

## **BOWT**

### **TERMS AND CONDITIONS**

The terms "we," "our," and "BOWT" refer to ASSUNTOTIMISTA, UNIPessoal LDA NIF 516024817. The terms directed towards "you" refer to the user visiting the website.

These Terms and Conditions of Service, along with our Privacy Policy, apply to any use of the website. Anyone can use the website on the condition that they accept the Terms and Conditions and the Privacy Policy. Any use of the website signifies that the user has read and understood the Terms and Conditions of Service and the Privacy Policy, and has agreed to be bound by them. Please carefully read the following.

We may change the provisions at any time. Your continued access to this website after such changes signifies your acceptance of the updated Terms and Conditions. The date of the last revisions is noted at the top of this page. Please ensure that you are aware of the most current version.

#### **Use of the website**

As a condition for your use of the website, you warrant that all information provided by you is accurate, current, and complete. You also guarantee that your use of this site is for personal, non-commercial purposes, to make legitimate reservations for the offered maritime experiences. You will not use this website to make any false or fraudulent requests.

#### **Privacy Policy**

BOWT aims to protect your privacy. Here you can find our current Privacy Policy, which also governs your use of this website.

#### **Prohibited Activities**

The content and information on this website (including, but not limited to, data, text, photos, graphics, video, software, code, or other materials), as well as the infrastructure used, are our property. You agree not to modify, copy, reproduce, publish, or sell any content and information obtained through this website. Any use of BOWT content requires our prior written authorization. Additionally, you agree not to:

- Use the service or content for any commercial purpose, outside the scope of those explicitly permitted commercial purposes under this Agreement and related guidelines.
- Access, monitor, reproduce, distribute, transmit, broadcast, display, sell, license, copy, or otherwise exploit any content of the services, including but not limited to user profiles and photographs, using any robot, spider, scraper, or other automated means or any manual process for any purpose not in accordance with this Agreement or without our express written authorization.
- Violate restrictions in any robots exclusion headers on the services or bypass or circumvent other measures used to prevent or limit access to the services.
- Take any action that, at our discretion, imposes or may impose an unreasonable or disproportionately large load on our infrastructure.
- Deep link to any part of the service for any purpose without our express written authorization.
- "Frame," "mirror," or incorporate any part of our service into any other website or service without our prior written authorization.
- Attempt to modify, translate, adapt, edit, decompile, disassemble, or reverse engineer any software program used in connection with our services.
- Circumvent, disable, or otherwise interfere with security features of the services or features that prevent or restrict the use or copying of any content.
- Download any content unless expressly made available for download by BOWT..

### **User Accounts**

Creating an account is not necessary to use the features of the website. To use the booking functionality on this site, the necessary information includes your name, email, and phone number, which must be provided for each booking made. Payment data is managed by third-party services such as Stripe or Meo Wallet, with the process encrypted and securely transmitted using SSL protocol.

### **Electronic Communications**

By using the site or sending us emails, text messages, and other communications from any device, you agree that we may communicate with you in various ways, such as via email, alerts, or by posting notices and messages on the site. You can unsubscribe from email communications at any time by sending an email to geral@bowt.pt.

### **No Warranty**

We strive to ensure that the information on the website is accurate, but we do not provide any warranties regarding its correctness, completeness, timeliness, and reliability for any purpose. We may edit, add, or remove information on the website, its structure, and functions at any time, at our sole discretion, without informing of any changes.

We do not provide any warranties regarding the availability of the website or its functions. We also do not warrant that the website is free from defects or that the website and its infrastructure are free from viruses and other harmful software.

### **Intellectual Property Rights**

The website is protected by copyright and intellectual property rights. You may access and view the website, but you may not incorporate it into other websites, copy, publish, download, upload, transmit, or otherwise make the information contained therein available without our prior written consent.

### **Bookings**

By booking a maritime experience through the website, you accept the practices described in our Privacy Policy and this Agreement. BOWT is not a travel agency and does not own maritime experiences or other travel experiences. BOWT displays information about maritime experiences offered by third-party suppliers and facilitates bookings for those suppliers. BOWT is not responsible for the accuracy or completeness of the information obtained from third-party suppliers.

If you book a maritime experience through the website, you are bound by the terms and conditions of the supplier. Your interactions with third-party suppliers are at your own risk. BOWT has no responsibility for acts, errors, warranties, breaches, or negligence of third-party suppliers or for any personal injury, death, property damage, or other damages resulting from your interactions with third-party suppliers.

