

TERMS AND CONDITIONS OF USE

RELATING TO

ADVENTURO LTD

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## INTRODUCTION

Welcome to the Sahara Tours LLC Website. Through this Website, Sahara Tours LLC has developed a

Sahara Tours LLC Platform on which Customer s can, at their request, be put into relation with Provider s

for the purpose of brokering Experience Agreements between Customer s and Provider s

(collectively, the “ Users ”).

The Website and Sahara Tours LLC Platform are owned and operated by Sahara Tours LLC Ltd, a company

incorporated and registered in England and Wales with number 14253081 whose registered office is at 165 Fleet Street, London, England EC4A 2DY . In case of queries or issues with our Services, Users can reach by e-mail at Team@ saharatoursmorocco.com .

These Terms contain the terms and conditions of use of Sahara Tours LLC ’s Website, Sahara Tours LLC

Platform , and Services.

The access to and use of the Website, Sahara Tours LLC Platform and Services is free of charge for the

User, except for the Booking, Credit Card and Admin Fees as provided under Clause 11 below.

These fees are payable only after the Provider accepts a Booking Confirmation in accordance with the provisions of these Terms and/or in case of cancellation of a n Experience .

By booking a n Experience on the Sahara Tours LLC Platform , the User will, as a general rule, not enter

into a legal relationship (whether contractual or other) with Sahara Tours LLC regarding the performance

of the Experience . Sahara Tours LLC only acts as an intermediary between the Customer s and the

Provider s. Sahara Tours LLC will therefore not be a party to (and will not be responsible for the performance of) any Experience Agreement brokered through the Sahara Tours LLC Platform save as

prescribed by Clause 14, below .

## AGREED TERMS

## 1. DEFINITIONS AND INTERPRETATION

### 1.1 Definitions

In these Terms , the following capitalised words and phrases shall have the meaning ascribed to them under this Clause 1.1:

“Sahara Tours LLC Platform ” means the online brokering tool accessible through the Website, on which the Customer is able to browse Experiences offered by Providers.

“Applicable Law ” means, in respect of a party, all applicable laws (whether statutory or deriving from the common law or equity), binding regulations, the rules and regulations of any applicable stock exchange, any published practice of a governmental authority (including any published regulation or published requirement of any tax authority) or the judgment of any court of competent jurisdiction that apply from time to time to the activities contemplated under these Terms . Where relevant, Applicable Law may include the Package Travel Requirements .

“Booking Confirmation ” means a confirmation of the Booking Request made by the Provider to Customer . Such Booking Confirmation must be in writing and contain all information required under Applicable Law.

“Booking Fee ” means the booking fee charged to the User by Sahara Tours LLC in accordance with Clause 11.1.

“Booking Request ” means any request for information or for a booking made by a Customer in relation to an Experience.

“Clause ” means a clause of the Terms , unless expressly specified otherwise.

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“Commission ” means the commission fees charged to the Provider by Sahara Tours LLC for the Provision of the Services , as provided under Clause 11.1.

“Credit Card Fee ” means the credit card payment fee charged to the Customer by Sahara Tours LLC in accordance with Clause 11.2.

“Customer ” means the group or individual using the Sahara Tours LLC Platform to purchase an experience.

“Experience ” means any service for activity experiences offered by a Provider on the Sahara Tours LLC Platform . Experiences include “standard” experiences proposed on the Sahara Tours LLC Platform and any bespoke Experiences organised by the Provider after consultation with the User.

“Experience Agreement ” means the agreement between the Customer and the Provider resulting from payment by the Customer of a (deposit on) the Experience Price and the Booking Confirmation by the Provider , as provided in the relevant Booking

Request pursuant to the Listing .

“Experience Price ” means the total price, including any taxes, levies or duties due under Applicable Law (such as tourist taxes, sales tax, etc.). For the avoidance of doubt, the Experience Price is exclusive of any Booking, Credit Card or Admin Fees.

“Listing ” means the Experience offered by the Provider on the Sahara Tours LLC Platform .

“Package Travel Requirements ” have the meaning given in Clause 14.

“Provider ” means the Providers promoting Experience s on the Sahara Tours LLC Platform .

“Provider Contract ” means the contract between the Provider and Sahara Tours LLC for the supply of the Services in accordance with the Contract Details and these Terms .

“Services ” means the services contemplated under Clause 3.

“Terms ” these Terms of Conditions and Use as amended from time to time.

“User ” means a Customer or Provider of the Sahara Tours LLC Platform who is interested in promoting , offering or purchasing an Experience (as further contemplated in the Introduction ).

“Vouchers” means a digital or physical certificate issued by Sahara Tours LLC, which can be redeemed for its monetary value against Experiences offered on the Sahara Tours LLC Platform.

Each Voucher includes a unique code, the value of the Voucher, and an expiry date.

“Website ” saharatoursmorocco.com and any sub -page or domain.

## 1.2 Rules of interpretation

(a) In the Terms :

(i) Headings are for convenience only. They have no influence on the construction or interpretation of the Terms .

