

GENERAL TERMS AND CONDITIONS OF SALE OF TOURIST PACKAGES

These general conditions of sale (hereinafter "General Conditions") regulate the offer and sale of Tourist Packages, as defined in the following art. 3, proposed by EXYACHT/LIVE IT.

They constitute, along with the introduction and description of the Tourist Package contained in the brochure (online or printed) that is in the separate travel program, an essential part of the tourist package contract (hereinafter, "Tourist Package Contract") which will be concluded between the Traveler and LIVE IT, with registered office in 41123 Modena, Viale Virgilio 58/C p.iva 03923330249. Any information, communication, complaints regarding sales, purchase orders, products, payments and shipments can be inquired or submitted by contacting LIVE IT Customer Service (hereinafter referred as "Customer Service"), by email at the following address:hello@liveitexperiences.it

The Traveler's right of withdrawal from the Tourist Package Contract is regulated by art. 10 of the General Conditions.

The presentation of the Tourist Packages constitutes an invitation to users to formulate, towards Live it / EXYACHT, a purchase proposal. Such invitations to propose do not have a binding nature for Live it / EXYACHT and, in particular, do not constitute offers to the public pursuant to and for the purposes of the art. 1336 of the Italian Civil Code, remaining, in the full discretion of Live it / EXYACHT, any decision regarding the acceptance of any proposals made by users.

The Traveler will be able to keep a copy of the General Conditions by downloading them in PDF format and archiving them by clicking [HERE](#). To view the PDF file of the General Conditions it is necessary to use the free Adobe Reader (www.adobe.it) or other equivalent PDF - compatible programs.

1. LEGISLATIVE SOURCES

The sale of tourist packages and related tourist services is governed by the Codice del Turismo (articles 32-51 - novies) as amended by d. lgs. 62/2018 implementing EU Directive 2015/2302 and its subsequent amendments, as well as by the provisions of the Codice Civile on transportation and mandate and by the d. lgs 70/2003 on e-commerce, as applicable.

2. DEFINITIONS

For the purposes of these General Conditions:

- a) "Traveler": anyone who intends to conclude a contract, signs a contract or is authorized to sign a package travel contract or related tourist service on behalf of this person; / "Intermediary": a person who, even non-professionally and not for profit, sells or undertakes to procure tourist packages realised.
- b) "Live it / EXYACHT": the legal entity who, as part of its business activity, sells and/or organizes Tourist Package Contracts or Related Tourist Service, also through another person operating in its name or on its behalf, as an organiser, seller, professional who facilitates related tourist services or supplier of tourist services, pursuant to current legislation;
- c) "Durable Support": any tool that allows the Traveler or Live it / EXYACHT to store information that is personally addressed to him/her so that he can be accessible in the future for an appropriate period of time for the purposes for which it is intended and which allows the identical reproduction of the stored information;
- d) "Unavoidable and Extraordinary Circumstances": a situation beyond the control of the party invoking such a situation and whose consequences would not have been avoided even by taking all reasonable measures;

e) "Conformity Defect": a failure to fulfill the tourist services included in a Package; what takes place in a different (and worse) way than agreed or which, sometimes, is not offered to the traveler, as promised.

f) "Minor": person under the age of 18;

g) "Standard Information Form": form attached to these General Conditions pursuant to art. 34 of the Codice del Turismo and subsequent amendments;

h) "Return": the return of the Traveler to the place of departure or to another place agreed by the contracting parties;

i) "Tourist Package": the tourist package proposed by Live it / EXYACHT in accordance with the definition provided in the art. 33 of the Tourism Code and subsequent amendments, summarized below, i.e.: "the combination of at least two different types of tourist services (i.e.: 1. the transport of passengers; 2. accommodation that does not constitute an integral part of passenger transport and is not intended for residential purposes or long-term language courses; 3. eventual rental of cars, other vehicles or motorcycles requiring a category A driving license; 4. any other tourist service that does not constitute an integral part of one of the tourist services mentioned in numbers 1), 2) or 3), and is not a financial or insurance service, nor qualifiable as a "supplementary tourist service") for the purposes of the same trip or holiday, if at least one of the following conditions occurs:

1) these services are combined by a single professional, also at the request of the Traveler or in accordance with the Traveler's selection, before a single contract for all services is concluded;

2) these services, even if concluded under separate contracts with individual tourist service providers, are:

2.1) purchased at a single point of sale and selected before the Traveler agrees to payment;

2.2) offered, sold at a flat or global price;

2.3) advertised or sold under the name "package" or similar name;

2.4) combined after the conclusion of a contract with which the professional allows the Traveler to choose from a selection of different types of tourist services, or purchased from separate professionals through connected online booking processes where the name of the Traveler, payment details and the email address are transmitted by the professional with whom the first contract is concluded to one or more professionals and the contract with the latter or these latter professionals is concluded no later than 24 hours after the confirmation of the booking of the first tourist service";

1) "Linked Tourist Service": at least two different types of tourist services purchased for the purpose of the same trip or the same holiday, which do not constitute a package, and which involve the conclusion of separate contracts with individual tourist service providers, if Live it / EXYACHT facilitates, alternatively: 1) at the time of a single visit or a single contact with its point of sale, the separate selection and separate payment of each Tourist Service by Travelers; 2) the targeted purchase of at least one additional tourist service from another professional when such purchase is concluded within 24 hours of the confirmation of the booking of the first tourist service.

