

1. GENERAL

1.1 Parties

The PORTO SURF COMPANY PSCO, LDA, (hereinafter the “PSC”) registered in Porto with the Tourism Registration n.º 348/2017 RNAAT, in Rua 47, nr 36 4480-087 Árvore, is the responsible counterparty for all financial transactions, business matters and contracts listed below. As a holding company it owns and comprises brands and services such as Porto Surf Lodge, Porto Surf School and Porto SUP Tours, whose corporate terms and legal obligations are the same.

1.2 Validity

These are the terms and conditions which apply to all bookings, confirmed accommodation reservations and participation in any course and activity made available by PSC or one of its brands such as Porto Surf School, Porto Surf Lodge or Porto SUP Tours. For all business relations these terms and conditions should be read carefully in advance. In the case that any part of these terms and conditions will become invalid or unenforceable, it will not affect the validity of the remaining terms and conditions. If our service was booked through a third party provider or booking platform (i.e. booking.com, airbnb), PSC will be responsible for the performance of the product/activity but not for the booking process itself. Different terms, regulations or laws may apply to the booking agreement as well as to the relationship between the customer and the responsible party.

1.3 Confirmation

When making a booking with PSC you are confirming that you have read and agreed to the here stated terms and conditions. Exceptions to these terms and conditions cannot be made for any reason since we maintain a high quality standard and have limited program spaces available.

1.4 Contract

Your contract with PSC is created when a booking confirmation by PSC for any product of Porto Surf School / Porto Surf Lodge / Porto SUP Tours has been given to the client in either verbal or written (letter, e-mail etc.) form. In case of short-term bookings by phone, when a written confirmation cannot be given due to time constraints, an agreement is made by verbal contract. Sending a booking form or a request by email to PSC or booking by phone with PSC constitutes a contractual offer by the client and if accepted by PSC both parties enter a contract which implies a payment obligation for the client, starting with a deposit or a full payment depending on the service and time of booking. The cancellation policy will apply as of immediate effect.

1.5 Authorities

The person signing or sending the booking form or a request by email must read and accept these terms and conditions. In case of a group booking the person making the actual reservation must have the legal authority to sign on behalf of everyone in the group. This person will be responsible for the full cost of the booking including applicable insurance premiums, cancellations and/or amendment charges. Anyone

under the age of 18 years on the date of arrival is considered to be a minor. All bookings made by a minor, travelling without a parent or guardian, require the written consent of a parent, guardian or any other person who is legally allowed by applicable law to take such a decision for any minor to travel.

1.6 Organization

Your stay at the accommodation booked with PSC as well as all courses, tours or additional activities booked, start and finish at the location stated in your invoice or booking confirmation. In case of not taking advantage of PSC's extra services such as airport shuttle or beach transfer, PSC is not responsible for your travel to or from this point, or for any expenses incurred, including travel accommodation, subsistence and loss of earnings, however caused.

1.7 Transfer

If the transfer to the venue of the activity or residence is subject to the booking, PSC is responsible for ensuring to the best of its abilities that the timetable is adhered to, for the necessary security during the transfer and the observance of legal protection measures. As the transport of persons to or from the booked activity and/or accommodation is based on obligatory or goodwill reasons, this is not considered as a separate product or service of PSC and is subject to the liability exclusion and conditions mentioned in section 5, 5.1 and 5.2.

Airport transfers: It may be necessary in some cases to combine in one transfer, on certain occasions, customers arriving or departing on more than one flight, which may require additional waiting time at the airport or your accommodation. Sometimes our airport transfers are contracted to a local agency.

Activity transfer: To maintain the scheduled timetable and quality of service, all participants will be informed about meeting times, start and finish of the classes, courses and tours.

2. PRICES

2.1 Price setting

All prices are in Euro including VAT, unless anything else is agreed and stated in the pricing list. Upon making your booking, the price of your product (accommodation, course, tours etc.) will normally not be subject to change, however, we reserve the right to increase or decrease prices due to variations in service charges, offers, insurance/security levels or exchange rates. Once a booking has been made discounts cannot be applied retrospectively.

