATTORNEY OWN CLIENT FEES), ARISING OUT OF OR IN CONNECTION WITH: (I) YOUR BREACH OR VIOLATION OF ANY OF THESE TERMS OF SERVICE; (II) OUR USE OF YOUR USER CONTENT; OR (III) YOUR VIOLATION OF THE RIGHTS OF ANY THIRD PARTY.
- 11.3. WE WILL NOT BE LIABLE TO YOU FOR ANY DEFAULT OR DELAY IN THE PERFORMANCE OF THE SERVICES IF AND TO THE EXTENT THAT SUCH DEFAULT OR DELAY IS CAUSED BY ANY ACT OF GOD, WAR OR CIVIL DISTURBANCE, COURT ORDER, OR ANY OTHER CIRCUMSTANCE BEYOND ITS REASONABLE CONTROL INCLUDING FLUCTUATIONS IN COMMUNICATIONS OR UTILITY SERVICES ("FORCE MAJEURE") AND PROVIDED WE ARE OBVIOUSLY WITHOUT FAULT IN CAUSING SUCH DEFAULT OR DELAY, AND SUCH DEFAULT OR DELAY COULD NOT HAVE BEEN PREVENTED BY THE US THROUGH THE USE OF ALTERNATIVE SOURCES, WORKAROUND PLANS OR OTHER MEANS.
- 11.4. WE SHALL NOT BE HELD LIABLE FOR ANY PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE ARISING FROM THE USE OF SERVICES PROVIDED BY OUR SELECTED SERVICE PROVIDERS. YOU ASSUME ALL RISKS ASSOCIATED WITH SUCH USE.

12. WARRANTIES

- 12.1. You hereby represent and warrant that:
- 12.1.1. you have full power and authority to enter into this Agreement and perform your obligations hereunder; and
 - 12.1.2. you will comply with all applicable laws in your performance of this Agreement.
- 12.2. IN ADDITION TO OUR WARRANTIES UNDER OUR TERMS OF USE, WE DO NOT REPRESENT, WARRANT OR GUARANTEE THAT YOUR ACCESS TO OR USE OF OUR SERVICES WILL RESULT IN ANY REQUESTS FOR SERVICES (FROM THIRD PARTIES). WE MAKE NO REPRESENTATIONS, WARRANTIES OR GUARANTEES AS TO THE ACTIONS OR INACTIONS OF OUR SELECTED SERVICE PROVIDERS. BY USING OUR SERVICES, YOU ACKNOWLEDGE AND AGREE THAT YOU MAY BE INTRODUCED TO A THIRD PARTY THAT MAY POSE HARM OR RISK TO YOU OR OTHER THIRD PARTIES. YOU ARE ADVISED TO TAKE REASONABLE PRECAUTIONS WITH RESPECT TO INTERACTIONS WITH THIRD PARTIES ENCOUNTERED IN CONNECTION WITH THE USE OF THE SERVICES.

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- 12.3. WE DO NOT GUARANTEE THE AVAILABILITY OR UPTIME OF OUR SERVICES. YOU ACKNOWLEDGE AND AGREE THAT OUR SERVICES MAY BE UNAVAILABLE AT ANY TIME AND FOR ANY REASON (e.g. DUE TO EMERGENCY - OR SCHEDULED MAINTENANCE OR NETWORK FAILURE). FURTHER, OUR SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS, AND WE ARE NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGES, LIABILITIES OR LOSSES RESULTING FROM SUCH PROBLEMS.

13. CONFIDENTIALITY

- 13.1. Each party acknowledges and agrees that in the performance of this Agreement it may have access to or may be exposed to, directly or indirectly, confidential information of the other party ("Confidential Information").
- 13.2. Each party acknowledges and agrees that:
- 13.2.1. all Confidential Information shall remain the exclusive property of the disclosing party;
 - 13.2.2. it shall not use Confidential Information of the other party for any purpose except in furtherance of this Agreement;
 - 13.2.3. it shall not disclose Confidential Information of the other party to any third party, except to its employees, officers, contractors, agents and service providers ("Permitted Persons") as necessary to perform under this Agreement, provided Permitted Persons are bound in writing to obligations of confidentiality and non-use of Confidential Information no less protective than the terms hereof; and
 - 13.2.4. it shall return or destroy all Confidential Information of the disclosing party, upon the termination of this Agreement or at the request of the other party (subject to applicable law and, with respect to a company, its internal record-keeping requirements).
- 13.3. Notwithstanding the foregoing, Confidential Information shall not include any information to the extent it:
- 13.3.1. is or becomes part of the public domain through no act or omission on the part of the receiving party;
 - 13.3.2. was possessed by the receiving party prior to the date of this Terms of Service without an obligation of confidentiality;
 - 13.3.3. is disclosed to the receiving party by a third party having no obligation of confidentiality with respect thereto; or
 - 13.3.4. is required to be disclosed pursuant to law, court order, summons or governmental authority, provided the receiving party notifies the disclosing party thereof and provides the disclosing party a reasonable opportunity to contest or limit such required disclosure.

14. ELECTRONIC COMMUNICATIONS.

- 14.1. By completing the booking form, you agree that we may send you information/notifications via your preferred selected communication option as part of the normal business operation of your use of the Services. You may opt-out of receiving such electronic communications by unsubscribing from the electronic communication as per the available unsubscribe functionality or by email [INSERT EMAIL ADDRESS].
- 14.2. Take note, that unsubscribing from electronic communications from us to you may result in certain functions of the Services not working.