3. SCOPE - PURCHASE

3.1. With the General Conditions, Live it / EXYACHT sells and the Traveler purchases the Tourist Package remotely. The sales contract between Live it / EXYACHT and the Traveler is concluded exclusively through the Internet/remote, through order confirmation by email and the forwarding of an electronic purchase order according to the established procedure.

3.2 The General Conditions may be modified at any time by Live it / EXYACHT and any changes to the General Conditions will come into effect from the moment of their publication in the website. The Traveler is therefore invited to regularly access the Site and check the publication of the most updated General Conditions.

3.3 The modified General Conditions will become an integral part of the new contracts stipulated between Live it / EXYACHT and the Traveler, starting from the first purchase order submitted to Live it / EXYACHT,

3.4 The invitation to propose the purchase of Tourist Packages is addressed to individuals of legal age and, in any case, with the consequence that Live it / EXYACHT reserves the right not to accept purchase orders for products from certain individuals at its own discretion.

3.5 To carry out the purchase, Live it / EXYACHT must receive the order confirmation/purchase intention. The Traveler undertakes to read, before confirming the purchase order, the General Conditions, in particular the pre-contractual information provided by Live it / EXYACHT and to accept them. By confirming the order and proceeding with the payment, the user accepts these General Conditions.

3.7 The Traveler guarantees that personal information provided via email upon Live it / EXYACHT's request are complete and true. In the event that the information provided by the Traveler in the registration procedure is incorrect or incomplete, Live it / EXYACHT will not be liable in any way towards the Traveler in any way or for any reason whatsoever.

3.8 The General Conditions are made up of all the clauses that compose them. If a clause of these General Conditions is considered illegal, void or ineffective, such clause will be considered separable from the other clauses of the General Conditions, without affecting the validity of the remaining General Conditions which will therefore continue in full force and effect.

4. TECHNICAL DATA SHEET AND INFORMATION FOR THE TRAVELER

4.1 By these General Conditions of Sale, Live it / EXYACHT informs the Traveler that the Tourist Package Contract governed by these General Conditions is supported by a guarantee for the refund of the price paid for the purchase of the Tourist Package and the immediate return of the Traveler, in cases of insolvency or bankruptcy in accordance with the provisions of art. 47, paragraph 2 of the Tourism Code. For this purpose, Live it / EXYACHT has taken out a liability insurance policy, the details of which are given below: Lloyd's Insurance Policy no. DY428139-LB ;

4.2 Before the conclusion of the Tourist Package Contract, Live it / EXYACHT will also provide the Traveler with the Standard Information Form and, except as already provided in these General Conditions of Sale, the following information:

a) the main features of the Tourist Services, such as: 1) the destination or destinations of the travel /experience, the itinerary and the periods of stay with related dates and,

if accommodation is included, the number of nights included;

2) the means, characteristics and categories of transportation, places, dates and times of departure and return, duration and location of intermediate stops and connections; if the exact time is not yet established, Live it / EXYACHT will inform the Traveler of the approximate time of departure and return; 3) the location, main characteristics and, where applicable, the tourist category of the accommodation in accordance with the regulations of the country of destination; 4) any meals provided; 5) visits, excursions or other services included in the total agreed price of the package; 6) the Tourist Services provided to the Traveler as a member of a group and, if so, the approximate size of the group; 7) the language in which the services are provided; 8) whether the trip or holiday is suitable for people with reduced mobility and, upon request of the Traveler, precise information on the suitability of the trip or holiday that takes into account the Traveler's needs;

b) business name and geographical address, telephone numbers and e-mail addresses;

c) the total price of the package including taxes and all fees, taxes and other additional costs, including any administrative and processing fees, or, where these cannot reasonably be calculated before the conclusion of the contract, an indication of the type of additional costs that the Traveler may still have to bear;

d) the payment methods, including the possible amount or percentage of the price to be paid as a deposit and the timetable for payment of the balance, or the financial guarantees that the Traveler is required to pay or provide;

e) the minimum number of people required (if exists) for the package and the deadline referred to in article 41, paragraph 5, letter a) of the Codice del turismo and before the start of the package for the possible termination of the contract in case of failure to reach the number;

f) general information concerning passport and visa conditions, including approximate time for obtaining visas, health formalities of the country of destination (if necessary);

g) information about the Traveler's right to withdraw from the contract at any time before the start of the package upon payment of appropriate withdrawal costs or, if applicable, the standard withdrawal costs requested by Live it / EXYACHT;

i) the details of the protection coverage in case of insolvency or bankruptcy as well as the insurance contract for civil liability in favor of the Traveler;

1) if necessary, information on the identity of the operating air carrier, if not known at the time of booking, in accordance with art.11 of EC Reg. 2111/05 (Art. 11, paragraph 2 of EC Reg. 2111/05: "If the identity of the operating air carrier or carriers is not yet known at the time of booking, the air carriage contractor shall ensure that the passenger is informed of the name of the air carrier or carriers which are likely to operate as actual air carriers for the flight or flights concerned. In such a case, the air carriage contractor shall ensure that the passenger is informed of the identity of the actual air carrier or carriers as soon as their identity has been ascertained."