2.2 Payment

The person submitting the booking accepts responsibility for payment of everyone listed in the booking and is responsible to ensure that all other persons listed are aware of these terms and conditions. The deposit of 20% of the price is due upon time of booking and can be paid either by credit card or PayPal. The full amount has to be

adjusted latest one week before arrival at the Porto Surf Lodge or, in case of bookings without accommodation, at the pickup/ meeting point before your surf course or SUP tour starts. If the final payment has not been received by this date, PSC reserves the right to treat the reservation as a cancellation without refunding what has been paid already.

3. CHANGING YOUR BOOKING

3.1 Changes made by PSC

PSC has the right to change the terms of the booking after the agreement has been concluded – even though PSC will make every effort to hold on and make possible everything which was stated and confirmed in the booking. If the change results in a reduction of the value of the booked product or service, the customer is entitled to receive a price reduction. However, this does not apply to any changes or deviations that may be considered to be of minor importance to the customer. If PSC cannot fulfil what has been committed to under the agreement and this constitutes a significant breach of contract to the customer, the customer may (a) cancel the agreement and recover the whole amount which has been paid or (b) recover the booked product or service by participating in another course/ tour/ activity which PSC is in the position to offer or (c) change the date of stay if corresponding availability can be offered by PSC.

3.2 Changes made by the customer

PSC will make every effort to accommodate any changes requested after a booking has been confirmed. Changes related to both room occupancy, surf courses and SUP tours are subject to the availability during the newly requested date. In case of a reduction of participants of the total number of people stated in the original booking, PSC must be informed in written form latest 7 days before the agreement comes into force. If changes to your booking are made less than 7 days prior to the start, you may still be held responsible for the payment of the full amount of the original booking. In exceptional and extenuating circumstances we may waive the above, i.e. force majeure, serious illness, bereavement, etc.

4. CANCELLATIONS

4.1 Cancellation by PSC

If a booking with PSC has to be cancelled or if it cannot be carried out as agreed, the customer will be informed as soon as possible, latest 7 days before the start and refunds on payments received will be ordered promptly. We reserve the right to refuse to accept or cancel bookings at our absolute discretion without having to state a reason for doing so.

4.2 Cancellation by the customer

All cancellations must be received in written form by either letter or e-mail, directed to the address listed in 1.1, and will be effective on the date on which they are received by PSC. The cancellation must include booking dates, booking number and the bank account number of the person which has submitted the booking to ensure the refund of paid deposits or full amounts can be processed correctly and timely. Refunds will be done within 2 weeks of the cancellation date. The date on which PSC receives the cancellation will be determinant for the amount of the refund. The following cancellation fees apply:

- Up to 15 calendar days before the scheduled arrival at the accommodation or the start of the activity: 0% of the total amount will be charged.
- Between 7 calendar days and 1 calendar day before the scheduled arrival or start of the activity: 20% of the total amount will be charged.
- In the case of missed courses or no-shows without a valid reason (as outlined in section 3.2): 100% of the total amount will be charged.

5. OBLIGATION AND LIABILITY

5.1 Obligations of the customer

The customer of PSC is responsible for showing a valid passport and/or other documents necessary for the legal fulfilment of the booked object. If circumstances so require, visa, required vaccinations, health attestation are to be shown latest upon arrival. In any case, we highly recommend acquiring travel insurance which covers medical treatment during your stay abroad (for EU citizens at least the European Health Insurance Card). Sports and outdoor activities offered by PSC always include a limited level of risk even in the presence of certified instructors or guides. It is the customer's own responsibility to make sure their insurance covers injuries caused by the chosen activity with PSC or any affiliate or subcontractor at any given destination.

5.2 Obligations of PSC

PSC makes no attempt to limit or exclude liability for personal injury or loss of life that may occur during the activity, the transport or during your stay at the booked accommodation as a result of negligence on the part of the company itself or its employees. However, PSC shall not be liable for any personal injury, loss, damage, consequential loss or claims of clients or third parties resulting from any cause beyond its control or the fault of its employees, or through the fault of its partners or agents. All other liabilities or conditions implied by law are excluded to the maximum extent possible.

