

Terms & Conditions - The Viomati Co LDA

TERMS & CONDITIONS AGREEMENT BETWEEN THE VIOMATI CO LDA AND

.....(PLEASE WRITE NAME AND SURNAME CLIENT)

.....(ADDRESS CLIENT)

.....(DATE)

Welcome to The Viomati Co. By accessing and using our services, including but not limited to retreats, workations, athlete retreats, individual experiences, group travel and community trips, excursions from other suppliers and car rental from other suppliers, you agree to comply with and be bound by the following terms and conditions.

When you finalise your booking and proceed the first payment, you are confirming that you agree with our booking conditions. It is therefore important that you have read these conditions carefully before making the booking. The Viomati Co LDA assumes that in addition to your own conditions, you are also aware of the conditions of the transport company and the conditions of other added options if they apply to your booking from other suppliers. In addition, The Viomati Co LDA assumes that you have read all information relevant to your trip on our website.

COMPANY INFORMATION

The Viomati Co LDA

VAT nr: 517 376 075

ADDRESS: Edifício do Carmo, R. das Hortas 1, 5º Andar, Sala 500, 9050-024 Funchal

1. DEFINITIONS

1.1 "The Viomati Co LDA" refers to the Greek word βιωματική. The Viomati Co." derives its name from the Greek word "βιωματική," (Viomatiko) which means "experiential" or "related to experiences." The name reflects our company's focus on providing unique and immersive experiences for our clients, whether it's through our workations, retreats, athlete retreats, community or individual travel experiences

1.2 "Activities" refer to the services provided by The Viomati Co. including retreats, workations, athlete retreats, individual experiences, group travel and community trips, excursions, transport from other suppliers and car rental from other suppliers. (other added options to your trip)

1.3 "Client" refers to any person who books and/or participates in any activity offered by The Viomati Co.

2. BOOKING AND PAYMENT

2.1 Bookings are only confirmed once payment is received in full.

2.2 The Viomati Co LDA reserves the right to refuse any booking.

2.3 Prices are subject to change at any time without notice.

3. CANCELLATIONS, REFUNDS AND BOOKING POLICY

3.1 Our booking policy for workations, retreats, and community travel experiences is as follows:

- Cancel until 50 days prior to the trip – fully refunded (you don't lose any money)
- Cancel between 50 – 30 days prior the trip – 35 % cancellation costs about the travel sum
- Cancel between 15 – 30 days prior to the trip – a full travel credit will be issued to you that you can use within a 2-year period
- Cancel within 0-14 days of the trip – non-refundable
The remainder of the payment is to be completed 3 weeks before arrival.

3.2 Our booking policy for individual or small group travel experiences is as follows:

- Up to 55 days before departure = 30%
- Up to 36-55 days before departure = 50%
- Up to 22 - 35% before departure = 70 %
- Up to 11-21 days before departure = 90%
- Up to 0-10 days before departure = 100 %
The remainder of the payment is to be completed 3 weeks before arrival.

3.3 The Viomati Co LDA reserves the right to cancel any booking at any time and refund any payments made.

3.4 Extreme Situations. In certain extreme situations, The Viomati Co LDA may waive its strict refund and transfer (future travel credit) policies. Waiver of such policies is at The Viomati Co's sole discretion. Those situations are limited to the following:

1. Death of an immediate family member (spouse, parent, child, or sibling)
2. Personal injury or illness. This will not apply to pre-existing conditions that the participant was aware of

3.5 Travel refunds. During the trip, no flight or other travel costs incurred by participants will be reimbursed by Viomati Co. Arriving late or leaving a trip in progress, for any reason whatsoever, will not result in a refund, and no refunds will be made for any unused portions of a trip.

