

GENERAL TERMS AND CONDITIONS FOR THE USE OF THE “MDESTINATIONS” PLATFORM FOR THE PURCHASE OF TOURIST SERVICES AND PACKAGES DEFINITIONS

Website: <https://www.mdestinations.com/home>

User: Travel agency registered on the Website.

Authentication Credentials: Email and password used by the User to access the Website.

Supplier: Companies contracted with MANGIA’S that provide products available for online purchase.

Consumer/Traveler: Anyone intending to conclude a contract with the Agency, entering into a contract, or authorized to travel based on the purchase of one or more tourist services, including connected services.

Customer (service): Free assistance service available during business hours, provided to Users of the Website.

Travel Ideas: Purely indicative proposals available on the Website, concerning individual customizable services, re-quotable and modifiable, or combinable by the User where available.

Cart: Tourist services or packages selected by the User after performing one or more searches on the Website.

Summary (page): Page summarizing the services added to the cart by the User, including the total price, payment method (deposit and balance or full payment), and terms of payment.

Unavoidable and Extraordinary Circumstances: A situation that is unforeseeable and beyond the control of the invoking party, the consequences of which could not have been avoided even by adopting all reasonable measures.

Booking: Order submitted through the Website.

PREMISES

MANGIA’S provides affiliated agencies (Users) with a digital platform called MDESTINATIONS – internet domain <https://www.mdestinations.com/home> – acting as an intermediary for the sale of services between Travel Agencies (“User/s”) and companies supplying accommodation, air, land, and sea transportation, car rental, insurance, and experiences (“Supplier”).

The platform allows Agencies, under the terms and conditions specified below for each specific area and during the period of affiliation to the network, to access tourist services organized and distributed by MANGIA’S, with the ability to make, among other things, bookings and/or requests for single or multiple tourist services, freely combined by the Agencies themselves.

USER OBLIGATIONS

To use the services, make purchases, or save personalized travel ideas, the User must be registered.

The User must keep their access credentials confidential and prevent disclosure to third parties to avoid unauthorized access.

The User is responsible for any damages or financial consequences resulting from the use of the Website with their password or by third parties.

Accessing the Website implies full acceptance of the terms and conditions governing the use of the platform, particularly the provisions indicated herein.

The User acknowledges that booking and purchasing products and tourist services through the Website are subject to the general terms of sale.

The User guarantees the authenticity, accuracy, and currency of the data provided, both personally and on behalf of all service beneficiaries they represent.

It is the User's responsibility to verify the correctness of the information entered and modify it if necessary before finalizing the booking. The first and last names of participants must exactly match those on the identification documents required for travel.

MANGIA'S cannot be held responsible for incorrect or false information provided by the User during registration and/or order submission, including information necessary to complete online bookings.

MANGIA'S reserves the right to refuse bookings at any time if fraudulent use of the Website by the User or third parties is detected.

GENERAL CONTRACT TERMS

These general conditions govern the User's access and use of the Website, as well as the sale of tourist services offered through the Website. These services include, by way of example, flights, accommodations, tours, activities, rentals, and transfers.

Acceptance of the General Conditions constitutes a binding agreement between MANGIA'S and/or the Suppliers and the User, who uses the platform to book and purchase tourist services.

The User is also subject to specific conditions applicable to each service, including details regarding destination, departure date, trip duration, price, fare rules, and local taxes. Some additional costs may not be pre-calculable but may still be payable on site, as they cannot be prepaid through the Website.

Use of the Website and purchase of services require explicit and full acceptance of the General Conditions and any specific conditions related to individual services.

Such acceptance occurs by checking the appropriate box or clicking on the updated hyperlink available before starting a search. Without this confirmation, it will not be possible to complete the booking or purchase of services.

The General Conditions set out different rules depending on whether the User purchases individual services separately or as part of a tourist package.

Additionally, the conditions may be modified at any time without notice. However, modifications will not apply to orders already submitted by the User. Therefore, it is essential that the User consult the updated text of the General Conditions before finalizing a booking, using the link available on the Website.

It is recommended to check the terms and conditions relating to each service or product, which may apply to bookings, purchase of goods or services, and other sections of this site, depending on the specific service supplier, and which the User, as a consumer, accepts.

REGISTRATION AND ACCESS CREDENTIALS

Access to the platform is reserved exclusively for travel agencies, subject to registration.

During registration, the User must provide an email address and create a secure password.