(ii) Words or phrases used in the plural form include the singular and vice versa. Any gendered term or phrase includes all other genders.

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(iii) The phrases “such as”, “including” or similar phrases or expressions must be understood as introducing a non -exhaustive list of items and must be read as including the phrase “but not limited to”.

(b) Any Clause containing an obligation to refrain from doing something or taking any action includes obligations (i) to not cause such thing to be done or such action to be taken by others and (ii) to deploy one’s best efforts to prevent others from doing such thing or taking such action.

## 2. SCOPE

### 2.1 Subject matter

These Terms set out the terms and conditions of use of the Services, the Website and the Sahara Tours LLC Platform by the User, as well as the terms and conditions under which Experience s can be booked (and result in the User entering into an Experience Agreement).

## 2.2 Acceptance by User

By the mere fact of using the Services, the Sahara Tours LLC Platform or the Website, the User accepts the application of the Terms . Notwithstanding the foregoing, Sahara Tours LLC is entitled to require from time to time, as a condition precedent to the (further) use of the Sahara Tours LLC Platform or the Website, that the User would expressly confirm his acceptance of the Terms , including by “tick -the-box” solutions.

## 2.3 No other terms or conditions

These Terms are exclusive of any other contractual documentation in relation to the use of the Services, unless specifically accepted in writing by Sahara Tours LLC . The Customer is hereby made aware that the Experience Agreements may comprise other terms and conditions as negotiated with the Provider .

# 3. SERVICES

## 3.1 Brokering service

Sahara Tours LLC offers a brokering service through the Sahara Tours LLC Platform available on the

Website, on which Provider s are able to offer Experience s for sale to the Customer s.

Sahara Tours LLC 's brokering service includes facilitating communications and the booking process between the Provider and the Customer through tools such as a built -in chat box, videoconferencing, e -mails, etc. As a part of this Service, Sahara Tours LLC can be contacted by the Customer to obtain assistance and advice in his search for an Experience or Provider .

## 3.2 Payment services

Sahara Tours LLC puts a payment service at the User's disposal by which, subject to the relevant Provider 's agreement, the Customer can validly effect payments due under an Experience Agreement. The User is aware that these payment services may be provided by third parties (such as Pay Pal, credit card companies or other payment service providers) and that they may therefore be subject to additional terms and conditions and costs.

## 3.3 Collection of User feedback

The Customer is entitled to submit and post reviews and feedback on Provider s and Experience s he has booked and participated in. The Customer agrees that any such

feedback can be shared with the relevant Provider and/or published on the Sahara Tours LLC Platform . The Customer grants full rights of use of his feedback to Sahara Tours LLC for commercial purposes .

#### 3.4 Point of contact

Sahara Tours LLC 's contact details as provided in these Terms can be used at all times by the User in connection with an Experience . Sahara Tours LLC will deploy commercially reasonable efforts to facilitate communications between the Users but collectively, the Users acknowledge that this might not always be possible .

#### 3.5 Sahara Tours LLC 's obligations in performance of the Services

Save for the obligation to forward to the Provider any payments received on his behalf and, Sahara Tours LLC 's obligations in performing the Services are, to the fullest extent permitted under Applicable Law, best efforts obligations. Sahara Tours LLC shall incur no liability for any delay or breach of these Terms unless the User demonstrates that Sahara Tours LLC has dedicated insufficient commercial resources or efforts reasonably required to perform the Services in accordance with the Terms .

#### 3.6 Continuity of Services

The User acknowledges that the provision of the Services is contingent upon Sahara Tours LLC being and remaining properly supplied by several service and utility providers. Sahara Tours LLC cannot therefore guarantee that the Services will be available without interruption or on an error -free basis. If and when the Services are interrupted due to events not attributable to Sahara Tours LLC (such as power outage, internet failure, payment services downtime, or any other interruptions as there may reasonably be in the general course of business ), the only obligation of Sahara Tours LLC shall be to provide the User, to the best of its abilities, with information about such interruption of the Services and the estimated duration of such interruption. Sahara Tours LLC shall not be liable for any damage suffered by the User in respect of such an interruption.

#### 3.7 Discontinuance

Sahara Tours LLC is constantly changing and improving the Services. Sahara Tours LLC may add to or

remove functionalities or features from the Website or the Sahara Tours LLC Platform which may result in the suspension or discontinuance of a Service.

#### 3.8 General

In supplying the Services, Sahara Tours LLC shall:

- (a) perform the Services with reasonable care and skill; and
- (b) comply with all Applicable Law and the Provider Contract provided that

Sahara Tours LLC shall not be liable under the Provider Contract if, as a result of such compliance, it is in breach of any of its obligations under the Provider Contract.

#### 4. CUSTOMER SPECIFIC TERMS

##### 4.1 Searching

The Customer can search for Providers or Experiences by using criteria like the type of Experience , destination, dates, and number of Customer s. You can also use filters to refine your search results. Search results are based on their relevance to your search and other criteria. Relevance considers factors like price, availability, reviews, customer

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service and cancellation history, popularity, Provider requirements (e.g. minimum or maximum Customer s), and more.

