

Terms of Conditions and Terms of Service - Pheax Travel

Preamble

This website is operated by Pheax Travel. Pheax Travel offers this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here and on your contract. The Terms of Service apply only to our electronic store and do not apply to the orders and transactions made in our physical store, but may be viewed in accordance to that of our physical store. For more information regarding orders and transactions in our physical store please contact us.

By visiting our site and/ or purchasing a service from us, you engage and agree to be bound by the following Terms, including those additional terms and conditions and policies referenced herein and/or available. These Terms apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Please read these Terms carefully in accordance with our Privacy Policy and the Terms of Your Contract. By accessing or using any part of the site, you agree to be bound by these Terms. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms are considered an offer, acceptance is expressly limited to these Terms, but may be viewed in accordance to that of our physical store and your contract.

Any new features or tools which are added to the current store shall also be subject to these Terms. We reserve the right to update, change or replace any part of these Terms by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

ARTICLE 1 – Online Terms

By agreeing to these Terms, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site.

You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

You must not transmit any viruses or any code of a destructive nature. For more detail please read Article 10.

When you register with us, you create a user account on the website of TrekkSoft and provide the necessary information during the reservation process (full name, telephone, e-mail etc.) for the final confirmation of the reservation. You are responsible for the confidentiality of the private password and can change it any time he/she wishes. You can deactivate the user account on the website of Pheax Travel anytime. To browse the information pages of Pheax Travel, the visitor/user is required to register at Pheax Travel, who agrees to:

- a) provide true, accurate, valid and complete information about the information requested in the relevant requests for access to its contents and
- b) maintain and diligently update his/her registration information so that it is kept true, accurate, valid, updated and complete. This information is confidential and under no circumstances is it given to third parties. The owner of this page bears no responsibility for the leakage of confidential information in case of (digital) hacking of this page or its database.

A breach or violation of any of the Terms will result in an immediate termination of your Services.

ARTICLE 2 – General Terms

We reserve the right to refuse service to anyone for any reason at any time. You understand that your content (including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks;

and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

ARTICLE 3 – Accuracy of Information

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

ARTICLE 4 – Prices & Services

The price for all the activities is per person. The price of the ticket does not include either the client's personal expenses or the tip for the driver, trip-attendant or guide. Prices for our products are subject to change without notice.

We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

Pheax Travel does not provide services to minors (<18 years old) without adult supervision. The coaches of Pheax Travel do not provide child safety seats.

The payment is processed through the website of Pheax Travel with debit/credit card. The price for all the activities is per person. The price of the ticket does not include either the client's personal expenses or the tip for the driver, trip-attendant or guide. The price is subject to change without notification.

ARTICLE 5 –Returns, Swaps & Refunds that don't include Suppliers (hotel/airline)

If you change your booking

Where your requested change is permitted and possible, our standard service charges may apply, in addition to any additional Supplier charges. The change of the excursion date is accepted if there is availability on the new date, and can take place either online or by e-mail until 48 hours before the departure time of the bus. No additional charge will be applied, except for the difference in price that the new trip may have. If the customer chooses a trip with a cheaper rate, he/she is not entitled to a refund of the remaining amount. Please contact our company to inquire about changes and for details on how to request changes. Please note that all booking changes are subject to availability and the terms and conditions of the product/service purchased.

If you cancel your reservation

Cancellation of the reservation can be made for free 24 hours before the start of the tour. Otherwise, the cost of the tour is non-refundable.

If your ticket is lost or stolen

If a ticket is lost or stolen, the customer should call the office of Pheax Travel or send an e-mail, in order to give details and get a new voucher.

If a ticket is lost or stolen just before the departure of the means of transport, the customer should give to the trip attendant his/her data, so that he/she can confirm the reservation and allow him/her the entrance.

All services marked non refundable are non-cancellable and non-refundable and are not subject to change.

Commissions

All bookings from our office include the commission charged by our company for the services it provides (eg air/ferry/hotel booking etc.). Supplies are non-refundable. We do not warrant that the quality of any products, information or other services purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

If you are entitled to a refund, this is done to your bank account within 4–5 business days.

