



General Terms and Conditions of Sale

1. Parties and Scope

1.1 Parties.

- **Supplier: Atlantis Freediving SL**, a company providing freediving experiences, courses, training, and related services.
- **Distributor: Decathlon Travel** (also referred to as “Decathlon Travel” in partner materials).

1.2 Purpose. These General Terms and Conditions of Sale (“**Terms**”) govern the sale and provision of travel products, experiences, courses, and related services (collectively, “**Services**”) by Atlantis Freediving SL to customers booked through Decathlon Travel’s platform, and the commercial relationship between Atlantis Freediving SL and Decathlon Travel.

1.3 Applicability. These Terms apply to all bookings, proposals, confirmations, invoices, and other commercial documents issued by Atlantis Freediving SL for Services sold on or through Decathlon Travel, unless otherwise agreed in a separate written agreement signed by authorized representatives of both parties.

2. Bookings, Prices, and Payment

2.1 Booking process.

- Bookings made via Decathlon Travel’s platform are subject to availability and confirmation by Atlantis Freediving SL. A booking is confirmed when Atlantis Freediving SL issues a written confirmation or when Decathlon Travel’s platform shows the booking as confirmed.

2.2 Prices.

- Prices for Services are those agreed in writing between the parties or, absent such agreement, the prices published by Atlantis Freediving SL at the time of booking. Prices are expressed in the currency specified on the booking confirmation and include taxes and fees unless expressly stated.

2.3 Payment terms.

- Decathlon Travel shall remit payments to Atlantis Freediving SL in accordance with the invoicing and payment schedule agreed between the parties. Unless otherwise agreed, payments are due within **30 days** of trips final date. Late payments accrue interest at the statutory rate applicable under Spanish law.

2.4 Taxes and fees.



- Each party is responsible for its own tax obligations. Atlantis Freediving SL will charge applicable VAT, tourist taxes, or other statutory charges where required by law and will itemize such charges on invoices.

3. Cancellation, Amendments, and No-Shows

3.1 Cancellation by customer.

- Cancellation and amendment policies applicable to customers shall be respected by Atlantis Freediving SL and communicated at the time of booking. Decathlon Travel shall ensure customers receive clear cancellation terms prior to purchase.

3.2 Cancellation by Atlantis Freediving SL.

- Atlantis Freediving SL reserves the right to cancel or reschedule Services for operational, safety, or force majeure reasons. In such cases Atlantis Freediving SL will use reasonable efforts to offer an alternative date or a full refund to the customer.

3.3 No-shows and late arrivals.

- No-shows or late arrivals may result in partial or full forfeiture of the booking fee in accordance with Decathlon Travel's published policy.

4. Responsibilities, Safety, and Insurance

4.1 Supplier obligations.

- Atlantis Freediving SL will provide Services with reasonable skill and care, in accordance with applicable professional standards and local laws, and will maintain the necessary permits, registrations, and insurance required to operate its activities.

4.2 Customer obligations.

- Customers must comply with all safety instructions, medical screening requirements, and age or fitness prerequisites communicated by Atlantis Freediving SL. Atlantis Freediving SL may refuse participation to any customer who, in its reasonable judgment, poses a safety risk.

4.3 Insurance.

- Atlantis Freediving SL shall maintain public liability insurance and any other insurance required by law for the provision of its Services. Decathlon Travel shall ensure that customers are informed of recommended travel and activity insurance and, where required, that customers hold appropriate coverage.

4.4 Liability limitations.

- Atlantis Freediving SL's liability for direct loss or damage arising from its negligence or breach of contract is limited to the total amount paid by the customer for the affected Service, except where mandatory law provides otherwise. Atlantis Freediving



SL is not liable for indirect, consequential, or special damages, including loss of profit, except to the extent such limitation is prohibited by applicable law.

5. Intellectual Property and Marketing

5.1 Use of trademarks and content.

- Each party retains ownership of its trademarks, trade names, logos, and copyrighted materials. Any use of the other party's intellectual property requires prior written consent.

5.2 Marketing materials and images.

- Atlantis Freediving SL grants Decathlon Travel a non-exclusive, revocable license to use product descriptions, images, and marketing materials provided for the purpose of listing and promoting Services on Decathlon Travel's platform. Decathlon Travel will not alter materials without prior approval and will credit Atlantis Freediving SL where reasonably practicable.

6. Data Protection and Confidentiality

6.1 Data processing.

- The parties will comply with applicable data protection laws when processing personal data of customers. Each party acts as an independent controller for the personal data it collects, unless otherwise agreed in a separate data processing addendum.

6.2 Confidential information.

- Confidential information disclosed by one party to the other shall be kept confidential and used only for the performance of these Terms. Confidential information does not include information that is publicly available or independently developed.

7. Force Majeure

7.1 Definition and effect.

- Neither party is liable for failure or delay in performing obligations caused by events beyond its reasonable control (including natural disasters, pandemics, strikes, governmental actions, or severe weather). The affected party will notify the other promptly and use reasonable efforts to mitigate the impact.

7.2 Remedies.

- If force majeure continues for more than **60 days**, either party may terminate the affected bookings without liability, subject to any agreed customer refund or rebooking procedures.

8. Termination

8.1 Termination for convenience.

- Either party may terminate the commercial relationship on **90 days'** prior written notice to the other party, subject to completion or agreed settlement of outstanding bookings.

8.2 Termination for cause.

- Either party may terminate immediately for material breach that is not remedied within **30 days** of written notice, or immediately for insolvency, fraud, or serious safety violations.

8.3 Effect of termination.

- Termination does not affect accrued rights or liabilities. Parties will cooperate to wind down active bookings in a manner that minimizes disruption to customers.

9. Dispute Resolution and Governing Law

9.1 Governing law.

- These Terms are governed by the laws of **Spain**.

9.2 Dispute resolution.

- The parties will first attempt to resolve disputes amicably through negotiation. If unresolved within **30 days**, disputes shall be submitted to the competent courts of **Santa Cruz de Tenerife, Spain**, unless the parties agree to arbitration in writing.

10. Miscellaneous

10.1 Amendments.

- Any amendment to these Terms must be in writing and signed by authorized representatives of both parties.

10.2 Assignment.

- Neither party may assign its rights or obligations under these Terms without the prior written consent of the other, except to an affiliate or in connection with a sale of substantially all assets.

10.3 Notices.

- Notices shall be sent to the contact details provided by each party and are effective upon receipt.



Signatures

For Atlantis Freediving SL Name: _____ Pavol Ivanov _____ **Title:** Owner

Santa Cruz de Tenerife _____ **Date:** _____ 08 Febrero 2026 _____ **Signature:**

For Decathlon Travel Name: _____ **Title:**

_____ **Date:** _____ **Signature:**