4.3 The Traveler may at any time and in any case before the conclusion of the tourist package contract, take note of the information relating to Live it / EXYACHT, geographical address, telephone number, e-mail address, information that is reported, also below:

EXYACHT of LIVE IT by PI srl

Viale Virgilio 58/C - 41123 Modena

hello@liveitexperiences.it- 059 5963562 -

5. - INFORMATION DIRECTED TO THE CONCLUSION OF THE CONTRACT (ART. 12 D. LGS. 70/2003)
Email Purchase Procedure

1. Request for Information and Quote

- **Initial Contact**: The customer/traveler (or who in its stead) contacts Live it / EXYACHT via email, requesting information about the desired product/service.

- **Sending Quote**: Live it / EXYACHT responds by providing all requested information, including technical details, terms of sale, prices.

2. Order Confirmation

- **Confirmation Request**: After evaluating the quote, the customer/traveler (or who in its stead) sends an email to Live it / EXYACHT confirming the intention to purchase the product/service, specifying the type chosen.

- **Send Order Confirmation**: Live it / EXYACHT responds with an order confirmation email which includes :

- Description of the product/service.

- Quantity (if required)

- Total price, including any taxes

- Sale conditions.

4. Payment

- **Payment Execution**: The customer proceeds with the payment according to the methods indicated in the proforma invoice (e.g., bank transfer).

- **Payment Confirmation**: Once the payment is completed, the customer sends a copy of the payment receipt to Live it / EXYACHT via email.

5. Confirmation of Receipt of Payment and Processing of the Order

- ****Payment Verification**:** Live it / EXYACHT verifies the payment.
- ****Send Confirmation of Receipt of Payment**:** Live it / EXYACHT sends an email to the customer confirming receipt of payment and informing about the start of the order processing procedures.
- ****Order Evasion**:** The seller prepares the service according to the agreed times and methods.

6. Delivery and Closing of the Order

- ****Product/Service Delivery**:** The order is fulfilled according to the agreed terms and times.

- ****Sending Final Invoice**:** Live it / EXYACHT sends the final invoice to the customer via email, if not already done.

- ****Feedback and After-sales Support**:** Live it / EXYACHT remains available for any after-sales support requests or feedback from the customer.

Important Notes

- ****Transparency of Information**:** Live it / EXYACHT must provide the customer with all information in a clear and transparent way, observing the provisions of art. 12 of Legislative Decree 70/2003.

- ****Retention of Communications**:** Both parties should keep all email communications related to the order, as they are evidence of the contractual agreement.

Regulatory Compliance

This procedure observes the provisions of art. 12 of Legislative Decree 70/2003, which requires the seller to provide the consumer with a set of necessary information for the proper conclusion of the contract, including:

- Identity and contact details of the seller.
- Essential features of the good or service.
- Total price, including taxes and fees.
- Payment and delivery methods.
- Existence of the right of withdrawal.

- Minimum duration of the contract, if applicable.

5.1 After receiving the proposal via email, the traveler (or who in its stead) may choose one or more Tourist Packages whose purchase he/she intends to make,

5.2 The languages available to Travelers for the conclusion of the contract are Italian and English.

5.10 Customer Service is able to communicate with users in Italian and English via email.

5.3 The tools for the settlement of any disputes between the Traveler and Live it / EXYACHT are indicated in article 23 of the General Conditions.

6. RESERVATIONS

6.1 Once the Travel Package Contract is concluded or, in any case, as soon as possible, Live it / EXYACHT will provide the Traveler (or who in its stead) with a copy of the contract and/or contract confirmation on paper or, if the Traveler agrees, on another Durable Support.

6.2. Travel documents (e.g., vouchers), when provided, will be delivered to the Traveler (or who in its stead) in due time before departure, and the Traveler must keep and bring them with him/her during the trip in order to benefit from the regularly booked services, together with any other documents (e.g., airline tickets) delivered by Live it / EXYACHT. The Traveler (or who in its stead) is required to verify the accuracy of the data on the mentioned documents and on the travel contract and immediately notify the seller of any errors. The Traveler (or who in its stead) must communicate to Live it / EXYACHT the participants' data exactly as reported on their personal identity documents.

6.3. Any excursions, services or services purchased and paid by Travelers while at the destination are unrelated to the contract. Therefore no responsibility in this regard can be ascribed to Live it / EXYACHT, not even in the event that, as a courtesy, resident staff, companions, guides or local correspondents may take care of their booking.

7. PAYMENTS

7.1. Payment of the price referred to in the art. 8.2 must be carried out according to the following methods agreed in the Order.

The Traveler remains entitled, at his/her discretion, to pay the full price upon confirmation of the Order.

7.2 For bookings after the date indicated as the deadline for making the balance, the entire amount must be paid at the time of signing the purchase proposal.