ARTICLE 6 – Billing, Refund & Return Costs

Pre-booking/Prepayment and Payment that include Suppliers

Any pre-booking/deposit/advance payment made by you is non-refundable. The advance payment allows us to pre-book for you but does not guarantee the final price if the payment deadline is ignored by you. The price can only be guaranteed once we have received full payment/disbursement within the deadline. We will inform you each time of the date that full payment is required before accepting the pre-booking. By providing your payment details, you authorize us to make the payment arrangements with the respective Suppliers.

Please contact our company to inquire about changes and for details on how to request changes. Please note that all booking changes are subject to availability and the terms and conditions of the product/service purchased.

Changes to name details are not allowed by many airlines and other Suppliers. Although we will endeavor to make such a change if necessary, please note that most airlines and Suppliers treat a name change as a cancellation, for which standard terms and charges apply.

If you plan not to fly at all, please contact the airline as soon as possible or our office to discuss your options. If you do not check in to confirm the reservation, the airline may record you as an "absentee" and your entire flight itinerary may be canceled or your ticket may be cancelled.

Reservations - Confirmations - Receipts

Our general practice is to send all documents to our clients electronically. However we reserve the right to charge a fee if you make a verbal or written request to send such documents in hard copy. Customers who have made the purchase through the website, have the possibility to view or save the service receipt directly.

Cancellations and changes that include Suppliers

Refunds will only be paid to you after we receive the money from the Supplier(s). In general, airline tickets are non-refundable as well as hotel rooms marked non-refundable. We are not responsible for the Supplier's (eg airline, hotel) failure or refusal to issue a refund in case of cancellations. The terms of use of the services provided by the Suppliers (airlines/hotels etc.) allow them to cancel or modify the reservations. Our office is obliged to ensure that you are promptly informed of any material changes once we become aware of such a change prior to your departure, but we accept no responsibility for any changes or costs that may arise. Subject to the Supplier's (hotel / airline) terms and conditions, you will then have the option to accept the change of arrangements, accept an offer of alternative travel arrangements or cancel your bookings and receive any applicable refunds if they exist. If you have booked a flight and we have been informed of a significant change to the airline's schedule before you leave the country, we will contact you by email and phone to let you know about this. Make sure you

provide the correct email address and phone number and check your messages regularly before you leave. We have no control over airline schedule changes/cancellations and take no responsibility for any costs that may arise as a result of such changes. Once you have left the country, it is your responsibility to check with the airline that all flights you have confirmed are valid. We recommend that you contact your airline at least 72 hours before the scheduled departure of each flight. Note that for some airlines it is mandatory that you confirm with them your intention to fly.

Reservations/services marked "non-refundable" are non-cancellable and in most cases not subject to change. All reservations (airline and hotel) from our office are marked non-refundable.

For more detail, please review Art. 5 and 9.

ARTICLE 7 – Copyright or Content Violations

Reproducing, copying, storing, exporting, selling, broadcasting, distributing, (re)publishing, executing, downloading, translating, modifying in any way, part or all of the content of the Website, the source code and the services offered to the user is expressly prohibited this, without the owner's permission. Also it is therefore prohibited to sell, copy, modify, reproduce, republish or otherwise "upload", transmit or distribute in any way whatsoever.

ARTICLE 7 – Third Parties

Certain content, products and services available via our Service may include materials from third-parties.

Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

ARTICLE 8 – Personal Information

All information related to the user's personal data and transactions is secure and confidential. Confidentiality is taken for granted. All information transmitted to us is confidential and we have taken all necessary measures to use it only to the extent deemed necessary in the context of the services provided.

Your submission of personal information through the store is governed by our Privacy Policy. To view our Privacy Policy click [here](#).

ARTICLE 9 – Errors & Omissions

Any postponement or cancellation of the trip by fault of Pheax Travel is announced to customers via e-mail.

If your trip is postponed

In case of postponement of the trip to another date, the customer is entitled to a refund or to a re-book for any other date he/she wishes, upon availability.

