

Terms and Conditions

@Azores Explore your senses, Lda.

This document contains the Terms and Conditions for using www.atazores.com and for making reservations with @Azores.

1. General Presentation

Welcome to @Azores Explore your senses, Lda.

1.1. Organization

The trips included in the programs are organized under Decree/Law nº 198/93 that regulates the activity of Travel and Tourism Agencies and the technical responsibility, @Azores Explore your senses Lda, as well as the reservation of the services of the trips included in the present website www.atazores.com and its commercialization, the company from now on referred to as @Azores with registered office at Largo Vasco Bensaude nº 31, Ponta Delgada, Azores, 9500-103, NIPC: 516584715, Telephone number .Office: +351 968 991 808 (Call to the national mobile network), E-mail: info@atazores.com. The company is registered RNAVT:10092, with insured capital of 75,000.00 Euros of civil liability, under policy 206396706/0.

@Azores works both as a tourism agency and as a reservation center for accommodation, car rental and tourist entertainment services. As a post-paid reservation center, the portal allows the booking of the aforementioned services with automatic issue of Vouchers. The portal acts as an intermediary between tourist companies and customers, and allows potential tourists to build a travel package tailored to them, selecting with total flexibility the services they will need during their stay. All services provided by @Azores suppliers are governed by Portuguese law.

In addition, @Azores offers all the general information on our page just to serve as a guide. @Azores may, at any time, change any aspect of the page, its content, and the reservation service itself, including the availability of suppliers, certain characteristics, information and the database. @Azores does not guarantee that the information is always up to date and it is the customer's responsibility to ensure that they understand and respect all relevant requirements. @Azores does not guarantee that the information available on the site (including, but not limited to, prices, descriptions and dates) is free of errors or commissions, but we are doing everything possible to correct any error or omission that may arise, as soon as possible. For example, most hotels directly manage the information that appears on the page, and are responsible for updating it.

In this way, I guarantee that all linked data, duties and rights of the consumer are protected and respected so that they continue to enjoy the services during their stay.

How to contact @Azores Customer Service? The @Azores Customer Support service can be contacted through these lines:

- By telephone: Office: +351 968 991 808 (Call to the national mobile network), opening hours for the public (09:00 – 23:00 Azores time, except holidays)
- Via email: info@atazores.com
- Our terms and conditions set out the rules and regulations for using the Website:www.atazores.com

Address: Largo Vasco Bensaude nº 31, Ponta Delgada, 9500-103, Azores.

By accessing this site, we assume that you accept these Terms and Conditions in full. Do not continue using the website www.atazores.com if you do not accept all the terms and services referred to on this page.

The following terminology applies to these Terms and Conditions, Privacy Statement and Disclaimer, as well as any and all agreements:

Customer, You and Your refer to you, the person accessing this site to accept the Company's terms and conditions. The Company, We and Our refer to our Company. Entity, Entities, or we refer to both the Customer and us, or just the customer or us. All terms refer to the offer, acceptance and consideration of payment necessary to carry out the process of our Customer assistance in the most appropriate way, whether through formal meetings of fixed duration, or any other means, with the express aim of fulfilling the Client's needs regarding the provision of the Company's services/products, in accordance with and subject to the current law of [atazores .com](http://atazores.com) it is necessary to read these Terms and Conditions before making your reservation. It is important that you understand the contractual relationship established when using the @Azores reservation service.

1.2. General Conditions and Responsibilities

These general conditions are an integral part of the travel program presented on our website, constituting, in the absence of an autonomous document, the travel contract. The information is binding on the agency unless cumulatively:

- The program expressly provides for it
- Changes to it are insignificant
- The change information is provided to the traveler in a durable format

These general conditions comply with the provisions of Decree-Law No. 17/2018 of March 8th.

@Azores and its suppliers are not responsible for damages you may incur during your trip, or in case of death. @Azores is only responsible for the errors of the reservation service itself, and cannot be held responsible for the errors of its suppliers, and the customer will have to address their complaints directly to the service providers. All the specific conditions of each service will be present in the respective vouchers.

The responsibility of the agency organizing the trips listed on www.atazores.com and arising from the obligations assumed, is guaranteed by civil liability insurance with Companhia de Açoreana, under the terms of the legislation in force. The liability of @Azores will be limited to the maximum amount required from entities providing travel services.