8. PRICE AND PRICE REVISION

8.1 The price of the Tourist Package is established in the contract, with reference to what is indicated on the presentation/ proposal of Live it/ EXYACHT. It may be modified, increased or decreased, only as a consequence of variations in: - price of passenger transport depending on the cost of fuel or other energy sources; - the level of fees and taxes on tourist services included in the contract imposed by third parties not directly involved in the execution of the package, including landing, disembarkation or embarkation taxes at ports and airports; - exchange rates relevant to the package in question. A price increase is only possible after previous communication on a durable medium by Live it / EXYACHT to the Traveler together with the justification of such

increase and calculation methods, at least 20 (twenty) days before the start of the package. If the price increase exceeds 8% of the total price of the package, the following point 8.2 applies. In the event of a price decrease, Live it / EXYACHT has the right to deduct the administrative and management costs of the actual procedures from the refund due to the Traveler, of which it is required to provide proof upon the Traveler's request.

8.2. The price consists of: a) registration fee or practice management fee; b) participation fee: expressed in the brochure or in the package quote provided by the seller to the Traveler; c) cost of any insurance policies against the risks of cancellation, withdrawal and/or medical expenses or other required services; d) cost of any visas and entry and exit taxes from the holiday destination countries; e) airport charges and taxes.

9. MODIFICATION, WITHDRAWAL OF EXYACHT / LIVE IT OR CANCELLATION OF THE TOURIST PACKAGE BEFORE DEPARTURE

9.1. Before the start of the execution of the Tourist Package Contract, Live it / EXYACHT may unilaterally modify the conditions of the contract other than the price, as long as such changes are minor, by notifying the Traveler.

9.2. If, before the start of the execution of the Tourist Package Contract, Live it / EXYACHT is forced to significantly modify one or more of the main features of the Tourist Services or cannot meet the specific requests previously accepted and expressly stated in the contract or proposes to increase the price of the package by more than 8%, the Traveler, within a reasonable period specified by the organizer at the same time as the notification of modification, can accept the proposed change or withdraw from the contract without paying withdrawal fees.

In case of withdrawal, Live it / EXYACHT may offer the Traveler a replacement package of equivalent or higher quality. The notice of change informs the Traveler of the proposed changes, their impact on the price of the package, the deadline within which the Traveler is required to inform Live it / EXYACHT of his/her decision and the consequences of the Traveler's failure to respond within that period as well as any replacement package offered and its price.

9.3. If the changes to the Travel Package Contract or the replacement package results in a package of lower quality or cost, the Traveler is entitled to an appropriate price reduction.

9.4. In case of withdrawal from the Tourist Package Contract pursuant to the previous paragraph, if the Traveler does not accept a replacement package, Live it / EXYACHT shall refund without unjustified delay and in any case within 14 (fourteen) days of the withdrawal from the contract all payments made by or on behalf of the Traveler and the provisions of the art. apply. 43, paragraphs 2, 3, 4, 5, 6, 7, 8 Tourism Code shall apply.

9.5. Live it / EXYACHT may withdraw from the Tourist Package Contract and offer the Traveler a full refund of the payments made for the package, but is not required to pay additional compensation if: a) the number of people registered for the package is lower than the minimum required by the contract and Live it / EXYACHT communicates the withdrawal from the contract to the Traveler within the deadline set in the contract and in any case no later than 20 (twenty) days before the start of the package in the case of trips lasting more than 6 (six) days, 7 (seven) days before the start of the package in the case of trips lasting between 2 (two) and 6 (six) days, 48 (forty-eight) hours before the start of the package in the case of trips lasting less than 2 (two) days;

b) Live it / EXYACHT is unable to execute the contract due to Unavoidable and Extraordinary Circumstances and notifies the Traveler of its withdrawal from the contract without unjustified delay before the start of the execution of the Tourist Package Contract.

10. WITHDRAWAL OF THE TRAVELER

10.1. The Traveler may withdraw from the contract at any time before the start of the execution of the Tourist Package Contract upon payment of the standard withdrawal fees (cancellation penalties) provided by Live it / EXYACHT, which depend on the chosen destination and the time at which the Traveler withdraws from the departure date. In the absence of specification of the standard cancellation fees, the amount of the withdrawal costs corresponds to the price of the package minus the cost savings and income resulting from the reallocation of the Tourist Services

10.2. The Traveler may subscribe to insurance policies to cover the above-mentioned costs of unilateral withdrawal by the Traveler or support costs, including return, in case of injury, illness or death. Depending on the package chosen, Live it / EXYACHT informs the Traveler about the optional or mandatory subscription of such insurances.

10.3. Withdrawal fees are not due for the cases provided for in the previous art. 10.2 above. In the event of Unavoidable and Extraordinary Circumstances occurring at the destination or in its immediate proximity and which have a substantial impact on the execution of the package or on the transportation of passengers to the destination, the Traveler has the right to withdraw from the contract, before start of the package, without paying withdrawal costs, and to a full refund of payments made for the package, but is not entitled to additional compensation.

10.4. In the case of contracts negotiated outside the commercial premises (as defined by art. 45 c.1 letter h) consumer code), the Traveler has the right to withdraw from the Tourist Package Sales Contract within a period of 5 (five) days from the date of conclusion of the contract or from the date on which he/she receives the contractual conditions and preliminary information if later, without penalties and without providing any reason.