##### 4.2 Cancellations and modifications

In general, if a Customer cancels a reservation, the amount refunded to them is determined by the cancellation policy detailed in clause 10. Customer s and Providers are responsible for any booking modifications they agree to make via the Sahara Tours LLC Platform or can direct Sahara Tours LLC customer service to make on their behalf, and agree to pay any additional amounts, fees or taxes associated with such modification.

##### 4.3 Customer responsibilities

Customer s are responsible for their own acts and omissions and are also responsible for the acts and omissions of anyone they invite to join or provide access to any Experience. For example, this means: (i) Customer s are responsible for leaving any equipment at an Experience (and ay related property) in the condition it was in when they arrived, (ii) Customer s are responsible for paying all damage amounts reasonably necessary to cover damage that a Customer cause to a Providers equipment or property , and (iii) Customer s must act with integri ty, treat others with respect and comply with Applicable Law at all times. If Customer s are booking for an additional Customer who is a minor or if you bring a minor to an Experience , you must be legally authori sed to act on behalf of the minor and you are solely responsible for the supervision of that minor.

#### 5. PROVIDER SPECIFIC TERMS

##### 5.1 Providing Experiences on Sahara Tours LLC

As a Provider , Sahara Tours LLC offers you the right to use the Sahara Tours LLC Platform to share your

Listings with our Customer s and earn money doing it. It's easy to create a n Experience and you are in control of how you provide the Experience - set your price, availability, and rules for each Experience you offer on the Sahara Tours LLC Platform .

## 5.2 Contracting with Customer s

When you accept a Booking Request , or receive a booking confirmation through the Sahara Tours LLC Platform , you are entering into a contract directly with the Customer and are responsible for delivering the Experience under the terms and at the price specified in your Listing. You are also agreeing to pay applicable fees like Sahara Tours LLC 's Commission fee (and applicable taxes) for each booking. Sahara Tours LLC will deduct amounts you owe from your pay-out unless we and you agree to a different method. Any terms or conditions that you include in any supplement contract with Customer s must: (i) be consistent with these Terms, policies on the Sahara Tours LLC website , Applicable Law and the information provided in your Listing, and (ii) be prominently disclosed in your Listing description.

## 5.3 Independence of Providers

Your relationship with Sahara Tours LLC is that of an independent individual or entity and not an employee, agent, joint venture or partner of Sahara Tours LLC , except that Sahara Tours LLC acts as a payment collection agent. Sahara Tours LLC does not direct or control your Listings or Experiences and you understand that you have complete discretion whether and when to provide Experiences and at what price and on what terms to offer them.

## 5.4 Managing your Listing

The Sahara Tours LLC Platform provides tools and assistance so that you can manage your Listing. Your Listing must include complete and accurate information about your

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Experience, your price, other charges like equipment rental or space hire, and any rules or requirements that apply to your Customer s or Listing. You are responsible for your acts and omissions as well as for keeping your Listing information (including calendar availability) and content (like photos) up -to-date and accurate at all times. Sahara Tours LLC recommends that you obtain appropriate insurance for your Experience and suggest you carefully review policy terms and conditions like coverage details and exclus ions. You may only maintain one Listing per Experience .

## 5.5 Your legal obligations

You are responsible for understanding and complying with any Applicable Law , rules, regulations and contracts with third parties that apply to your Listing or Experience . For example: some jurisdictions require Providers to register, get a permit, or obtain a license before providing certain Experiences (such as sky diving , guiding tours or operating a vehicle). In some places, the Experiences you want to offer may be prohibited altogether.

Some jurisdictions may require that you register Customer s who partake in your Experiences . Check your local rules to learn what rules apply to the Experiences you plan to offer. Information we provide regarding legal requirements is for informational purposes only and you should independently confirm your obligations. You are responsible for handling and using personal data of Customer s and others in compliance with applicable privacy laws and these Terms . If you are unsure on any of this, you should seek legal advice.

#### 5.6 Provider Responsibilities

(a) You are responsible for your own acts and omissions and are also responsible for the acts and omissions of anyone you allow to participate in providing your Experiences . You are responsible for setting your price and establishing rules and requirements for your Listing. You must describe any and all fees and charges in your Listing description and may not collect any additional fees or charges outside the Sahara Tours LLC Platform except those expressly authori sed by Sahara Tours LLC .

(b) Do not encourage Customer s to create third -party accounts, submit reviews, provide their contact information, or take other actions outside the Sahara Tours LLC Platform . Sahara Tours LLC will provide Customer contact details where necessary after the Experi ence Agreement is formed after payment by the Customer , detailed in Clause 7.6.

(c) Do not encourage Customers to arrive at a booking or to your premises before a booking has been confirmed and paid for through the Sahara Tours LLC platform.