6. PRODUCTS AND ACTIVITIES

6.1 Risks and Prevention

All activities offered by PSC carry a degree of risk both to people and the equipment used for the activity. Even if enjoyed under proper care and supervision by qualified instructors and guides, accidents can occur. In order to limit the risks as much as possible, we pay attention to all safety measures, guidelines and only work with

qualified teachers and quality material. All participants must let us know if they have any medical conditions, illnesses or allergies and if they are taking any medication that might affect their performance and participation. All participants must complete an enrolment form before being allowed to take part in any activities offered or carried out by PSC, by one of its brands or a subcontractor. Parents or responsible guardians must sign for participants under 18 years of age. For certain groups, i.e. schools, children's programs, etc., a trusted teacher, group leader or guardian can sign for the underage participants. PSC will not be liable for any loss or injury resulting from failure to complete or incorrect completion of the registration form.

6.2 Courses

All participants must be able to swim autonomously at least 25 meters, unless senior surf instructors make an exception. Under no circumstances should participants be under the influence of any alcohol, drugs or medication which may adversely affect their physical abilities during the surf courses or SUP tours. All participants must agree to abide by the instructions and decisions that PSC and its instructors make. Participants will use PSC equipment during their lessons or activities. Whereas the company takes all reasonable measures to ensure the safety and proper condition of its equipment, participants are responsible for reporting immediately any damage to the equipment or damage that becomes apparent while the equipment is in their possession.

6.3 Accommodation

Our aim at PSC is to provide a good time for our guests and also to everyone working with us. Codes of conduct et al. include respect and care for the place of residence (Porto Surf Lodge), respecting other guests and staff as well as protecting the Lodge's property, both inside and outside the house, furniture and common equipment. The use of the common areas should not cause inconvenience to other users and guests. The consumption of alcohol is not banned, but guests have to use good judgement and should never drink in a way that leads to impaired performance or inappropriate behaviour, endangers the safety of other guests or violates the law. Illegal drugs are strictly prohibited at any time. Internet usage: free Wi-Fi is available to all guests in the rooms and in all common areas. It is prohibited to use the internet connection for downloading or uploading obscene, offensive or illegal material, to download or upload pirated movies, music, material or software. We also prohibit the use of our internet connection to access and visit potentially dangerous websites that can compromise our network and computer safety as well as to perform unauthorized or illegal actions, like hacking, fraud or buying/selling illegal goods.

6.4 Weather conditions

In the rare event that PSC considers conditions to be unsuitable for surfing or stand up paddling, we will make all efforts to reschedule your booked course or tour. Due to the number of reservations requested and the high occupancy rate in peak season during the summer months, it is sometimes not possible to re-arrange the booking for the preferred time. In this case, there will be a refund of all money paid up to 100%. In the event that a client has been informed that the activity is in danger of being cancelled, he decides to make the pick-up despite this information, and the lesson has actually to be cancelled, no refund can be made available. If the weather conditions allow the

activity to be carried out without any danger or significant restrictions, but do not suit the personal preference of the client, PSC cannot take responsibility and there will be no refund of the amount paid.

7. BROCHURE AND WEBSITE

Although every effort is made to ensure the accuracy of the PSC brochures and websites, both are intended only as a guide to the services offered by PSC. PSC is exempt from any liability arising from errors or omissions in the brochures and websites or minor discrepancies between the descriptions/contents of the brochures and websites and the service itself. Any photograph or image of you taken during one of our courses, classes, tours or stay, or that we take of you for your holiday photos, may be used by us free of charge in any media for genuine advertising and/or marketing purposes. This includes advertising material of any kind, such as brochures, leaflets, videos and the internet including social media. If you prefer your image not to be used in any promotional material, please inform us in writing before arrival or the start of the booked service. If you did not do so but decide later to not appear in any promotional activity of ours, please get in touch and we will to the best of our abilities exclude your image even if there is no legal claim due to not having informed us on time.

8. LAW AND JURISDICTION

These terms and conditions form an integral part of the contract between you, the client or participant, and us, PSC, which will be construed in accordance with Portuguese Law. It is agreed between both parties that each party will submit to the jurisdiction of the Portuguese Courts.