11. CHANGES AFTER DEPARTURE

11.1. If, due to unforeseen circumstances beyond Live it / EXYACHT's control, it is impossible to provide, during the execution of the contract, a substantial part, in terms of value or quality, of the combination of Tourist Services agreed in the Tourist Package Contract, Live it / EXYACHT shall offer, without extra charge to the Traveler, suitable alternative solutions of a quality, where possible equivalent or higher, than those specified in the contract, so that the performance of the package can continue, including the eventuality that the Traveler's return to the place of departure is not provided as agreed. If the proposed alternative solutions result in a package of lower quality than that specified in the Tourist Package Contract, Live it / EXYACHT shall grant the Traveler an appropriate price reduction.

11.2. The Traveler may reject the proposed alternative solutions only if they are not comparable to what was agreed in the Tourist Package Contract or if the price reduction granted is inadequate.

11.3. If it is impossible to arrange alternative solutions or the Traveler rejects the proposed alternative solutions, compliant with what is stated in the art. 11.1, the Traveler is entitled to a price reduction. In case of non-compliance with the obligation to offer, the following article 15.5 applies.

11.4. Where, due to unforeseen circumstances beyond Live it / EXYACHT's control, it is impossible to ensure the return of the Traveler as agreed in the Tourist Package Contract, articles 15.6 and 15.7 shall apply.

12. SUBSTITUTIONS AND ASSIGNMENT OF THE CONTRACT TO ANOTHER TRAVELER 12.1

The Traveler may have another person replace him/herself provided that:

to) Live it / EXYACHT is informed no later than 7 (seven) days before the start of the

execution of the Tourist Package Contract; b) the person to whom it intends to assign the contract meets all the conditions for the use of the service and in particular the requirements for passport, visas and health certificates; c) the same services or other replacement services can be provided following the substitution; d) all administrative and practice management costs to proceed with the substitution are paid to Live it / EXYACHT, to the extent that will be quantified before the transfer, providing, upon request of the assignor, proof regarding duties, taxes or other additional costs resulting from the transfer.

12.2. The transferor and transferee of the Tourist Package Contract are severally responsible for the payment of the balance of the price and any additional fees, taxes and other costs, including any administrative and processing costs, resulting from such transfer.

12.3. Pursuant art. 944 of the Navigation Code and subsequent amendments, substitution will be possible only with the consent of the carrier.

12.4 If the Traveler requests the change of an element and/or Tourist Service of an already confirmed practice and provided that the request does not constitute a contractual novation and provided that its implementation is possible, he/she must correspond to Live it / EXYACHT the administrative and practice management costs and the expenses resulting from the change itself, with the consequent charge to the Traveler of an additional fee called "Case Change Expenses" corresponding to Euro 80.00 (eighty/00) per change.

13. TRAVELERS' DUTIES

13.1. During the negotiations and in any case before the conclusion of the contract, if necessary, Italian citizens are provided with general information regarding passports and visa conditions, including approximate times for obtaining visas and health formalities of the Destination Country.

13.2. For regulations regarding the expatriation of Italian minors, please refer expressly to what is indicated on the State Police website. However, it should be noted that minors must be in possession of an individual document valid for expatriation (passport, or for EU countries, identity card valid for expatriation with indication of parents' names). Minors under the age of 14 and minors for whom authorization issued by the Judicial Authority is required, the requirements indicated on the State Police website <http://www.poliziadistato.it/article/191/> must be followed.

13.3. Foreign citizens must be in possession of an individual passport and eventual entry visa and will be able to find the necessary and updated information through their diplomatic representations located in Italy and/or the respective official government information channels.

13.4 Travelers shall, before departure, check with the competent authorities (for Italian citizens the local Police Headquarters or the Ministry of Foreign Affairs via the website www.viaggiaresicuri.it or the Telephone Operations Center at number 06.491115) that their documents are in compliance with the instructions provided and to adjust in due time before the start of the package. In the absence of such verification, no responsibility for the non-departure of one or more travelers can be attributed to EXYACHT / LIVE IT.

13.5 Travelers must in all cases inform Live it / EXYACHT of their citizenship before the booking request and, at the time of departure, they must ensure that they are in possession of vaccination certificates, individual passports and any other document valid for all the countries involved in the itinerary, as well as residence and transit visas and any health certificates that may be required.

13.6. Furthermore, in order to evaluate the socio\political, health security situation and any other useful information relating to the countries and places of destination and

in their immediate proximity and, therefore, the objective usability of the services purchased or to be purchased and the possible substantial impact on the execution of the package, the Traveler will have the burden of obtaining the official information of a general nature from the Ministry of Foreign Affairs, and disclosed through the institutional website of Farnesina www.viaggiaresicuri.it. The above information cannot be contained in Live it / EXYACHT's online or paper brochures, since they contain descriptive information of a general nature and not information subject to change by official authorities. The updated information must therefore be assumed by travelers by viewing all the information on the website of the Ministry of Foreign Affairs (tabs "Countries", "health while traveling" and "warnings"). The Traveler is required based on the principle of diligence of the good father of the family to verify the accuracy of his personal documents and of any Minors, as well as to provide himself with valid documents for expatriation according to the rules of his own State and the conventions that regulate the matter. The Traveler must complete the relevant formalities also considering that EXYACHT / LIVE IT has no obligation to provide visas or documents.