#### 5.7 Providing as an organisation

If you work with a co -Provider as part of a team, business or other organi sation, the entity and each individual who participates in providing Experience , is responsible and liable as a Provider under these Terms. If you accept terms or enter into contracts, you represent and warrant that you are authori sed to enter into contracts for and bind your team, business or other organization, and that each entity you use is in good standing under the Applicable Law of the place where it is established. If you perf orm other functions, you represent and warrant that you are authori sed to perform those functions. If you instruct Sahara Tours LLC to transfer a portion of your pay-out to a co -Provider or other Provider , or send payments to someone else, you must be authori sed to do so, and are responsible and liable for the payment amounts and accuracy of any pay-out information you provide.

#### 5.8 Cancellations and modifications

In general, if a Customer cancels a reservation, the amount refunded to them is determined by the cancellation policy detailed in clause 10. Customer s and Providers are responsible for any booking modifications they agree to make via the Sahara Tours LLC Platform or can direct Sahara Tours LLC customer service to make on their behalf, and agree to pay any additional amounts, fees or taxes associated with such modification.

#### 5.9 Taxes

As a Provider, you are responsible for determining and fulfilling your obligations under Applicable Law to report, collect, remit or include in your price any applicable VAT or other indirect taxes, occupancy taxes, tourist, income or other taxes. In certain jurisdictions, tax regulations and Applicable Law may require that we collect and/or report tax information about you, or withhold taxes from pay -outs to you, or both. If you fail to provide us with documentation that we determine to be sufficient to support any such obligation to withhold taxes from pay -outs to you, we may withhold pay -outs up to the amount as required by Applicable Law , until sufficient documentation is provided. You agree that Sahara Tours LLC may issue on your behalf invoices or similar documentation for VAT, GST, consumption or other taxes f or your Experience to facilitate accurate tax reporting by our Customer s and their organi sations where reasonably necessary .

#### 5.10 General

(a) The Provider shall:

- (i) co-operate with Sahara Tours LLC in all matters relating to the Services;
- (ii) provide, in a timely manner, such information as Sahara Tours LLC may reasonably require, and ensure that it is accurate and complete in all material respects; and
- (iii) maintain and update its details on Sahara Tours LLC Platform and ensure that it is accurate and complete in all material respects.

(b) If Sahara Tours LLC's performance of its obligations under the Terms is prevented or delayed by any act or omission of the Provider, its agents, subcontractors, consultants or employees, Sahara Tours LLC shall:

- (i) not be liable for any costs, charges or losses sustained or incurred by the Provider that arise directly or indirectly from such prevention or delay;
- (ii) be entitled to payment of the Commission despite any such prevention or delay; and
- (iii) be entitled to recover any additional costs, charges or losses Sahara Tours LLC sustains or incurs that arise directly or indirectly from such prevention or

delay.

## 6. TERMS OF USE

### 6.1 Adult Users

Browsing the Website and Sahara Tours LLC Platform is unrestricted. However, only adult Users with full capacity of entering into legally binding relationships are authorized to book an Experience .

### 6.2 Truthfulness of information provided by User

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At any stage in the booking process, Users may be requested by Sahara Tours LLC or by the relevant Provider , whether punctually or by way of online forms to be filled in, to provide certain information, including personal data (which, if provided to Sahara Tours LLC , shall then be processed in accordance with Clause 14). The Customer may refuse to provide such information, but this may result in Sahara Tours LLC suspending any Services to the User or in the inability of the User to use all features of the Services. The User guarantees that any information provided to Sahara Tours LLC or the Provider is truthful, not misleading and complete.

### 6.3 Free of charge

The use of the Services is free of charge, save for possible Booking, Credit Card or Admin Fees as provided under Clause 11 or fees charged by third parties, such as costs for the internet access plans required to access the Website and the Sahara Tours LLC Platform , credit card company fees, etc.

### 6.4 Purpose

The purpose of the Website and the Sahara Tours LLC Platform is to enable Sahara Tours LLC to provide the Services to the User.

### 6.5 Content only informative

Any content made available on the Sahara Tours LLC Platform (including content created by Sahara Tours LLC ) is only informative. Binding information in relation to any Experience will be provided by the Provider on the Listing .

### 6.6 Restrictions

The User may not:

- (a) use the Website and/or the Sahara Tours LLC Platform for any other purpose than those enumerated under Clause 6.4 above ;
- (b) use the Website and/or the Sahara Tours LLC Platform where such use (1) violates any Applicable Law or regulation; (2) violates or is detrimental to the rights or interests of Sahara Tours LLC (including intellectual property rights), other Users and/or

third parties (including Provider s); (3) interferes with or otherwise harms the use and/or effective functioning of the Website and/or of the Sahara Tours LLC Platform ; (4) provides Users with (unauthorised) access to personal data of other Users or employees or business partner s of Sahara Tours LLC or otherwise amounts to hacking or other forms of prohibited virtual behaviour; or  
(c) use the Website and/or the Sahara Tours LLC Platform for resale purposes.

