# 1. GENERAL INTRODUCTION of Clab Service srl (C.S.)

Clab Service srl is a limited liability company with its registered office at via XXII Marzo 01 - 21013 Gallarate (VA) Italy VAT and tax code 02439450129, registered with the Register of Companies of the C.C.I.A.A.258011 and the court of Busto Arsizio 22949 Share Capital 10,400.00 euros.

C.S. is responsible for managing transfers of people in over 450 cities worldwide, generated by a booking made on the website <a href="https://www.clabservice.com">www.clabservice.com</a> by an C.S. customer. For the provision of services, C.S. relies not only on its own drivers but also on the collaboration of transport companies regularly operating in the area.

Before making an online booking, the client must ensure that they have read and understood C.S.' terms and conditions which will govern the future contract. Our customer service is available for any clarifications regarding the travel conditions.

Through the website <u>www.clabservice.com</u>, C.S. offers the following types of transfer services and/or private excursions with vehicles ranging from car (1 to 3 passengers), to SUV & minibus (4 to 8 passengers).

## 2. ONLINE BOOKINGS

- a. When two or more people are included in the same booking, or when the booking is made on behalf of others, the person making the booking (Client) will be considered as an agent on behalf of the other members of the group (Passengers) and, therefore, accepts C.S.' conditions on their behalf. If the booking is made via phone, or email in addition to our online system, the same booking is subject to, and the client accepts, C.S' conditions, and this request is considered a "Booking Request."
- b. At the time of booking, the client declares to be of legal age and ensures that all provided data are accurate, complete, and that the credit or debit card used is owned by them with sufficient funds or credits to cover the cost of the service. C.S. will not be responsible for any errors in the booking and will not refund any services due to these errors. If these errors require C.S. or its suppliers to provide a service different from the one booked and this incurs additional costs, the Client must pay this difference directly to the driver, as communicated by C.S' Office, before the service is provided.
- c. Payment for the service is required at the time of booking, either through the online system or by credit card authorization via e.mail <a href="mailto:info@clabservice.com">info@clabservice.com</a>. The service fees will only be charged after verification within 1-12 hours of receiving the booking (in case of emergencies, our hotline +39 0 331781734 is operational), by our booking office to confirm the actual availability of the booked vehicle at the requested location and time. In case of unavailability, the booking will be considered null and no charges will be made. If C.S. is able to provide the requested service, the customer will receive confirmation of the booking via email or SMS/WA, along with the corresponding voucher number, and the service cost will be automatically charged to the credit card provided by the customer at the time of booking request. The sending of the email or SMS/WA will be considered as proof of its reception by the customer.

If C.S. is unable, for any reason, to provide the service, it will notify the customer of the cancellation of their "Booking Request" via email or SMS/WA. In this case, no charges will be made to the customer's credit card.

The booking confirmation/voucher number is considered the travel ticket. This must be printed, carried along, and shown to the C.S. driver before each transfer. The "Booking Request", on the other hand, has no validity as a travel ticket.

- d. It is the customer's responsibility to verify that all the details printed on the voucher correspond to those selected by the customer at the time of booking. Any discrepancies should be communicated via email to info@clabservice.com before the service is provided.
- e. It is the Customer's responsibility to provide a valid mobile phone number for at least one of the passengers, including the international prefix, for any emergencies (SMS/WA alerts).

If no phone contact is provided in the booking, it is the Customer's or passenger's responsibility to contact C.S. to check for any changes that may have occurred in the booking.

### 3. LUGGAGE

- a. If the Customer has golf bags, bikes, skis, or other bulky items for which an additional fee may be required, they must communicate this during the booking. In case of failure to communicate, C.S. or its suppliers may refuse to transport the undeclared items.
- b. Luggage is transported under the exclusive responsibility of the customer. Any luggage left in the vehicle that provided the transport service will be delivered to the address provided by the Customer at their own expense.

# 4. DELAYS

- a. C.S. is not obligated to verify any delays in flights, ships, trains, or other means of transportation used by the Customer. It is the Customer's responsibility to promptly communicate any delays to the C.S. offices. It is our responsibility to check for any flight and/or train delays using appropriate alert systems (where possible).
- b. In the event that the Customer has booked a service and there is a delay in the flight, ship, train, or other means of transportation used by the Customer, the C.S. driver will wait up to 40 minutes from the expected arrival time. Beyond the 40-minute waiting period, a supplement will be applied as communicated in our quote.
- c. C.S. will make every effort to ensure that all vehicles arrive on time at the scheduled destinations, but it is clarified that under no circumstances can it be held responsible for any consequences suffered by the Customer due to the transfer not being completed in a timely manner due to events and circumstances beyond the control of the driver and/or occurring due to force majeure (heavy traffic, inclement weather, sudden and unmarked or unplanned road closures, accidents, police checks, compliance with rules imposed even temporarily by the competent authorities for the safety of road users, etc.).