13.7. If on the booking date the chosen destination is found, by institutional information channels, to be a location subject to "discouragement" or "warning" for safety reasons, the Traveler who subsequently exercises the right of withdrawal will not be able to invoke, for the purposes of exemption or reduction of the request for compensation for the withdrawal made, the disappearance of the contractual cause connected to the security conditions of the country.

13.8. Travelers must also comply with the observance of rules of normal prudence and diligence and with the specific ones in force in the travel destination countries, with all the information provided to them by Live it / EXYACHT, as well as regulations, administrative or legislative provisions relating to the tourist package. Tourists will be held accountable for all damages that Live it / EXYACHT may also suffer due to failure to comply with the obligations indicated above, including the necessary expenses for their repatriation. Furthermore, Live it / EXYACHT may require the Traveler to pay a reasonable cost for the assistance provided to him/her, if the problem is intentionally caused by the Traveler or through his/her fault, within the limits of the expenses incurred.

13.9. The Traveler is required to provide Live it / EXYACHT with all documents, information and elements in its possession that are useful for the exercise of the right of recourse against the subjects who have caused or contributed to the occurrence of the circumstances or event from which the indemnity, price reduction derived, compensation or other obligations in question as well as those required to provide assistance and accommodation services pursuant to other provisions, in the event that the Traveler cannot return to the place of departure, as well as for the exercise of the right of subrogation against third parties responsible for the damage and is liable to Live it / EXYACHT for the prejudice caused to the right of subrogation.

13.10. The Traveler must always promptly notify Live it / EXYACHT of any defects of conformity found during the execution of the package, as indicated in the following article 14.

14. HOTEL CLASSIFICATION - (if applicable)

The official classification of hotel facilities, where relevant to the contract concluded, is provided in the brochure or in other information material only according to the express and formal indications of the competent authorities of the country in which the service is provided. In the absence of official classifications recognized by the competent Public Authorities of the EU member countries to which the service refers, or in the case of structures marketed as "Tourist Village", Live it / EXYACHT reserves the right to provide its own description of the accommodation facility in the catalog or brochure, such as to allow an evaluation and consequent acceptance of the same by the Traveler.

15. ORGANIZER'S RESPONSIBILITY FOR INACCURATE EXECUTION OF THE PACKAGE

15.1 Pursuant to art. 42 Tourism Code, Live it / EXYACHT, as the organizer, is responsible for the execution of all the Tourist Services under the Tourist Package Contract, regardless of whether such Tourist Services are to be provided Live it / EXYACHT itself, by its auxiliaries or representatives when acting in the performance of their duties, by third parties whose work it uses or by other suppliers of Tourist Services, pursuant to art. 1228 of the Civil Code.

15.2. The Traveller, pursuant to art. 1175 and 1375 cc, informs Live it / EXYACHT promptly, taking into account the circumstances of the case, of any lack of conformity detected during the performance of a Tourist Service provided in the Tourist Package Contract.

15.3. If one of the Tourist Services is not performed as agreed in the Tourist Package Contract, Live it / EXYACHT shall remedy the lack of conformity, unless this is impossible or excessively onerous, taking into account the extent of the lack of conformity and the value of the Tourist Services affected by the defect. If Live it / EXYACHT does not remedy the defect, Article 16 shall apply.

15.4. Without prejudice to the exceptions referred to in the previous paragraph, if Live it / EXYACHT does not remedy the lack of conformity within a reasonable period set by the Traveler in relation to the duration and characteristics of the package, with the complaint made promptly pursuant to art. 15.2, the Traveler can personally remedy the defect himself/herself and request refund of the necessary expenses, provided that they are reasonable and documented; if Live it / EXYACHT refuses to remedy the lack of conformity or if it is necessary to remedy it immediately, the Traveler does not need to specify a deadline.

15.5. If a lack of conformity, pursuant to art. 1455 of the Civil Code, constitutes a non-compliance of no small importance of the Tourist Services included in a package and Live it / EXYACHT has not remedied it within a reasonable period established by the Traveler in relation to the duration and characteristics of the package, with the complaint made pursuant to art. 15.2, the Traveler may, without charge, terminate the Tourist Package Contract by right and with immediate effect or, if necessary, request, pursuant to the following art. 16 a reduction in the price, without prejudice to any compensation for damages. In case of termination of the contract, if the package included the passengers transportation, Live it / EXYACHT shall also arrange for the return of the Traveler with equivalent transport without unjustified delay and without additional costs for the Traveler.

15.6. Where it is impossible to ensure the return of the Traveler, Live it / EXYACHT shall bear the costs of the necessary accommodation, where possible of an equivalent category to what was provided for in the contract, for a period not exceeding 3 (three) nights per Traveler or for the longest period possibly provided for by the European Union legislation on passengers rights, applicable to the relevant means of transport.