Upon completion of registration, a confirmation email will be sent with the user code corresponding to the email address.

Authentication credentials allow access to the Website functionalities, and the User guarantees that the data provided are truthful, complete, and up to date.

It is the User's responsibility to update them promptly and report any unauthorized use of the password to MANGIA'S.

Agencies are allowed to create multiple user profiles.

The data collected will be processed in compliance with EU Regulation 2016/679 on personal data protection. The complete privacy policy is available during the registration process.

MANGIA'S reserves the right to:

- Suspend the contract with the User in case of improper use of the Website.
- Refuse or delete existing registrations without obligation to communicate reasons.
- Not be liable for any damages caused by Website malfunctions or User electronic devices.
- Temporarily or permanently suspend or interrupt the Website.

- Not be responsible for hyperlinks to third-party websites inserted for informational purposes.

INTELLECTUAL PROPERTY

MANGIA'S owns the platform and is the exclusive holder of usage rights, as well as trademarks, logos, images, texts, videos, product descriptions, and other content published on the Website.

All content is copyright protected.

All trademarks, logos, images, texts, videos, product descriptions, and other content published by third-party Suppliers on the platform ("Supplier Content") remain the exclusive property of their respective owners. The Supplier guarantees that they have the necessary rights to publish such content and authorizes the platform to use it for the sale, promotion, and display of offered products and services.

Use of Supplier Content is limited to the platform and its communication, marketing, and sales activities.

Reproduction, modification, distribution, or unauthorized use of Supplier Content without the express consent of the owner is prohibited.

Suppliers assume full responsibility for the correctness, legality, and compliance of published content, releasing MANGIA'S from any claims or liability arising from misuse or infringement of third-party rights.

MANGIA'S reserves the right to remove any content that violates intellectual property rights, is deemed misleading, or non-compliant with legal and contractual requirements.

The User agrees not to copy, modify, reproduce, or distribute information, content, software, graphics, and images from the Website.

Images are available for viewing only and may not be downloaded or saved.

It is also prohibited to circumvent Website security measures, attempt unauthorized access to services, or use false credentials to access the platform.

Access to the Website does not grant any rights or license to copyrighted content, trademarks, or other intellectual property rights.

DURATION AND NATURE OF THE OFFER

Tourist service offers are valid and purchasable for as long as they are displayed on the Website and may vary in real time in terms of availability, price, and fare rules.

To confirm the selection in the cart, during the entry of participant names, the system performs an additional check of all selected services and informs the User of any variations in availability and/or price compared to what was previously displayed in the cart, before proceeding with the purchase.

PRICES, TAXES, AND CURRENCY

Regarding individual tourist services, the price indicated on the Website applies.

The economic conditions and payment methods applicable to the sale of services are published in each offer and explicitly stated in the “booking confirmation.”

The price may vary depending on the period, number of participants, and selected services.

Prices, availability, and fare rules applicable to tourist services may change even during the User’s purchasing process if suppliers or carriers adjust prices between the booking request and the actual payment.

Descriptions on the Website specify the services included in the price and any special conditions applied to those services.

Insurance policies included or optionally purchasable are subject to the terms set by the respective insurance company, referenced by the policy included or optionally purchased by the customer via the Agency, also through MDESTINATIONS.

All prices are expressed in Euros unless otherwise stated.

Prices, rates, taxes, fees, or contributions are subject to availability and validity.

PROCEDURE FOR CONCLUDING SERVICES AND ACCEPTANCE OF BOOKING

To finalize the purchase of one or more tourist services, the User must follow the following procedure:

- **Search:** Initiate one or more searches based on a travel idea or using the available search engines, completing all required fields. Users may save searches as “travel ideas,” noting that no service included in a saved travel idea is optioned.
- **Selection and Booking:** Choose from the available results, including the price, and, after registration, complete the booking by entering participant names and any mandatory data required.
- **Price Verification:** Before confirming and proceeding to payment, review any price changes indicated during the entry of names. Users may recall previously saved travel ideas to verify availability, costs, and applicable fare rules of the included services,

modify and re-quote the travel idea, and proceed with purchase after re-quoting and verifying service availability.