3.6 Weather-Related Cancellations: We understand that unexpected weather conditions can arise that may prevent our guests from reaching their intended destination. While we will make every effort to accommodate our guests, we cannot be held responsible for any cancellations or changes to reservations due to weather conditions or other natural disasters. Any such cancellations or changes will be subject to our standard cancellation policy. We strongly recommend that our guests obtain appropriate travel insurance to protect against unforeseen circumstances

3.7 Trip Cancellation and Changes. The Viomati Co may decide to cancel or change the itinerary of a trip during unforeseen circumstances. For example, if a country puts in new travel restrictions due to COVID-19 towards travelers from different countries. The Viomati Co may cancel or change the itinerary of the trip. You will be liable for any loss, damage, or additional cost incurred due to these travel changes including flight changes, accommodation, loss of paid-time-off, and any other costs associated with your trip.

3.8 Cancellations; Prior to Departure. The Viomati Co reserves the right to cancel any trip that has not yet departed due to insufficient enrollment or any other reason that makes the trip economically infeasible to operate, or because of concerns with respect to the safety, health, or welfare of the participants. If a trip is canceled prior to departure due to lack of required participants, The Viomati Co will provide participants with a full refund of monies paid to The Viomati Co. However, if the cancellation is due to a significant event like a pandemic that triggers a Force Majeure clause, The Viomati Co may provide a full travel credit at its sole discretion. When The Viomati Co cancels a trip prior to departure, it has no responsibility for any expenses, including any non-refundable expenses, incurred by participants in preparing for a canceled trip or for any additional arrangements should participants embark prior to the scheduled departure date.

3.9 Cancellations; In Progress. The Viomati Co also reserves the right to cancel any trip in progress because of concerns with respect to the safety, health, or welfare of the participants. If The Viomati Co cancels a trip in progress, participants will receive a prorated refund of their payment. When The Viomati Co cancels a trip in progress, it has no responsibility for any expenses, including any non-refundable expenses, incurred by participants in preparing for a canceled trip or for any additional arrangements should participants embark prior to the scheduled group departure date.

4. CLIENT RESPONSIBILITIES

4.1 The Client is responsible for ensuring they are medically and physically fit to participate in the Activities.

4.2 The Client acknowledges that participation in the Activities is at their own risk and that The Viomati Co. is not responsible for any injury, loss, or damage to person or property.

4.3 Travel Documents: It is your responsibility to ensure that you have all the necessary travel documents such as passport, visa, and travel insurance before traveling. The Viomati Co Ltd will provide assistance in obtaining travel documents but will not be responsible for any loss or damage caused by the lack of or invalid travel documents.

4.4 Travel Insurance. The Viomati Co always recommends the clients to have a travel insurance in order to participate in The Viomati Co trip. You alone are responsible for securing said insurance and The Viomati Co may or may not require you to present proof of said insurance.

5. INTELLECTUAL PROPERTY

5.1 All intellectual property rights, including but not limited to copyright, trademarks, and logos, used or displayed on The Viomati Co.'s website, social media platforms, and other materials are the property of The Viomati Co. and may not be used without prior written permission.

6. DISCLAIMER

6.1 The Viomati Co. does not accept liability for any injury, loss, or damage arising from the use of our services.

6.2 Confidential Information. The Viomati Co. may expose the Client to confidential information, trade secrets, processes, and procedures that are proprietary to and/or the intellectual property of The Viomati Co. (collectively "Confidential Information"). The Client agrees not to: (i) collect and/or copy Confidential Information for any use outside of the enjoyment of the activities; (ii) disseminate or publish Confidential Information; or (iii) use Confidential Information to harm or compete with The Viomati Co.

6.3 Force Majeure. The Viomati Co. may be excused from any delay and will not be liable for any failure to perform any of its obligations stated in these Terms and Conditions if the failure is caused by something that is reasonably beyond its control, including but not limited to, pandemics, war, earthquakes, fire, flood, explosions, terrorist attacks, government action, or extreme weather.