15.7. The costs limitation referred to in the previous paragraph 15.6 does not apply to people with reduced mobility, defined by the art. 2, par. 1, letter. a), of Reg. (EC) n. 1107/2006, and their companions, pregnant women, unaccompanied minors and people in need of specific medical assistance, provided that Live it / EXYACHT have received notice of their special needs at least 48 (forty-eight) hours before the start of the execution of the Tourist Package Contract.

16. PRICE REDUCTION AND COMPENSATION FOR DAMAGES

16.1. The Traveler is entitled to an appropriate price reduction for the period during which there was a lack of conformity, unless Live it / EXYACHT proves that such lack of conformity is attributable to the Traveler.

16.2. The Traveler has the right to receive from Live it / EXYACHT appropriate compensation for any damage he/she may have suffered as a result of a lack of conformity.

16.3 The Traveler is not entitled to compensation for damages if Live it / EXYACHT proves that the lack of conformity is attributable to the Traveler or a third party unrelated to the provision of the Tourist Services included in the Tourist Package Contract and is unforeseeable or inevitable or is due to unavoidable and extraordinary circumstances.

16.4. Live it / EXYACHT shall be subject to the limitations provided for by the international conventions binding Italy or the EU, relating to the extent of compensation or the conditions under which it is payable by a supplier providing a Tourist Service included in a package.

16.5. This contract expressly provides for the limitation of compensation payable by Live it / EXYACHT, except for personal injuries or damage caused intentionally or by negligence.

16.6. Compensation or price reduction granted pursuant the Tourism Code and compensation or price reduction granted pursuant to other applicable EU regulations and international conventions must be deducted from each other.

17. DUTY OF ASSISTANCE

17.1 Live it / EXYACHT shall provide appropriate assistance without delay to the Traveler who is in difficulty even in the circumstances referred to in point 15.7, in particular by providing appropriate information regarding health services, local authorities and consular assistance and assisting the Traveler in carrying out remote communications and helping the Traveler to find Alternative Tourist Services.

17.2 Live it / EXYACHT will charge the Traveler for the expenses actually incurred in relation to the assistance referred to in the previous point 17.1, if the problem is caused intentionally by the Traveler or through his/her fault.

17.3 The Traveler shall address to Live it / EXYACHT messages, requests or complaints relating to the execution of the Tourist Package Contract.

18. INSURANCE AGAINST CANCELLATION AND REPATRIATION COSTS

The Traveler can take out insurance policies at the time of booking to cover withdrawal costs (always due except for the specific exceptions provided for in the Codice del Turismo) referred to in art. 10, as well as those resulting from accidents and/or illnesses which also cover repatriation costs and for loss and/or damage to luggage. The rights arising from the insurance contracts must be exercised by the Traveler directly against the contracting insurance companies, under the conditions and in the manner provided in the policies themselves, paying attention, in particular, to the timing for the opening of the claim, deductibles, limitations and exclusions. The insurance contract in place between the Traveler and the insurance company has the force of law between the parties and exerts its effects between the Traveler and the insurance company pursuant to art. 1905 cc

Travelers, at the time of booking, must notify Live it / EXYACHT of any specific needs or problems for which it would be necessary and/or appropriate to issue policies other than those proposed by the same Live it / EXYACHT or included in the package price.

19. GUARANTEES TO THE TRAVELER

19.1. Live it / EXYACHT is insured for civil liability in favor of the Traveler for compensation for damages resulting from the violation of the obligations assumed in the Tourist Package Contract.

19.2 Live it / EXYACHT, in cases of insolvency and bankruptcy, also guarantees, without delay at the request of the Traveler, the refund of the price paid for the purchase of

the package and the immediate return of the Traveler in the event that the package includes the transport of the Traveler, as well as, if necessary, the payment of food and accommodation before the return. As an alternative to refunding the price or immediate return, the Traveler may be offered to continue the package in the manner referred to in articles 40 and 42 of the Tourism Code.

19.3 The same guarantees are provided by professionals who facilitate Connected Tourist Services for the refund of all payments they receive from travelers, to the extent that a tourist service that is part of a Connected Tourist Service is not carried out due to the professionals' state of insolvency or bankruptcy.

20. INDIVIDUAL TOURIST SERVICES AND RELATED TOURIST SERVICES

20.1 Contracts having as their object the offer of a transportation service only, a stay service only, or any other separate tourist service, cannot be configured as a contractual case of travel organization or tourist package, they do not enjoy the protections provided by the Tourism Code and the contractual conditions of the individual supplier will apply. The responsibility for the proper fulfillment of the contract lies with the service provider.

20.2 In the case of booking Related Tourist Services, the Traveler has protection aimed at refunding payments received for services not provided due to the insolvency of the professional who collected the amounts paid by the Traveler. This protection does not provide any refund in the event of insolvency of the relevant service provider.

ART. 21 MANDATORY COMMUNICATION PURSUANT ARTICLE 17 OF LAW N° 38/2006.

Italian law punishes with imprisonment ,crimes involving prostitution and child pornography, even if committed abroad.