#### 6.7 User Ban

Sahara Tours LLC reserves the right at all times to carry out any investigation to identify breaches of this Clause, and to take all action deemed necessary to prevent and/or terminate any unauthorised use of the Website and/or the Sahara Tours LLC Platform (including permanently or temporarily banning the User from further use of the Website and/or the Sahara Tours LLC Platform if it deems fit to do so).

#### 6.8 Links to third -party websites

The Website or the Sahara Tours LLC Platform may contain links and/or references to the websites of third parties, which have their own terms of use. Where present, these links and references are made available to enable users to quickly and easily consult

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additional services provided by these third parties. Sahara Tours LLC is not responsible for the content and/or quality of the websites referred to, and it does not endorse their content.

The access to and use of these websites is not subject to these Terms , but to the terms and conditions of the concerned third parties.

### 7. EXPERIENCE BOOKINGS

#### 7.1 Booking method

The Provider can choose whether to allow the Customer to book and pay immediately or whether to approve the bookings before allowing the Customer to pay. If the Provider chooses to approve each booking then Clause s 7.2, 7.3 and 7.4 apply. If the Provider chooses to allow the customer to pay immediately, in effect automatically accepting each booking, then the Experience Agreement is created upon payment by the Customer in accordance with Clause 7.6.

#### 7.2 Booking Request

(a) If interested in an Experience offered on the Sahara Tours LLC Platform or in a bespoke Experience discussed with a Provider , the Customer must make a Booking Request to either Sahara Tours LLC or the Provider (as the case may be) via the Listing on the Sahara Tours LLC Platform . Such Booking Request must contain at least the

following information:

- (b) The User's identity and contact information;
- (c) The User's billing address;
- (d) A reference to or a description of the desired Experience ;
- (e) The desired Experience dates.

### 7.3 Withdrawal

The User is entitled to withdraw his Booking Request at no cost at any stage prior to entering into an Experience Agreement. Cancellation of a concluded Experience Agreement is subject to the terms of Clause 10.

### 7.4 Provider response

The Provider is entitled to :

- (a) accept a Booking Request ;
- (b) modify a Booking Request regarding availability and price ;
- (c) to decline a Booking Request ; or
- (d) to engage with the Customer in order to obtain or provide further information.

Acceptation of a Booking Request by the Provider occurs when the Provider issues a Booking Confirmation .

### 7.5 Booking Confirmation

Upon the Provider accepting the Booking Request , the Customer will be provided with a Booking Confirmation setting out the terms and conditions of the prospective Experience Agreement, including the Experience Price.

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### 7.6 Experience Agreement

Acceptance of the Booking Request is subject to the Customer paying the (deposit on) the Experience Price as provided and in accordance with the payment instructions provided in the Listing . Only upon receipt of such payment by the Sahara Tours LLC (or by Provider if it is agreed to pay direct ) will an Experience Agreement be formed between the User and the Provider . Sahara Tours LLC will issue a booking confirmation containing an electronic copy of the accepted Booking Request and confirmation of receipt of the User's payment as soon as practically possible. Save for any additional information or documentation required by law, the Experience Agreement's terms consist of the Booking Request and Booking Confirmation .

## 8. VOUCHERS

### 8.1 Voucher issuance

Vouchers are issued by Sahara Tours LLC and sent to the Customer via email , or, if a physical

Voucher, via post or hand delivery . Unless stated otherwise on the Voucher or in written correspondence from Sahara Tours LLC, each Voucher is valid for a period of 12 months from the date of issue and the expiry date can be found on the voucher or in the voucher email .

#### 8.2 Voucher usage

(a) Subject to availability, Vouchers can be used to contribute towards the price of any Experience available on the Sahara Tours LLC Platform. Customers may use the Voucher by entering its unique code in the 'coupon code' section of the booking form on the Experience's page.

(b) Sahara Tours LLC reserves the right to modify, suspend, or remove any Experience from the Sahara Tours LLC Platform at any time without prior notice. If a Voucher's suggested Experience is no longer available, the Voucher can still be used to book any other available Experience on the Sahara Tours LLC Platform.

#### 8.3 Voucher limitations

(a) Vouchers cannot be exchanged for cash or other forms of credit.

(b) If the cost of the Experience exceeds the value of the Voucher, the Customer must pay the difference at the time of making the Booking Request .

(c) If the Experience's cost is less than the value of the Voucher, the balance outstanding will remain on the Voucher for future use within the original validity period.

(d) If there is a dispute between Sahara Tours LLC and Users regarding the terms or validity of the Voucher, Sahara Tours LLC's decision shall be final.

#### 8.4 Refund and cancellations

In case of cancellation of a booked Experience in accordance with Clause 10, the amount redeemed from the Voucher will be reinstated, restoring the Voucher to its previous value. Once reinstated, the Voucher will remain subject to the original expiry date.

#### 8.5 Gifted Vouchers

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Vouchers may be provided as prizes in competitions or giveaways conducted by Sahara Tours LLC or its partners, from time to time . Gifted Vouchers follow the same terms and conditions as purchased Vouchers . However , they may be valid for periods of less than 12 months , in each instance, as indicated by the date on the Voucher.