The customer is responsible for having all the required documents with him when traveling and for verifying their validity. The customer is also responsible for the correct introduction of data when making the reservation, both for him and for the people who will accompany him on the trip. The customer must comply with the conditions imposed by the service providers and stipulated in the reservation Voucher/Ticket. The customer must take care not to behave inappropriately, in such a way as to offend or cause damage to third parties or to destroy property of others. In these cases, @Azores and its suppliers have the right to cancel your reservation without refunds or compensation, so as not to be responsible for any damage that may be caused.

Customer must understand and agree to their responsibilities, including but not limited to:

- financial responsibility for all transactions executed on your behalf
- be at least 18 years old and have legal capacity

- all information provided about you and your travel companions must be truthful
- @Azores cannot be used for speculative, false or fraudulent bookings
- the transmission of threatening, defamatory, pornographic, political or racist material, or any other type of illegal material is expressly prohibited

The customer may not modify, copy, distribute, transmit, reproduce, publish, license, transfer, sell or create derivatives of any information, software, products or services obtained through @Azores.

Additionally, the customer accepts:

- not access to monitor or copy content or information from this website using a bot, spider or any other automatic means or manual process, for any purpose, without written permission from @Azores
- not violate the restrictions of this website, nor avoid or prevent the security measures imposed with the purpose of limiting access to the website

not to overload, in any way, the technological infrastructure of @Azores and its suppliers.

1.3. Reservations

Reservations are only made with payment, and this percentage may vary according to the activity or package, being defined on a case-by-case basis. By default, payment of 100% is set at the time of booking.

Conditions for children:

Conditions vary according to the package and activities, in addition to the fact that only children are accepted when accompanied and supervised by an adult.

1.3.1. Booking Expenses

For each reservation process, expenses will be charged according to the contract made with the customer, even in case of withdrawal.

1.3.2. Change Expenses

There may be a penalty for each change, in accordance with our contract with the customer.

2. Contract

@Azores works as a reservation center. From now on, the term “service provider” will include, among others, the following types of entities: hotels, aparthotels, tourist houses, organizers of tourist activities, airlines and rent-a-car companies.

A “package” means the set of flight and accommodation(s); accommodation(s) and activity(ies); or flights, accommodation(s), activity(s) and/or transfers.

A “reservation” refers to the purchase of products or services made through @Azores and which is accepted by us. Acceptance by @Azores will be communicated by sending a Voucher to your email address.

When making a reservation at @Azores, and when the tourist service of your choice is available, the contract will be between you and @Azores. If you have any questions before your trip, any question regarding the selected package should be directed to @Azores, but specific questions about the chosen services should be directed to the suppliers themselves.

Although we strive to ensure the availability and accuracy of @Azores services, it is possible that errors appear in the status of your reservation. Once aware of the existence of such events, we will do our best to inform you within 72 hours of completing your reservation. We reserve the right to cancel your reservation, without prejudice to you or @Azores. If the service provider cancels or modifies your reservation, you will have the possibility to choose another alternative offered by the service provider or to cancel your reservation. In cases where the service provider is unable to offer a viable alternative within 72 hours, we reserve the right to cancel your booking without compensation of any kind.

All commissions, fees and costs required by the government or other authority, or even by the operator of the chosen service, will be paid by the customer, even when they will have been required after the confirmation and issuance of your reservation.

The organization of travel packages and experiences included in www.atazores.com is the responsibility of @Azores, a Portuguese tour operator with registration RNAVT:10092, headquarters located at Largo Vasco Bensaude nº 31, Ponta Delgada, 9500-103, Azores, VAT number: 516584715.

When a trip organized by @Azores is in question, these general conditions and the particular conditions that appear on the voucher sent to the customer when booking the trip, represent the travel contract that binds the parties.

2.1. VOUCHERS / TICKETS / RESERVATION No.

The reservations that the customer makes at @Azores can be specified in an electronic Voucher / TICKET sent to their e-mail, immediately after the reservation is made. The Voucher / TICKET contains all the information related to your reservation (dates, duration, name and contact details of the chosen service providers and the specific Terms and Conditions of each one of them). Please read all the information on your Voucher very carefully. Before travelling, you can print your Voucher and take it with you to present it as proof of your reservation or present it digitally using your cell phone or mobile device. Alternatively, a reservation number can simply be sent by email.