ART. 22 PRIVACY

Live it / EXYACHT informs the Traveler that the processing of his/her personal data, provided in relation to the purchase of the Tourist Package, will take place in compliance with EU Regulation 2016/679 and according to the methods set out in the privacy policy which can be viewed at the following link

<https://www.liveitexperiences.it/privacy>

ART. 23 APPLICABLE LAW - COMPETENT COURT

23.1 Contracts concluded between Live it / EXYACHT and the Traveler in relation to the purchase of the Tourist Packages proposed are governed by Italian law with the exclusion of the application of its principles regarding applicable conflict of applicable law and with the express exclusion of the Vienna Convention on the sale of movable goods. The contracts concluded between Live it / EXYACHT and the Traveler in relation to the purchase of the Tourist Packages presented are governed, in particular, by the provisions of the Consumer Code (Legislative Decree 206/2005 and subsequent amendments and additions) and the provisions of d.lgs No. 70/2003 on electronic commerce, as well as, to the extent applicable, the provisions of the Tourism Code (Legislative Decree 79/2011 and subsequent amendments and additions).

23.2 Travelers residing in other states belonging to the European Union can take advantage of any more favorable provisions provided by the law of the country in which the Traveler has his or her habitual residence.

Any dispute relating to the application, execution, interpretation of these General Conditions of Sale shall be settled by the Court of the place where the user resides or has elected domicile, if located in the territory of the Italian State.

23.3 In any case, Live it / EXYACHT will provide the Traveler with information regarding

any existing complaint handling procedures and Alternative Dispute Resolution (ADR) mechanisms, pursuant to Legislative Decree No. 206 of September 6, 2005, and, if any, the ADR body by which the practitioner is regulated and the online dispute resolution platform pursuant to Regulation (EU) No. 524/2013.

The clauses of the General Conditions which need to be specifically approved in writing pursuant to articles 1341 and 1342 of the Italian Civil Code and the Consumer Code are the following clauses: 8 (price and price revision), 9 (modification, withdrawal of Live it / EXYACHTor cancellation of the tourist package before departure), 10 (withdrawal of the traveler), 11 (changes after departure), 12 (substitution and assignment of the contract to another traveler), 13 (obligations of travelers), 15 (liability of the organizer for incorrect execution of the package), 16 (price reduction and compensation for damages), 17 (obligation of assistance), 18 (insurance against cancellation and repatriation costs), 19 (traveler's guarantees), 20 (individual tourist services and related tourist services), 23 (applicable law and competent court) which the Traveler declares and guarantees to know perfectly.

ANNEX 1

STANDARD INFORMATION FORM FOR PACKAGE TRAVEL CONTRACTS

The combination of travel services offered to you constitutes a package travel under Directive (EU) 2015/2302. Therefore, the customer will benefit from all EU rights applicable to such packages. LIVE IT will be fully responsible for the proper performance of the package as a whole. Furthermore, as required by law, Mapo Tapo s.r.l. has protection in place to refund payments made and, if transport is included in the package, to ensure repatriation in case of insolvency.

By following the link, travelers will receive the following information:

Key Rights Under Directive (EU) 2015/2302

- Travelers will receive all essential information about the package before concluding the package travel contract.
- There is always at least one operator responsible for the proper performance of all travel services included in the contract.
- Travelers must be provided with an emergency phone number or contact details to reach the organizer or travel agent.
- The traveler may transfer the package to another person with reasonable notice and possibly at additional cost.
- The package price may only be increased in the event of specific cost increases (e.g., fuel prices) and if expressly provided for in the contract, but no later than 20 days before the package starts. If the price increase exceeds 8% of the package price, the traveler may terminate the contract. If the organizer reserves the right to increase the price, the traveler is entitled to a price reduction in the event of a decrease in relevant costs.
- Travelers may terminate the contract without paying termination fees and obtain a full refund of payments if any of the essential elements of the package, other than the price, are significantly changed. If the organizer cancels the package before it starts, travelers are entitled to a refund and, where appropriate, compensation.
- In exceptional circumstances, travelers may terminate the contract without paying termination fees before the package starts, for instance, if there are serious security problems at the destination that are likely to affect the package. Travelers may also terminate the contract at any time before the package starts upon payment of appropriate and justifiable termination fees.
- If, after the package starts, significant elements of the package cannot be provided as agreed, suitable alternative arrangements will be offered to the traveler at no additional cost. The traveler may terminate the contract without paying termination fees if the services are not performed as agreed, and this substantially affects the performance of the package and the organizer fails to remedy the problem.
- Travelers are also entitled to a price reduction and/or compensation for damages in case of non-performance or improper performance of the travel services.
- The organizer is obliged to provide assistance if the traveler is in difficulty.
- In the event of the organizer's insolvency or, in some Member States, the retailer's insolvency, payments will be refunded. If the organizer or, where applicable, the retailer becomes insolvent after the package has started and transport is included in the package, travelers will be repatriated.
- LIVE IT has taken out insolvency protection with the FONDO GARANZIA VIAGGI - Garanzia Viaggi S.r.l. - Via Nazionale 60 - Roma, c.f. e p.i. 13932101002, 00184 certificate No. A/70.632/6/2024 Travelers may contact this entity or, where applicable, the competent authority if services are denied due to LIVE IT's insolvency.