6.4. The Viomati Co Ltd acts as an agent for the service providers such as hotels and tour operators. The Viomati Co Ltd will not be responsible for any loss, damage, or injury caused by the acts or omissions of such service providers. The Viomati Co Ltd does not guarantee the accuracy of any information on its website or mobile app, including but not limited to, travel itinerary and travel document requirements. Viomati Co Ltd will not be responsible for any errors, omissions, or inaccuracies

6.5 Viomati Co and its designated team members are not liable for, and you waive any claim for: (A) any damage to, or loss of, property or injury to, or death of, persons suffered during a trip, including but not limited to any defect in any aircraft, watercraft, vehicle, hotel, apartment, workspace or other service or property operated or provided by Viomati Co or any Other Provider; and (B) any loss or damage due to delay, cancellation, or disruption in any manner caused by Viomati Co or the Other Providers. You waive any

claim against Viomati Co and/or its designated team members for any such loss, damage, injury, or death and assume the risk of Viomati Co's negligenc

6.6 Activity Release. To the extent you engage in any activities in connection with Viomati Co or any other Services, you acknowledge that you have voluntarily elected to participate in such activities. You further acknowledge and agree that the activities are voluntary recreational activities and that no officer, supervisor or other employee of Viomati Co is requiring you to engage in the activity. You are aware that there are risks and hazards associated with the activities and voluntarily assume all risk of loss, damage or injury to person or property which may arise from or is related to your engaging in the activities, whether such risk is known or unknown to you. You hereby release Viomati Co and all entities associated with Viomati Co and agree not to sue or bring any proceeding against any of the same for any actions, claims or demands.

7. GENERAL

7.1 The Viomati Co. may update or modify these terms and conditions at any time without notice.

7.2 The Client agrees to comply with all applicable laws and regulations.

7.3 Joining the Activities is at the Client's own risk.

7.4 The Client understands that The Viomati Co. is not a travel agency or tour operator, and as such, does not take responsibility for the services provided by third-party suppliers.

7.5 These terms and conditions constitute the entire agreement between The Viomati Co. and the Client, all prior understandings, agreements, or representations between the parties, whether written or oral.

7.6 The failure of The Viomati Co. to enforce any provision of these terms and conditions shall not be construed as a waiver of its right to enforce such provision or any other provision of these terms and conditions.

7.7 Any dispute arising out of or in connection with these terms and conditions shall be resolved through negotiation between the parties. If the parties are unable to reach a resolution, the dispute shall be referred to mediation in accordance with the rules of the mediator's institution. If mediation is unsuccessful, the dispute shall be resolved through arbitration in accordance with the rules of the arbitrator's institution.

7.8 These terms and conditions shall be governed by and construed in accordance with the laws of Madeira, Portugal

7.9 If any provision of these terms and conditions is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

7.10 The Client may not assign these terms and conditions without the prior written consent of The Viomati Co.

7.11 These terms and conditions shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7.12 The Viomati Co. provides travel trips of varying lengths for individuals and groups, as outlined on its website (www.theviomati.co). The Viomati Co. may organize and negotiate trip arrangements that are provided by independent third-party providers ("Other Providers"). When provided by such Other Providers, The Viomati Co. acts only as an arranger, and all services provided in connection with, before, during, or after a trip, including but not limited to housing and transportation, are provided, owned, and operated by Other Providers, whose employees, facilities, vehicles or vessels, products, and services are not subject to The Viomati Co.'s supervision or control. The Other Providers are solely responsible and liable for providing their respective products, provisions, and services, unless otherwise specified. The Viomati Co. is not responsible for their actions or inaction. The responsibility of The Viomati Co. in connection with your trip is strictly limited.

7.13 Communications: You may receive communications from The Viomati Co, including messages that The Viomati Co sends you (for example, via email, phone call, SMS, and/or text message). By joining our mailing list or registering your email with us anywhere on our website or emailing us at any of our email addresses provided at our domain or signing up for the trip or using the services, you agree to receive communications from The Viomati Co and you represent and warrant that each person for whom you provide a wireless phone number and/or email address has consented to receive communications from The Viomati Co. By providing us with your wireless phone number, you confirm that you want The Viomati Co to send you information we think may be of interest to you.