@Azores only uses the information that the customer makes available on the website and, therefore, cannot be held responsible if the customer does not receive his Voucher because he provided the wrong email address, or if the Voucher is categorized by his email as spam mail. You must notify us immediately if you change your email address or contact telephone number. The name you provide for the Voucher must be the same as the name on your passport/identification document, in order to prove to the service provider that you are actually the holder of the reservation.

2.2. Cancellation

In the case of postpaid percentage values of reservations made via @Azores, the customer has the possibility to cancel his reservation, without any penalty, up to 48 hours before the reservation date, unless specifically indicated by the supplier and/or rate. All cancellations made after that date will result in a penalty corresponding to an amount established in the terms of the reservation. In case of

no-show or cancellation on the day of arrival, the customer will have to pay the entire amount of the reservation. All cancellation conditions will be shown on the customer's Voucher/TICKETS, and there may also be special conditions imposed by the service provider, which take precedence over the general conditions.

In the case of sales of prepaid tour packages, they have special cancellation conditions and, as a general rule, are non-refundable.

Each airline defines its own cancellation and flight change policy, and there may be non-refundable fees or penalties in case of cancellation or changes. It is the customer's responsibility to inquire with @Azores about them before making the reservation.

2.3. Booking cancellations @Azores

@Azores reserves the right to cancel the organized trip if the number of participants reached is less than the minimum foreseen, when the trip is dependent on a minimum number of participants. In these cases, the customer will be informed by email of the cancellation within 8 days.

@Azores reserves the right to consider a reservation void in cases where there has been a technical failure during the reservation process or an attempt by the customer to manipulate it.

2.4. Changes

Whenever a customer makes a reservation for a particular trip, he wants to change his reservation for another trip or for the same one departing on a different date, or any other possible change, only if the suppliers of the trip in question allow it, he must pay a fee, as alteration costs. However, if the intended change takes place 30 days or less in advance of the start date of the trip booked by the customer, or if the service providers do not accept the change, it is subject to the expenses and charges set out in the "Withdrawals" heading.

If requested to change the contracted services after starting the trip and for reasons not attributable to @Azores (eg extension of the nights of stay, change of flight) the prices of tourist services may not correspond to those published on www.atazores.com.

@Azores or its suppliers may change the order of the routes, modify the departure times or replace any of the hotels provided by others of a similar category and location, whenever there are reasons beyond their control that justify it, and the customer must inform of such change, as soon as you become aware of it.

2.5. Dropouts

The customer or one of his companions is free to give up or cancel the trip at any time. Such cancellation implies that the same is responsible for the payment of all charges to which the fulfillment of the contract gives rise and also for a percentage that can go up to 20% of the price of the trip.

When applicable, the customer will be reimbursed for the difference between the amount paid and the amounts referred to above.

The booking fees provided for at www.atazores.com are due by the services for processing the respective bookings, varying depending on the type of product and not being refunded in the event that the withdrawal from the trip is due to a customer request or is their responsibility.

2.6. Hotels and accommodation

The indicated prices are per room per period and include all taxes. Our accommodation providers have guaranteed @Azores their best prices. If you want to cancel or modify your accommodation reservation, the cancellation policy of the service provider in question will be available on your Voucher/TICKETS.

To cancel your reservation, please contact @Azores customer service, within the deadlines specified in your Voucher:

- By telephone: Office: +351 968 991 808 (Call to the national mobile network), opening hours for the public (09:00 – 23:00 Azores time, except holidays)
- Via email: info@atazores.com
- Our terms and conditions set out the rules and regulations for using the Website:www.atazores.com

Images – Although it is our aim to ensure that the images and description of the facilities of the accommodation units are correct and current, we cannot guarantee that this will always be the case, because the information available on the website is what was sent to us by our service providers. The images and information provided are intended to provide a general idea of the accommodation entity. Please note that interior images may not match the room you will be staying in. There may also be additional charges for extra beds. Any complaint related to your accommodation must be addressed directly to the service provider, who is responsible for ensuring the conditions specified in your Voucher. You must notify @Azores of any complaints directed at service providers.

2.7. Rent-a-car

@Azores offers rent-a-car reservation services upon your reservation. Our rent-a-car suppliers have guaranteed to offer @Azores their best prices.