#### 9. PAYMENT

## 9.1 Payments due to Sahara Tours LLC

Sahara Tours LLC is responsible for invoicing any amounts due under an Experience Agreement to the Customer . Save for contrary provisions in the Experience Agreement, the Customer will be able to pay any amount due to Adventuro under an Experience Agreement as follows:

(a) Wire transfer into Sahara Tours LLC account (acting as the Provider 's collection agent);

or

(b) Credit Card : we use Stripe, a widely reputed payment processor, to guarantee that your payment will be secure .

## 9.2 Increases in VAT

If the rate of VAT changes between making the Booking Request and the date on which the Booking Confirmation is made, Sahara Tours LLC reserves the right to adjust the rate of VAT that due by the Customer , unless payment has already been made in full before the change in the rate of VAT takes effect.

## 10. CANCELLATION

### 10.1 Default terms

The provisions of this Clause 10 are standard cancellation terms that will be reflected in the Experience Agreement, unless outlined on the Website at the time of booking the specific Experience .

### 10.2 Contractual right of withdrawal

The User has the right to withdraw from an accepted Experience Agreement within 48 hours of the acceptance of a Booking Request , if (and only if) the relevant Booking Request has been accepted at least 30 days before the Experience departure date. Such withdrawal must be notified by e -mail (and only by e -mail) to the Provider and Sahara Tours LLC . The User does not need to justify his decision. Withdrawing from the Experience Agreement in accordance with this Clause 10.2 comes at no cost and the Customer will be fully refunded of any payments made in relation to the Experience (including Booking and Credit Card Fees, if applicable).

### 10.3 Cancellation by Customer

Subject to the provisions in Clause 11.3, the Customer is entitled to cancel an Experience by through the platform (and only through the platform, using the 'Manage' button on the page <https://saharatoursmorocco.com/account/> ), at the conditions as described on the Course Page at the time of booking.

### 10.4 Cancellation due to User

The Customer is solely responsible to abide by the obligations set out under Clause 12.2 and, more generally, to procure any services or goods necessary to perform the

Experience that are not included in the Experience Agreement. If the Experience

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Agreement cannot be performed or must be interrupted due to the Customer 's failure to abide by these obligations, or due to such services or goods being unavailable (e.g. cancelled flights) this shall be deemed to amount to a cancellation of the Experience by the Customer and Clause 10.3 will apply.

#### 10.5 Cancellation in case of exceptional circumstances

Unless agreed otherwise in the Experience Agreement, in exceptional circumstances (such as bad weather or illness of the Provider ) that, in the sole opinion of the Provider , make the performance of the Experience impossible or unsafe, the following procedure will apply:

(a) The Provider will inform Sahara Tours LLC and the Customer as fast as reasonably possible via the Sahara Tours LLC Platform ; and

(b) He will propose an alternative Experience similar to the initial Experience on the same date; or

(c) He will propose to postpone the Experience until a later date; or

(d) He will propose to cancel the Experience . In this case, a cancellation fee , of 5%, is due to Sahara Tours LLC from the Provider in accordance to 11.3. The cancellation fee is only due if the Provider does not make attempts to rearrange the booking as determined by Sahara Tours LLC .

(e) In the case where Provider proposes an alternative Experience , the Customer will have to accept this alternative Experience or it will be deemed to be a cancellation by Customer and the refund schedule provided under Clause 10.3 will apply. In the case where the Provider cancels or the Provider proposes a postponement or substitution by another Provider and the Customer refuses such proposal, then the Customer shall, as a sole remedy, receive a full refund.

(f) Sahara Tours LLC reserves the right to offer the Customer an alternative Provider in order to fulfil the desired activity. In this case , no pay-out is due to the original Provider.

## 11. ADVENTURO COMMISSION

### 11.1 Commission

The User agrees that, upon issuance of the Booking Confirmation mentioned under Clause 7.6, the Commission due pursuant to the Provider Contract is due to Sahara Tours LLC . Sahara Tours LLC will retain this commission when paying the Provider after completion of the

experience in accordance to 11.4, unless otherwise agreed by Sahara Tours LLC and the Provider.

#### 11.2 Credit Card Fees

Sahara Tours LLC does not charge either the Customer or Provider to the use of Credit Cards .

#### 11.3 Cancellation fee

The Provider agrees that, in case of cancellation of an Experience by the Provider under Clause 10.5, an Admin Fee of 5% of the Experience Price is due to Sahara Tours LLC . The cancellation fee is only due if the Provider does not make attempts to rearrange the booking as determined by Sahara Tours LLC.

#### 11.4 Payment of fees and amounts due to the Provider

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(a) Within 5 business days of completion of the Experience by the Provider, Sahara Tours LLC will pay to the Provider the amount due under the Experience Agreement (unless otherwise agreed by both Sahara Tours LLC and the Provider).