15. SUSPENSION AND TERMINATION OF OUR SERVICES

- 15.1. We retain the right to deactivate or otherwise restrict you from accessing or using our Services in the event of a violation or alleged violation of these Terms of Service, your disparagement of us, or your act or omission that causes harm to our brand, reputation or business, as determined by us in our sole discretion or as otherwise agreed to.
- 15.2. Your termination as user of the Lake Como Entertainment website: you can terminate the Services at any time by halting to use our Services. If you wish us to remove all your Personal Data from our Services, you can email us at [INSERT EMAIL ADDRESS] request us accordingly. On receipt of your notice and confirmation that no charges are outstanding we will terminate our contract with you and remove your Personal Data within a reasonable time. Take note, we will only act on instructions from email addresses that match your email address on our Lake Como Entertainment booking form.
- 15.3. Our termination: We can terminate this Agreement at any time if, in our sole discretion, you have breached any of the terms and conditions.
- 15.4. Consequences of termination: You may still browse our website; it will, however, be subject to our Terms of Use. Take note: Termination of the Terms of Services will not affect any Service Agreement in place at the time of termination hereof.

16. DISPUTE RESOLUTION

ANY DISPUTE ARISING FROM THESE TERMS OF USE SHALL BE SUBJECT TO THE FOLLOWING DISPUTE RESOLUTION PROCEDURES:

- 16.1. **Informal dispute resolution:** Prior to referring any dispute to arbitration, the Parties shall first attempt to resolve their dispute informally by referring a dispute to its senior management. Senior management of both Parties shall discuss the problem and attempt to resolve the dispute, without the necessity of any formal proceeding, within 14 (fourteen) days of the dispute having been referred.
- 16.2. **Informal dispute resolution does not reduce Parties' rights:** Proceedings in terms of clause 16.1 shall not be construed to prevent a Party from instituting formal proceedings earlier to obtain urgent or interim relief, avoid the expiration of any applicable limitations period, or preserve a superior position with respect to other creditors.

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- 16.3. **Institution of Formal Proceedings:** Subject to the provisions of clauses 16.1 and 16.2 above, the Parties agree that either Party may elect to refer any dispute which may arise to either the appropriate court or to arbitration proceedings as contemplated in clause 16.4. Upon election by a Party initiating the relevant dispute proceedings, the other Party will be bound by such election for the purposes of the dispute in question.
- 16.4. **Arbitration:** If the Parties are unable to resolve any dispute informally and either Party has elected to commence arbitration proceedings to resolve the dispute in terms of clause 16.3, then such dispute shall on written demand by the electing Party be submitted to arbitration at Chamber of Arbitration of Milan.
- 16.5. **Continued performance:** Each Party agrees to continue performing its obligations under the Agreement while any dispute is being resolved.
- 16.6. **Rapid resolution of disputes:** The Parties shall use commercially reasonable efforts to resolve disputes arising as rapidly as possible.
- 16.7. **Confidentiality:** All disputes will be dealt with in confidentiality to protect the reputation of the Parties.
- 16.8. **Excluded relief:** This clause 16 shall not preclude either Party from seeking urgent or interim relief from the appropriate court or any other competent organs of state created for the specific purpose of regulating the business or industry activities in which the parties are engaged including forums available to you as a consumer.
- 16.9. **Agreed Jurisdiction:** The Parties hereby consent to the jurisdiction of Como, Italy in respect of proceedings referred to in clause 16.3 above.

17. GENERAL

- 17.1. **The whole Agreement:** These Terms of Service expressly supersede prior agreements or arrangements with you, except obviously for those terms and conditions that are incorporated by reference to these Terms of Service.
- 17.2. **Assignment:** You may not assign any rights or obligations under this Agreement to any other third party. We may assign any of our rights or obligations to any third party.
- 17.3. **Third Party beneficiary:** Except as specifically stated in these Terms of Service, nobody else has any rights under this Agreement. This Agreement is between you and us. No other person shall have any rights to enforce any of its terms.
- 17.4. If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 17.5. Even if we delay in enforcing this Agreement, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaching this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not pursue such payment, but we continue to provide the Service, we can still require you to make the payment at a later date.

18. DEFINITIONS

- 18.1. **Confidential Information:** includes our Data, your Personal Data uploaded by you, transaction volume, marketing and business plans, business, financial, technical, operational and such other non-public information of each party (whether disclosed in writing or verbally) that such party designates as being proprietary or confidential or of which the other party should reasonably know that it should be treated as confidential.
- 18.2. **Consumer** shall have the same meaning attributed to it in terms of the CRD;
- 18.3. **CRD** means the Consumer Rights Directive 2011/83/EU;
- 18.4. **Data:** means all data related to the access and use of our Services hereunder, including all data related to users of our Services. All references to Data may also mean Information.
- 18.5. **Documentation:** the document(s) and other Service content made available to you by us via our site or Application (if any) or communicated to you by any other electronic means, which sets out a description of the Services and the User instructions for the Services.
- 18.6. **Services:** the provision of adventure services, including but not limited to Scooter rentals, Luxury Boat Services, Luxury & supercar rentals, Hydroplane, Balloon Tours, Canyoning, Transfers, Limousine, Tandem Paragliding, Flite Board, and horse riding in Lake Como. We also provide guided tours and rental equipment for these activities.
- 18.7. **Service Provider:** The Service Providers that are selected by Us to provide certain Services to You.
- 18.8. **User Content:** the description, photos and other relevant information.
- 18.9. **VAT:** Value Added Tax as per the DPR n.633 of 26 October 1972 as amended.

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