If you want to cancel or modify your rent-a-car reservation, the cancellation policy of the service provider in question will be available on your Voucher. To cancel your reservation, please contact @Azores customer service, within the deadlines specified in your Voucher:

- By telephone: Office: +351 968 991 808 (Call to the national mobile network), opening hours for the public (09:00 – 23:00 Azores time, except holidays)
- Via email: info@atazores.com
- Our terms and conditions set out the rules and regulations for using the Website:www.atazores.com

Each rent-a-car company has its own specific Terms and Conditions, which will be explained in your Voucher/Ticket. If your supplier's cancellation policy is different from @Azores cancellation policy, the supplier has priority and the customer must comply with its rules.

All drivers must have a valid driving license and a valid credit card for car hire. Please note that there may still be additional costs to those shown on your Voucher (such as optional insurance, fees for additional drivers, etc., and these must be paid at the time the car is delivered to you).

If you want to extend your trip and choose to return the car after the date specified on your Voucher, the rent-a-car company may charge you a different price for those days, which may be higher than

the price available on @Azores.

2.8. Baggage

In case of damage to luggage en route, the claim must be made in writing to the carrier immediately after the damage has been verified. The customer is obliged to complain to the entity providing the services at the time of subtraction, deterioration or destruction of luggage.

Heads up:

- The operator is legally responsible for the luggage
- The passenger has the obligation to complain to the service provider, at the time of subtraction, deterioration or destruction of luggage

The operator's liability can only be triggered upon presentation of proof of the claim provided for in the previous number.

2.9. Arrival or departure times

Departure and arrival times are indicated in local time in the respective city and according to the schedules of the respective airlines at the time the packages are viewed on www.atazores.com, and may therefore be subject to change.

2.10. Safe

Travel packages do not include travel insurance.

3. Payment

Payments are made by credit card, PayPal, bank transfer or any other means. All payments comply with the cancellation conditions stipulated at the time of purchase.

3.1. Refunds

Once the trip has started, no reimbursement is due for services not used by the customer, for reasons not attributable to @Azores and if it is not possible to replace them with other equivalent services.

3.2. Booking Fees

For each reservation of a prepaid travel package, reservation fees will be charged according to the percentage defined and in force on www.atazores.com, which can be highlighted and provided at the request of the customer.

3.3. Airport fees

Airport taxes are always included in the final price of the reservation, unless information to the contrary is provided, in which case they must be paid locally by passengers at the airports where they are required.

3.4. VAT

The final prices of the reservations already reflect the Value Added Tax at the legal rate in force.

4. Passports and Visas

The Autonomous Region of the Azores belongs to the Portuguese Republic, a member state of the European Union, and citizens of other European Union countries can enter Portuguese territory without needing visas or passports, just presenting their national identity document. Citizens of countries that do not belong to the European Union will have to check with the local authorities about the specific requirements for traveling to Portugal. Bearing in mind that the process of obtaining visas is time-consuming, customers who need a visa to enter Portuguese territory will have to resolve this matter in advance.

The client must have his/her personal or family documentation (citizen card / identity card, military documentation, authorization for minors, visas, vaccination certificate and other eventually required). @Azores declines any responsibility for the refusal to grant visas or for not allowing the customer to enter a foreign country; in these cases, the conditions established in the "Withdrawals" clause apply, and any and all costs that this situation entails are the customer's responsibility.

European Union citizens:

- Customers (regardless of age) who are citizens of the European Union must have the respective civil identification document (passport; B.I., Citizen Card)
- To obtain medical assistance, they must be holders of the respective European Health Insurance Card

Citizens of non-EU countries:

- Customers (regardless of age) who are citizens of non-EU countries traveling to the Azores must have a civil identification document (passport) as well as a visa, if necessary. It should be noted that many countries require that the passport be valid for at least six months from the date of entry into this country. It is the customer's responsibility to obtain information about the need for visas

Nationals of non-EU countries should consult the specific information regarding the necessary documentation for travel at the embassies/consulates of the countries of origin. Minors, when not accompanied by the person exercising parental authority, may only enter or leave their national territory by showing a written authorization, dated and with the signature of the person exercising parental authority recognized by a notary.