(b) Sahara Tours LLC will invoice the Customer for any outstanding fees due under this Clause 11. These invoices are payable within 5 days of issuance (unless otherwise agreed by Sahara Tours LLC). Each of the Customer and the Provider acknowledges and agrees that Sahara Tours LLC is entitled to retain payment of these fees by set off against any amount or refund due to the Customer or Provider under these Terms or under the Experience Agreement.

(c) In the event that Sahara Tours LLC has already paid the Provider and the Customer is due a refund then Sahara Tours LLC will invoice the Provider for the appropriate amount. These invoices are payable within 5 days of issuance (unless otherwise agreed by Sahara Tours LLC).

### 12. EXPERIENCE PERFORMANCE

12.1 Save for any mandatory legal obligation of Sahara Tours LLC to the contrary, Sahara Tours LLC is not

and will never be a party to and will not accept any responsibility or liability towards the Provider or the User regarding the performance of any Experience Agreement brokered between the Provider and the User.

12.2 The User is solely responsible for researching, obtaining and abiding by any specific travel regulation or restriction such as visa, sanitary, or insurance requirements. More generally, Sahara Tours LLC provides no assurance that any Experience Agreement booked by the Customer will effectively be capable of being performed by the Customer or that the Customer will reach the required destination. Where applicable, the Customer is solely

responsible for assessing whether the Experience Agreement matches his (and his travelling party's) skills and abilities . If, at any time, the Provider deems that the Customer (or any member of his travelling party) is unfit to perform the Experience safely, this shall be considered as a cancellation of the Experience by the User and Clause 10.3 shall apply.

## 13. LIABILITY AND INSURANCE

### 13.1 Limitation

To the fullest extent permitted under the Applicable Law :

(a) Sahara Tours LLC disclaims any and all liability towards the User for indirect, immaterial or consequential damage ;

(b) Sahara Tours LLC is no way (legally or otherwise) responsible for any accident, injury, or damage that occurs as a result of the Customer 's participation in the Experience . The Users are responsible for any such accidents, injuries, or damages .

(c) Sahara Tours LLC 's liability towards the User for any damages not excluded under Clause 13.1(a) shall, on aggregate, be limited to the higher of (i) GBP 1,000 or (ii) the Experience Price.

### 13.2 General

When participating in an Experience, the safety and wellbeing of the Customer is the responsibility of the Provider. As a Customer , if you have any doubts regarding the safety of an Experience or the equipment provided in connection with an Experience, then it is the Customer 's responsibility to take necessary steps to mitigate such risk. Such steps

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could include not partaking in the Experience. Should the Customer decide not to participate, that will be deemed as cancellation by the Customer in accordance with Clause 10.3.

### 13.3 Insurance

The Provider is solely responsible for ensuring that they are properly insured to operate the Experience described in the Listing on the Platform.

## 14. LINKED TRAVEL ARRANGEMENTS

### 14.1 Overview :

(a) If either:

(i) after selecting and paying for one travel service, you book additional travel services for your trip or holiday during the same visit to the Sahara Tours LLC Platform ; or

(ii) you book additional travel services for your trip or holiday via a link provided to you by us not later than 24 hours after receiving confirmation of your initial booking with us, you will not benefit from rights applying to packages under the EU's Directive (EU) 2015/2302 or the UK's Package Travel and Linked Travel Arrangements Regulations 2018 (together, the "Package Travel Requirements"). Therefore, we will not be responsible for the proper performance of those travel services. In case of problems, please contact the relevant Provider.

#### 14.2 Specific pre -contractual Information

The Customer will obtain all the pre -contractual information required under the Package Travel Requirements in the Booking Confirmation . This information mainly includes details about the main characteristics of the Experience booked, contact details of the Provider (i.e., the organizer of the package), the Experience Price, cancellation, insurance, etc.

#### 14.3 Sahara Tours LLC Retailer

If an Experience Agreement qualifies as a package or as linked travel arrangements, Sahara Tours LLC will only act as a retailer (in the sense of the Package Travel Requirements ) and will only assume obligations as such. The sole organizer of the package and/or the sole facilitator of the linked travel arrangements is the Provider . The Customer acknowledges that Sahara Tours LLC requires from the Provider s (including those Provider s who operate outside of the EEA) that they comply with the standards set by the Package Travel Requirements so that, as a rule, Sahara Tours LLC will not be liable for the performance of the Experience Agreement under the Package Travel Requirements .

#### 14.4 Terms remain in force insofar not contrary to Package Travel Requirements

If the Package Travel Requirements apply, these Terms will remain into force and fully apply to the relationship between the Customer and Sahara Tours LLC insofar not contrary to the provisions of the Package Travel Requirements , as if the specific obligations of Sahara Tours LLC under the Package Travel Requirements were "Services" in the sense of these Terms .

### 15. PERSONAL DATA

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#### 15.1 Collection of personal data

Sahara Tours LLC is committed to protect the Users' privacy. The type of personal data processed by Sahara Tours LLC and the purpose of such processing are explained in

Sahara Tours LLC 's privacy policy available under this [https:// saharatoursmorocco.com /privacy -policy/](https://saharatoursmorocco.com/privacy-policy/) .