- **Acceptance of Conditions:** Confirm reading and acceptance of the general terms and conditions by selecting the appropriate checkbox. Acceptance constitutes a final and irrevocable booking, without prejudice to cancellation and modification rights provided.
- **Payment:** If requested, proceed with payment by clicking the “pay” or similar button, paying the non-refundable deposit or balance.
- **Balance Payment:** Make the balance payment within the terms indicated on the summary page.
- **Correction of Errors:** Any errors detected after order confirmation and related correction costs are entirely the responsibility of the User. The User must promptly notify MANGIA’S of any changes to the data.

A booking made autonomously on the Website is considered accepted and confirmed only if the User receives a booking confirmation via email or directly online, with the related booking number from MDESTINATIONS.

It is essential that the User verify receipt of confirmation for all booked services. In case of anomalies, including partial confirmation of selected services, the User must contact customer service.

Some suppliers may require the consumer/traveler’s email address, phone number, or additional data during booking.

Service providers requiring consumer/traveler contact details reserve the right to communicate directly only the information strictly related to the booked service.

PAYMENT AND INVOICING

Payments can be made by the User only on the Website via:

- Stripe portal (as indicated in the FAQs);
- Credit card or rechargeable prepaid card from the circuits indicated on the payment page at the end of the booking process.

To make payment, the User must enter credit card details, which will be handled in compliance with Regulation (EU) No. 2016/679. The data will be managed directly by the financial institution as the independent data controller.

Upon purchase completion, a booking confirmation email will be sent to the User’s provided email address.

For non-refundable services, immediate full payment is required.

For refundable services, payment is due within the term indicated by the system on the summary page.

If the summary includes both non-refundable and refundable services, the non-refundable deposit will be charged at the time of booking.

The amount and balance payment deadline are always specified during the booking process.

The User is solely responsible for the chosen payment method, which can only be one of those offered on the Website.

If, after completing the order, the User notices an error in the selected payment method, MANGIA'S cannot be held responsible and will not be obliged to refund any amount, in whole or in part.

The User guarantees that they are fully authorized to use the credit card or other payment method permitted by the Website and that the chosen method has sufficient funds to cover all costs of the requested transactions.

Invoices are issued and sent electronically to the User by the 15th of the month following payment.

LIABILITY AND EXCLUSIONS

MANGIA'S carefully selects suppliers to ensure high-quality standards for the services offered.

MANGIA'S cannot be held liable for failure or incorrect execution of a service and/or activity if caused by:

- User errors or actions;
- Force majeure or unforeseeable events;
- Third parties unrelated to the provision of services under the contract.

MANGIA'S liability is limited exclusively to the services it provides.

For services intermediated by MANGIA'S, the responsibility for correct delivery lies solely with the Suppliers.

MANGIA'S aims to provide realistic representations of services via photos and illustrations from Suppliers, although these are purely illustrative and may not accurately reflect conditions at the time of booking.

MANGIA'S guarantees the mediation services offered through the Website without assuming direct responsibility for non-compliance by individual Suppliers or for material, personal, or

moral damages suffered by the passenger, including loss, damage, theft, accidents, illness, or death.

In such cases, Users may file claims directly with the Supplier providing the non-compliant service.

While MANGIA'S strives to maintain high accuracy and professionalism in managing content, complete accuracy cannot be guaranteed.

The Website does not endorse or recommend products, services, facilities, or transportation means offered by Suppliers.

Booking terms apply exclusively to the relationship between the User and the Supplier, who is solely responsible for the quality and compliance of the travel experience.

Purchases via MDESTINATIONS are not subject to the provisions of Articles 32 et seq. of the Consumer Code, as each service is purchased by the Consumer/Traveler directly from individual suppliers via the User (Travel Agency) and therefore does not constitute a package tour because:

- Services are concluded under separate contracts with individual suppliers;
- Sale prices are not determined in a lump-sum manner; the Consumer/Traveler pays individually for each service contract;
- Each supplier is responsible for their individual contract with the Consumer/Traveler.

MANGIA'S is not liable for discrepancies regarding air, sea, or road transport, accommodation (hotel or otherwise), or any other product or service listed on the Website, including multimedia content such as videos and photographs.

MODIFICATIONS AND CANCELLATIONS BY THE USER

Suppliers operating on the platform define their own refund and cancellation policies, which are clearly indicated in the terms of sale of each service.

The User must verify these conditions before making a booking.

The User may request modifications to previously confirmed bookings of individual services through MANGIA'S by opening a support ticket or contacting customer service.

In case of a cancellation request, the refund conditions will depend on the specific policies of the Supplier.