8. LEGAL ACTIONS AND CLAIMS

8.1 Time Limitation for Legal Action. Any claim or legal action whether based on contract, tort, statutory, constitutional or other legal rights, including without limitation bodily injury, illness to or death of a participant, alleged violations of civil rights, discrimination, consumer or privacy laws, or other statutory, constitutional or legal rights, or for any losses, damages or expenses relating to or in any way arising out of or connected with the activities or services provided by The Viomati Co., or against The Viomati Co. must be commenced within 6 months from the date of injury, illness or death or the date the incident giving rise to the claim occurred or else shall be irrevocably waived, notwithstanding any provision or law of any state or country or international convention to the contrary.

9. SERVICES

9.1 The Viomati Co Ltd provides group travel services such as hotel reservations, tour packages, and transportation arrangements. The travel itinerary provided to you is subject to change due to unforeseeable circumstances such as weather conditions, transportation delays, and supplier availability. The Viomati Co Ltd will make every effort to provide alternative arrangements to your satisfaction.

9.2 Limitation of Liability: Viomati Co shall not be liable to you, your employer, your client(s) or potential client(s), your guests/visitors, or to any other person for any indirect, special,

incidental, or consequential damages of any kind, including damages for lost profits, loss of goodwill, work stoppage or delays, or for any change in your employment status as a result of participating in any Viomati Co program or service. Viomati Co shall not be liable for any matter beyond our reasonable control. In connection with your participation in any Viomati Co program or service, Viomati Co shall not be liable to you for damages for emotional distress, mental suffering or psychological injury of any kind, under any circumstances.

9.3 Assumption of Risk: By participating in any Viomati Co program or service, you agree to assume responsibility for your own safety, and acknowledge that Viomati Co cannot guarantee your safety at any time. There may be situations such as war, terrorism, conflict, unrest, crime, Acts of God, civil commotions, labor trouble, or other potential sources of harm including pandemics that may pose risks to your safety. Viomati Co strongly recommends obtaining and considering information on foreign countries, including details of local conditions in specific cities and countries according to such agency's perception of risks to travelers. Viomati Co assumes no responsibility for gathering such information or providing it to you.

9.4 Changes: Viomati Co reserves the right, without penalty, to make changes in the published itinerary whenever, in their judgment, conditions warrant or if they deem it necessary for the comfort, convenience, or safety of participants. Every reasonable effort will be made to operate experiences as planned, but alterations may still occur after final itineraries are sent.

10. ELIGIBILITY

10.1 General. Viomati Co reserves the right in its sole discretion to accept, decline to accept, or remove any participant or guest on a Viomati Co trip or any part thereof at any time. Viomati Co reserves the right to expel any participant from a trip or remove a participant from a vessel, vehicle, event, activity, workspace, or accommodations for any reason, including, but not limited to, lack of payment or if we deem it necessary for the comfort, convenience or safety of the other participants, including if your behavior is deemed to cause or be likely to cause danger to yourself or danger, distress or annoyance to other participants. If we remove you from a trip in progress or remove you from a vessel, vehicle, event, activity, workspace, or accommodations, you will not be entitled to any refund, payment, compensation or credit of any kind for unused or missed services or costs incurred resulting from the termination of your participation.

10.2 Background Check. Viomati Co reserves the right to do background checks and to consider the results of said background checks in determining the eligibility of an applicant.

10.3 Illegal Activity. If at any point during the trip you perform or engage in any illegal activity, Viomati Co is not responsible for legal ramifications of that action, and you may be removed from the trip at your own cost, and without refund to you. Viomati Co has no responsibility or obligation to notify participants of all applicable local laws.