5. Other Terms

5.1. Questions and complaints related to your reservation

Please contact our customer support team if you have any questions or complaints related to your reservation before travelling, our team is available 24 hours a day to answer any questions or situations that may arise during your trip. If you have a complaint related to your service provider during your trip, please address your complaint directly to the supplier, in an official way, so that you have a record and ask for written confirmation of receipt of your complaint before your return/Check-out.

Complaints can only be considered provided they are submitted in writing to @Azores within a maximum period of 20 working days after the end of the provision of services and communicated to service providers during the course of the trip, demanding from them the respective documents

proving the occurrence.

In the event of a claim for non-compliance with the contracted services, the customer may activate the deposit provided for under the terms of the legislation in force, and to do so, must submit the respective claim to Turismo de Portugal, I.P., within 20 working days after the end of the trip.

5.2. The use of @Azores services

The @Azores reservation center does not accept responsibility for your ability to access and use the reservation service, nor is it responsible for any interruption that may occur during your use of the service. @Azores does not guarantee that the reservation service is completely free of viruses or that it does not have other properties that could cause loss of information.

5.3. Customer Reviews

After returning from his trip, the customer may receive an email with a link to evaluate the service of our suppliers individually, as well as he may also receive a link to evaluate our service provision as a travel organizer and/or of your reservation, we encourage you to communicate/propose any improvements and/or changes to us by this means or by e-mail. By following the link, the customer agrees to waive any copyright on the information he provides us and @Azores and its suppliers may use, copy, distribute and/or publish this content in any medium and in any way, by following the link and complete the assessment, the customer undertakes to:

- be the author of everything you write in the opinion, or the owner of the copyright of the text
- submit only correct information, on the date of completion
- not introduce information that may offend or cause harm to third parties
- not enter comments, information or material that is false, malicious, defamatory, abusive or obscene, or that could be interpreted as such

not attempt to deceive or encourage fraudulent or illegal activities.

5.4. Force majeure cases

@Azores will not be held responsible for any failure that may occur during the period of this contract, when these are caused by force majeure events. These include, but are not limited to: government intervention, wars, civil unrest, hijacking, fire, flood, accident, storm, strikes, terrorist attacks or industrial action that may affect @Azores or its suppliers.

5.5. Coin

As a general rule, prices on @Azores are expressed in euros, which is the currency used in Portugal. When estimating the price in your local currency, please take account of variations in bank rates, which may change the final price of your trip.

5.6. Copyright and trademarks

@Azores and other product or company names, trademarks, logos, photos, videos, texts and other types of copyrighted material mentioned on this page are the property of their respective owners. All content is protected by copyright and intellectual property laws in Portugal and foreign jurisdictions. Unauthorized use of this content may violate applicable copyright, trademark or other intellectual

property laws. The material published on the www.atazores.com page is the property of @Azores explore your senses, LDA or its suppliers, unless identified as belonging to third parties.

6. Privacy Policy

The terms of the @Azores Privacy Policy are incorporated into these terms and conditions. The customer agrees with the use of his information by @Azores and its suppliers, in accordance with the terms and objectives set out in the @Azores Privacy Policy. To view the complete document relating to the Privacy Policy, see the respective section on the website www.atazores.com.

6.1. Changes to the Terms and Conditions

These Terms and Conditions constitute a contract between the customer and @Azores, which is a travel agency specialized in the Azores destination (DMC) based in Portugal, governed by Portuguese laws. The customer agrees that any dispute will be resolved by the Court of Ponta Delgada, in accordance with the laws of Portugal. The customer also agrees that the fact that @Azores does not strictly insist on the application of these Terms and Conditions does not constitute a waiver of this agreement.

6.2. Legal framework

These Terms and Conditions constitute a contract between the customer and @Azores, which is a travel agency specialized in the Azores destination (DMC) based in Portugal, governed by Portuguese laws. The customer agrees that any dispute will be resolved by the Court of Ponta Delgada, in accordance with the laws of Portugal. The customer also agrees that the fact that @Azores does not strictly insist on the application of these Terms and Conditions does not constitute a waiver of this agreement.

These terms and conditions are drawn up in accordance with the legal regime applicable to travel and tourism agencies set out in Decree-Law no. 61/2011, of May 6th, as amended by Decree-Law no. 199/2012, of August 24th.

This booking service is offered to you by @Azores, Portugal. All legal documents must be sent to this address. All correspondence related to our Customer Support Service must be sent via email.