### **Rescheduling a Reservation**

All requests for rescheduling your reservation should be directed to the BOWT customer service team. See the "Payment and Cancellations" section below for additional information regarding canceling a reservation.

We do not charge a fee for changing the dates of an existing reservation if the request is received by our team more than 25 days before the confirmed date of your experience. If you request a date change within 25 days or less of your confirmed date, we will try to accommodate your request, but these changes may be subject to an additional fee.

If you made a reservation using a BOWT promotional code or took advantage of a special offer price, changing the date of your reservation may invalidate your discount or special offer price.

Our suppliers occasionally make changes to the dates, prices, inclusions, requirements, and other features of maritime experiences. As a result, BOWT reserves the right to cancel, change, or substitute any maritime experience you have booked for any reason at any time. In such cases, if you are not satisfied with the offered alternatives, you are entitled to a full refund of the original price.

### **Payments and Cancellations**

When you book a maritime experience through the website, BOWT collects your payment information and processes your payment as described in the "Payment Processing" section. BOWT accepts the following credit cards: Mastercard, Visa, and American Express. You can also pay using MBway. All payment and service fees are included in the final price. A 30% payment of the total amount is required to make a reservation. The remaining 70% must be paid up to 8 days before the event.

There are no refunds available after the start of a maritime experience. Canceling a reservation may result in cancellation fees. The general cancellation policy is as follows:

- If you cancel at least 25 days prior to the scheduled departure of your event, no cancellation fee will be charged.
- If you cancel 24 to 9 days in advance of the scheduled event, there is a cancellation fee of 30% (which will be divided into two parts: 10% BOWT + 20% Operator).
- If you cancel 8 days or less before the event date, a cancellation fee of 100% will be charged.

Upon canceling any reservation, you will be notified by email or phone about the total cancellation fees. Gift Vouchers are non-refundable under any circumstances.

The transaction amount may be subject to taxes, duties, currency exchange, or other fees, so there may be differences between the amount displayed on BOWT and the final amount charged on the customer's bank statement.

### **Payment Processing**

Payment processing services for maritime experiences booked on this site are provided by Stripe and Meo Wallet.

Stripe helps over 100,000 businesses in over 100 countries and nearly every industry with their payment processes. Based in San Francisco, Stripe has 9 offices worldwide. By using Stripe, we achieve PCI-DSS compliance for our payments.

Meo Wallet is a digital wallet provided by MEO, a Portuguese telecommunications company, recognized by the Bank of Portugal and supervised by them as well. It allows you to make payments using MB Way, replacing the use of physical money or credit cards. No sensitive data reaches our servers, making it safer for both you and us.

### **Prices and Inclusions/Exclusions**

The prices stated on the website are per vessel and include VAT unless otherwise specified. Prices may change without prior notice until a reservation is confirmed. Prices do not include tips/gratuities to tour operators and any beverages or food not specifically listed under "Catering" or "Extras."

### **BOWT's Liability**

While we endeavor to ensure that all information on the website is accurate, we do not provide any warranties regarding the availability of the website or its functions, that the website is free from defects, or that the website and its infrastructure are free from viruses. The content and information on this website may include inaccuracies, including availability of bookings and pricing errors. BOWT does not guarantee the accuracy of, and disclaims any liability for, any inaccuracies relating to the descriptions of maritime experiences presented on this website (including pricing, availability, images, features, etc.). BOWT reserves the right to correct any inaccuracies in the descriptions of maritime experiences on the website at any time.

Third-party suppliers providing maritime experiences on this website are independently contracted and are not agents or employees of BOWT. BOWT strives to work only with top

maritime tour operators to ensure excellent maritime experiences. However, BOWT is not responsible for the acts, errors, or misconduct of such suppliers or for any personal injury, death, property damage, or other damages resulting from your booking of a maritime experience through this website. BOWT has no liability and will not provide any refunds in the event of any delays, overbookings, or other causes beyond our direct control, except in the case of adverse weather affecting navigation safety.

**Links to Third-Party Websites**

The website may contain hyperlinks to websites operated by third parties. We do not assume any responsibility for the content of third-party websites that may be available on the site and for the content linked to the site. We are not responsible for such content and have no liability related to it. You use third-party websites at your own risk. If you believe that we have illicit content on the site, please email us at [geral@bowt.pt](mailto:geral@bowt.pt).

**Software Available on This Site**

The website is provided solely to provide information about BOWT and promote BOWT's services, websites, partners, and maritime experiences.