It is, however, possible for the Customer to obtain, upon motivated and documented request, a refund of the price of the prepaid transfer, only in the event that the non-implementation or enjoyment of the requested service or its interruption before arrival at the destination is not due to the aforementioned

force majeure reasons or the Customer's own will who has waived the service in the cases provided for in the following article 6/a.

## 5. TRANSPORTATION

- a. Smoking is not allowed in vehicles used by I.L.N.
- b. All I.L.N. drivers may refuse to transport anyone who may be under the influence of alcohol or drugs and/or whose behavior is considered threatening to the driver, the vehicles, or other passengers.
- c. It is not allowed to introduce alcoholic beverages or drugs into the vehicles used by I.L.N. with the intention of consuming them.
- d. All vehicles used by I.L.N. are regularly insured for third-party liability according to the current regulations of the country in which the transport is carried out.

# 6. CANCELLATIONS, MODIFICATIONS, REFUNDS

a. Cancellation of the booking can only be made via email to the address info@clabservice.com and will be confirmed, also via email, by the I.L.N. offices. If the customer does not receive the cancellation confirmation email, it is their responsibility to contact the I.L.N. offices by phone.

#### Penalties in case of transfer:

- 1. In case of a no-show or cancellation with less than 24 hours' notice before the first service, a penalty of 100% is due.
- 2. In case of cancellation between 72 and 24 hours before the service, the penalty is 50%.
- 3. In case of cancellation more than 72 hours before the service, no penalty is applied.

## Penalties in case of tours of one or more days:

- 1. In case of cancellation between 168 and 72 hours before the tour, a penalty of 50% is applied.
- 2. In case of cancellation between 72 and 0 hours before the tour, a penalty of 100% is applied.
- 3. No-show results in a penalty of 100%.

For tours, the penalty refers to the total estimated amount.

# Modifications to the booking:

- a. Any changes to the booking must be communicated to the email address info@clabservice.com.
- b. Changes to the booking must be communicated via email to info@clabservice.com at least twenty-four hours before the booked service. For changes communicated less than 6 hours before the start of the service, if it is not possible to provide a new solution, alternative solutions will be communicated. If no alternative solutions are available, or if they are not accepted by the customer, the service will be considered a no-show.

c. Any complaints and related refund requests must be submitted in writing within 48 hours of the end of the service to the email address info@clabservice.com with the necessary and documented justification, and will be evaluated according to the current regulations in Italy.

## Waiting times:

At the airport, in the arrivals area, the driver will wait for passengers upon the arrival of the flight. If 60 minutes have passed since the flight's arrival without the passengers contacting our office or the driver, a no-show will be applied.

At the train station or port, the driver will wait at the location specified in the booking. If 30 minutes have passed since the arrival of the ship or train without the passengers contacting our office or the driver, a no-show will be applied.

At a hotel or location, the driver will wait for 30 minutes. If this time has passed without the passengers contacting our office or the driver, a no-show will be applied.

# Invoicing:

The total amount of the booking will be invoiced directly to the customer or entity that requested the service, based on the data provided in the booking form.

### **Gratuities:**

Gratuities are not included in the quote and are at the discretion of the customer.

# **Government Acts:**

These General Conditions are subject to Italian legislation. Any dispute that may arise between the Customer and C.S. will be under the jurisdiction of the court of Busto Arsizio.

## Protection of Provided Personal Data:

In accordance with Legislative Decree 196/03, the personal data freely communicated will be stored in a secure database. The data will be processed by C.S.

The data controller is Clab Service srl located at via XXII Marzo 01 - 21013 Gallarate (VA) Italy. According to article 29 of Legislative Decree 196/93 (for the full text, visit the Privacy Guarantor's website: www.garanteprivacy.it), the data controller is the sole administrator of Clab Service srl. In accordance with article 7 of the aforementioned Legislative Decree, you can request the modification of your data at any time by writing to Clab Service srl at via XXII Marzo 01 - 21013 Gallarate (VA) Italy, or by contacting us at the following number +39 0 331781734.