Requests for changes to bookings of individual services already confirmed by MDESTINATIONS do not obligate MANGIA'S if they cannot be accommodated and may incur additional costs.

If a service has a non-refundable rate, the User is not entitled to any refund.

For cancellations made within the deadline specified by the Supplier, a full or partial refund may be provided, potentially subject to administrative fees.

BY THE SUPPLIER

The Supplier reserves the right to modify or cancel the service due to force majeure, unforeseen events, or operational needs.

In case of supplier cancellation, the User is entitled to a full refund, except for any alternatives offered by the Supplier (e.g., date change, equivalent service).

The Website is not responsible for cancellations or modifications made by Suppliers but facilitates communication between parties.

Refunds will be processed according to the Supplier's timelines, using the same payment method employed by the User.

Any administrative or banking fees may be deducted from the refund.

The Website does not directly intervene in refund processes, acting only as an intermediary between Users and Suppliers.

REFUND POLICIES

Refund policies for services not provided due to force majeure, unforeseeable events, third-party actions or omissions, or User actions not attributable to MANGIA'S, before or during the trip, will be defined by each operator.

MANGIA'S is not jointly liable for amounts claimed as refunds.

The refund percentage depends on the specific service purchased, applicable rate, and Supplier.

MANGIA'S assumes no responsibility for events such as accidents, strikes, earthquakes, climatic or natural phenomena, security conditions, political factors, visa or entry denial, legal issues of the traveler, health issues, or any other force majeure or unforeseeable events occurring before or during the trip.

In the case of force majeure or unforeseeable events before or during the trip, Suppliers may modify, replace, or cancel itineraries, dates, flights, hotels, and optional services, which are accepted by the traveler at the time of service purchase.

It is recommended to check visa requirements and health prerequisites for travel. In any case, it is the traveler's responsibility to comply with these requirements. If entry is denied due to non-compliance with mandatory requirements at transit points, connections, or destinations, refunds will be subject to Supplier authorization.

Payment methods and deadlines will be communicated in the specific terms of each plan.

MANGIA'S will not, under any circumstances, be responsible for loss, damage, deterioration, or misplacement of such items, as this is the exclusive responsibility of the traveler.

Cancellations and refunds are subject to the policies of hotels and airlines. Some rates may be non-refundable.

The User must verify the specific conditions of the booking before completing it.

RIGHT OF WITHDRAWAL

The User can check on MDESTINATIONS the conditions applicable for exercising the right of withdrawal if they wish to cancel previously confirmed individual services.

In case of withdrawal or cancellations, penalties will apply as specified by each Supplier, which MANGIA'S will charge to the User. No exceptions to the withdrawal fees imposed by Suppliers may be requested without first formally canceling the services. Suppliers are not obliged to grant any exceptions to the withdrawal fees announced at the time of booking.

EMERGENCY SITUATIONS

During emergency situations, before making new bookings, the User must verify if there are any restrictions or prohibitions for the selected period.

In such circumstances, the User is advised to inform the Consumer/Traveler that due to the likely ongoing and unpredictable evolution of the situation, information may change before booking/departure.

If new bookings are made, the User must constantly monitor any changes in restrictions from the booking date to the departure date and, if applicable, inform the Consumer/Traveler.

CUSTOMER ASSISTANCE

The User may use the Customer service for individual services or web packages, reachable via email at info@mdestinations.com or by phone at 091-7434270, Monday to Friday, from 9:00 AM to 6:00 PM.

Customer Service for web services and packages can provide assistance limited to content available on the platform, using the functions provided therein.

INSURANCE POLICIES

If not expressly included in the price, it is advisable to take out insurance at the time of booking covering:

- Cancellation costs, always due except as exceptions provided by the Tourism Code;
- Injuries and/or illnesses, including repatriation costs;
- Loss and/or damage to luggage.

MANGIA'S recommends that the User purchase travel insurance.

If the User purchases travel insurance through the Website, the contract is concluded directly with the Insurance Company, subject to its terms and conditions.

MANGIA'S acts solely as an intermediary and has no responsibility regarding policy management.

APPLICABLE LAW AND JURISDICTION

These General Conditions and the relationship between the User and MANGIA'S are governed by Italian law, pursuant to the Civil Code, the Tourism Code, and the Consumer Code for distance contracts.

The General Conditions are drafted in Italian, and contracts concluded on the Website are considered to be concluded in Italy and governed by Italian Law.

For any disputes, the Court of Palermo shall have exclusive jurisdiction.