11. PHOTOGRAPHS, VIDEO & CONTENT

11.1 License Grant. The Viomati Co reserves the right to take photographs and video during your trip. By traveling with us, you grant to us the absolute and irrevocable right and unrestricted permission to use and publish your image, without compensation, for commercial, advertising, editorial, or any other purpose; and in any manner and medium, whether now known or hereafter devised; and to alter and composite the same without restriction and without your inspection or approval. You hereby release and discharge us from and against any and all claims, liabilities, costs, damages and expenses of any kind arising out of or relating to the use by us of your image.

11.2 Social Media. Additionally, by joining a Viomati Co trip and/or using the Services, you grant The Viomati Co a royalty-free irrevocable license to re-post or use for any purpose, any image or video including the @theviomati.co and/or the #theviomati or any written content (blog posts and articles) regarding The Viomati Co that you post on the internet and/or social media. If you do not want to grant this specific right to The Viomati Co, please opt out by contacting: info@theviomati.co with email containing an opt-out from media message.

12. MISCELLANEOUS

12.1 Confidential Information. Throughout the course of your participation in a Viomati Co trip or while using the Services, you may be exposed to information, Viomati Co vendors, Other Providers, documents, trade secrets, processes, and procedures that are confidential, proprietary to, and/or the intellectual property of Viomati Co (collectively "Confidential Information"). You hereby agree that you will not: (i) collect and/or copy Confidential Information for any use outside of the enjoyment of your Viomati Co trip; (ii) disseminate or publish Confidential Information; or, (iii) use Confidential Information to harm or compete with Viomati Co.

12.2 Force Majeure. Sometimes things come up that are outside of our control. You acknowledge and agree that we are excused from any delay and will not be liable for any failure to perform any of our obligations stated in these Terms and Conditions if the failure is caused by something that is reasonably beyond our control, including but not limited to, pandemics, war, earthquakes, fire, flood, explosions, terrorist attacks, government action, or extreme weather.

12.3 Travel Insurance. You must have adequate travel insurance in order to participate in Viomati Co trip. You alone are responsible for securing said insurance and Viomati Co may or may not require you to present proof of said insurance.

13. Privacy Policy for The Viomati Co

At The Viomati Co, we value your privacy and are committed to protecting your personal information. This Privacy Policy explains how we collect, use, and share information when you use our website and services. By using our website, you agree to the terms of this Privacy Policy.

Information We Collect

We may collect personal information that you provide to us, such as your name, email address, phone number, and payment information, when you register for an account or make a purchase. We may also collect other information about your use of our website, such as your IP address, browser type, and device type.

How We Use Your Personal Information

We may use the information that we collect from you:

- **To provide services:** We may use the information we collect from you to provide and personalize our services and to process your transactions.
- **To contact you:** We may send you communications about our services, promotions, and other news.
- **For our business purposes:** We may use your information to help us operate our business, to improve our website, and to analyze trends.

How We Share Information with Third Parties

We may share your personal information with our partners and third-party service providers to provide our services and process your transactions. We may also share your information with other users of our services if you participate in a group activity or trip.

We use cookies to enable our website to work properly and to analyze trends. For more information about our use of cookies, please refer to our Cookie Policy.

Where We Store Your Information

Your information may be transferred to, and stored at, a destination outside of your country of residence or use, where data protection laws may be less adequate compared to your country of residence. By using our website, you consent to the transfer and storage of your information in such destinations.

Your Rights

You may have the right under applicable law to request that we not process your personal information for marketing purposes. If you do not wish to receive marketing communications from us, please follow the opt-out instructions in each communication or contact us at [**info@theviomati.co**](mailto:info@theviomati.co).

Contact

If you have any questions or concerns about this Privacy Policy or our use of your personal information, please contact us at [**info@theviomati.co**](mailto:info@theviomati.co).

By booking and participating in any activities organized by The Viomati Co., the Client acknowledges that they have read and agreed to these terms and conditions.

We kindly request that you review and accept the terms and conditions before using our services

I(NAME AND SURNAME CLIENT) AGREE AND ACCEPT THE TERMS
AND CONDITIONS

The Viomati Co LDA

517 376 075

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