The User consents to the collection and processing of his personal data in accordance with the privacy policy.

#### 15.2 No transmission to third parties

Except in cases where the communication of personal data to a third -party company is required to achieve the purposes set out in the privacy policy or to perform the Services, Sahara Tours LLC shall refrain from divulging, selling, leasing or exchanging the personal data to any company or entity other than a company or entity affiliated to Sahara Tours LLC , without the prior explicit approval of the User.

#### 15.3 Right of access

The User can receive insight or ask for modification or deletion of its personal information by e-mail to Team@ saharatoursmorocco.com . The User can also opt -out of any use of his/her personal information in direct marketing activities, by submitting a corresponding request to Sahara Tours LLC .

### 16. INTELLECTUAL PROPERTY

#### 16.1 All rights reserved to Sahara Tours LLC

All intellectual property rights from, in and to the Website and/or the Sahara Tours LLC Platform and the content thereof, including inventions, patents and patent applications, trademarks, trade names, copyrightable materials, graphics, text, designs, specifications, methods, procedures, algorithms, data, technical data, interactive features, system scripts, graphics, photos, sounds, music, videos, (source and object code), files, interface and trade secrets and the like, whether or not registered and Sahara Tours LLC trademarks, service marks and logos contained therein (collectively "Intellectual Property"), are solely owned by or licensed to Sahara Tours LLC , and/or subject to copyright and other intellectual property rights under European, foreign laws and international conventions. Except as provided herein, the User is not granted, either expressly or by implication any license or right to use any of the Intellectual Property without the prior express written permission of Sahara Tours LLC .

#### 16.2 No license granted to User

Authorizing a User to access the Website and/or the Sahara Tours LLC Platform does not imply the waiver, transfer, licensing or full or partial assignment by Sahara Tours LLC of any intellectual or industrial property rights. Deleting, bypassing or in any way tampering with the contents of the Sahara Tours LLC Website are all prohibited. In addition, modifying, copying, reusing, exploiting, reproducing, publishing, making second or subsequent publications of, uploading files, sending by post, transmitting, using, processing or distributing in any

way all or some of the contents included in the Sahara Tours LLC Website for public or commercial purposes are also prohibited, save with Sahara Tours LLC 's express written authori sation or, where applicable, that of the owner of the rights concerned.

#### 16.3 Grant of license on published content

By submitting content - in particular texts, photographs, graphics, etc. - to the Website and/or the Sahara Tours LLC Platform , the User grants Sahara Tours LLC a nonexclusive, royalty -free,

perpetual, transferable, irrevocable and fully sub -licensable right to use, reproduce, modify, adapt, translate, distribute, publish, create derivative works from and publicly

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display and perform such content throughout the world in any media, and for any purpose, unless otherwise agreed upon in writing. Sahara Tours LLC may limit the use of such content in case the User requires it in writing.

#### 16.4 No infringement

The User warrants to Sahara Tours LLC to have required rights to grant the license provided under Clause 15.3 and that Sahara Tours LLC will not infringe any rights of third parties by using this content. The Provider shall indemnify Sahara Tours LLC against such claims by third parties.

### 17. MISCELLANEOUS

#### 17.1 Severability

The Terms are severable . If any of the provisions of the Terms are deemed null, void, or otherwise unenforceable by a competent authority, this will not affect the remainder of the Terms and the Parties will renegotiate a lawful provision the effects of which are as close as possible to those of the nullified provisions of the Terms .

#### 17.2 No Waiver

No action or omission of Sahara Tours LLC shall be construed as a waiver of any right or remedy available to Sahara Tours LLC under the Terms or Applicable Law . Any waiver of Sahara Tours LLC shall

only be valid in writing.

#### 17.3 Variation

Sahara Tours LLC reserves the right, at its discretion, to amend, vary or modify these Terms from time to time. The revised Terms and Conditions will be effective as of the date of publication.

#### 17.4 Termination

Sahara Tours LLC reserve s the right to terminate a Provider Contract with any Provider for breach of these Terms or the policies of Sahara Tours LLC , without prior notice or further explanation. We may also remove the Provider's activity from our website if we believe,

in our sole discretion, that the Provider's activity or conduct is inappropriate, unsafe, or in violation of Applicable Law . In such cases, we will provide notice to the Provider of the termination or removal of their activity from the Sahara Tours LLC Platform . All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

## 18. APPLICABLE LAW AND JURISDICTION

### 18.1 Applicable law

The relation between Sahara Tours LLC and the User (including any non -contractual elements and obligations arising out of or in connection with it ) shall be governed by English law.

### 18.2 Jurisdiction

The English courts have exclusive jurisdiction to settle any dispute, claim or controversy arising out of or in connection with the Terms (including a dispute, claim or controversy relating to any non -contractual obligations arising out of or in connection with t hese Terms ) and both Sahara Tours LLC and the User submit to the exclusive jurisdiction of the English courts.