If your trip is cancelled

In case of cancellation of the trip, Pheax Travel is obliged to refund the customer with the full price of the ticket.

The departure times of the Pheax Travel coach mentioned in the schedule can be changed up to one hour before or after the programmed one, due to specific circumstances. This change will be notified to customers via e-mail as

soon as the decision of the new departure time is taken. In this case, the customer is not entitled to refund.

The remaining times appearing on the trip schedule are not binding. In case of delays due to external or force majeure factors (traffic jam, roadworks, compulsory road detour, bad weather conditions, etc.), Pheax Travel is not responsible for the in compliance with the trip schedule.

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

ARTICLE 10 – Prohibited Uses

In addition to other prohibitions as set forth in the Terms, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or

any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

ARTICLE 11 – Limitation of Liability

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free.

We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.

You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall Pheax Travel, our directors, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products

procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.

You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms.

ARTICLE 12 – Rules during the transportation

There are certain pick-up points for all the activities from each departure city:

From Thessaloniki:

Meeting Point: Aristotle's Square & Egnatia Street (Venizelos Statue).

From Athens:

The Metro Station Halandri where the client must take the exit "Doukissis Plakentias Str. (To Vrilissia)". The trip-attendant will be waiting at the exit

ATTENTION: For the excursion Aegina the meeting point is at Port 8 on Piraeus Port

*The client should be at the departure point at least 10' before the time indicated in the schedule.

On each trip, there is a trip attendant who ensures the smooth running of the trip and the compliance with the program. The entrance in the coaches of Pheax Travel is achieved with the demonstration of the electronic ticket printed or on a mobile screen, or with the oral report of the reservation number. The company reserves the right to ask the traveler to show and hand other documents of identification, when the company considers it necessary for safety reasons and protection of the other passengers and the interested.

The client is not allowed to bring his/her suitcase or luggage to the trip unless it is requested via telephone or e-mail and receives a confirmation from Pheax Travel. In this case, the luggage is carried under the client's full responsibility.

Smoking, drinking and eating is not permitted inside the coach.

The client is expected to have a good behavior that respects the other passengers, driver and trip attendant. Passengers accompanying children are responsible for their good behavior. Unnecessary contentious behavior cannot be accepted.

Customers in a state of inebriation, lack of respect to the rest of the customers, the driver and the trip attendant or with a behavior that sets to risk the smooth running of the excursion or the safety of the rest, may not be allowed to enter the bus.

Clients who miss the bus and do not participate in the excursion due to delay, negligence or incorrect timing on their fault, are entitled either to transfer the activity on a future date or change it with a different one paying the price difference, if the new one has a higher rate. In case that the new trip is cheaper, the client is not entitled to a refund of the price difference. In any case, all the above are valid upon availability.

The coach drivers must comply with a strict law regarding the acceptable hours of driving, the scheduled break during long distances and the total hours of driving in 24 hours period. In case with intense traffic jam, roadworks or other force majeure reasons, the drop-off points are subject of modification for the proper compliance of the law.

ARTICLE 13 – Governing Law & Competent Courts

The competent Courts for any dispute arising out of the present, including disputes concerning the validity, interpretation or enforcement thereof shall be the courts of Corfu.

ARTICLE 14 – Modifications & Changes of the Terms

We reserve the right of the alteration of the terms of the present, which are all considered essential. We reserve the right to review, improve, modify or discontinue, temporarily or permanently, the Service or any content or information through the Service at any time, effective with or without prior notice and without any liability to Company. Company will endeavor to notify you of these changes by email, but will not be liable for any failure to do so. If any future changes to the Terms are unacceptable to you or cause you to no longer be in compliance with the Terms, you must terminate, and immediately stop using, the Service. Your continued use of the Service following any revision to the Terms constitutes your complete and irrevocable acceptance of any and all such changes. We may change, modify, suspend, or discontinue any aspect of the Service at any time without notice or liability. We may also impose limits on certain features or restrict your access to parts or all of the Service without notice or liability.