

## ***TERMS AND CONDITIONS OF ZOLUSA***

### ***Introduction***

*These General Terms and Conditions of Zolusa govern the terms and methods of purchasing Travel Packages offered by Zolusa Srl, defining the reciprocal rights and obligations of Zolusa and the Purchaser. They apply to all contractual transactions, both for professional buyers (Professional Operators) and final consumers (Travelers).*

*These Terms cover:*

- Pre-contractual Information, necessary to ensure transparency before purchase.*
- Payments, cancellations, and modifications, with specific rules for different types of Packages.*
- Liabilities and guarantees, to protect Purchasers and safeguard Zolusa.*
- Dispute resolution, in compliance with Italian and European regulations.*

*These General Terms and Conditions are binding for both parties and ensure compliance with the Tourism Code, GDPR, and other applicable regulations.*

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### ***Section 1 - Definitions***

*For the purposes of these General Terms and Conditions of Sale (hereinafter referred to as the "Terms"):*

- Zolusa: refers to ZOLUSA Srl, headquartered in Italy, acting as Organizer of Travel Packages and/or Seller, depending on the circumstances.*
- Purchaser: refers to the entity purchasing the Travel Package, regardless of their nature. The Purchaser can be:*
  - Professional Operator: a tour operator, travel agency, or Travel Consultant purchasing the Package for resale to their clients.*
  - Traveler: an individual (end consumer) purchasing the Package for personal, non-professional purposes.*
- Travel Package (Package): a combination of at least two different types of Travel Services (e.g., accommodation, transportation, related services) sold or offered for sale by Zolusa for the same trip or holiday.*
- Travel Services: services such as accommodation, passenger transport, vehicle rental, or other non-ancillary tourist services, like experiential activities, excursions, tastings, etc.*
- Sales Contract: the agreement between Zolusa and the Purchaser, aimed at purchasing a Travel Package.*

- *Durable Medium*: any means that allows the Purchaser or Zolusa to retain information, such as emails or downloadable PDF documents.
- *Departure Date*: the date scheduled for the start of the Package (first provided travel service).
- *Minimum Number of Participants*: the minimum threshold of travelers required for the Package to be confirmed, as specified in these Terms.

*Note: The use of the term "Purchaser" without further specification refers to both Professional Operators and Travelers.*

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## ***Section 2 - Purpose and Scope of Application***

*These General Terms and Conditions apply to the sale of Travel Packages by Zolusa and regulate the contractual relationships between Zolusa and the Purchaser. The Terms govern the rights and obligations of the parties, in compliance with applicable tourism and consumer protection regulations, and apply equally to all contractual transactions concluded.*

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## ***Section 3 - Pre-contractual Information***

*Before the conclusion of the Contract, Zolusa will provide the Purchaser with essential information about the Package (itinerary, included services, any requirements, payment methods, insurance details, etc.), as well as any other details required by law. This information will be transmitted in written form (durable medium).*

*If the Purchaser consents, their personal data may be used to send promotional communications and newsletters related to travel packages and related services. Consent is optional and revocable at any time by sending a request to [zolusaofficial@gmail.com](mailto:zolusaofficial@gmail.com). For more details on the processing of personal data and consent withdrawal, please refer to the Privacy Policy available on the official website.*

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## ***Section 4 - Conclusion of the Contract and Payments***

### *4.1 Conclusion of the Contract*

*The Sales Contract is considered concluded when Zolusa confirms to the Purchaser, on a durable medium (e.g., email), the availability of the Package and the acceptance of the purchase proposal.*

### *4.2 Deposit and Balance*

*To book a Travel Package, a deposit is required as follows:*

- €850 per person for scheduled tours.
- €1,600 per person for "Customized" tours.

*The balance must be paid:*

- *Within 90 days before the departure date for scheduled tours.*
- *Within 120 days before the departure date for “Customized” tours.*

*In case of failure to pay the balance within the established deadlines, Zolusa may:*

- *Apply a penalty of €200 for delays exceeding 15 days.*
- *Cancel the booking, applying the penalties specified in Section 7.*

#### *4.3 Payment Methods*

*The following payment methods are accepted:*

- *Credit cards (Visa, Mastercard, American Express).*
- *Bank transfer.*

#### *Payment Rules:*

- *Any additional services requested after the final balance will be automatically charged to the registered credit card unless otherwise indicated in writing by the Purchaser.*

#### *4.4 Chargeback Policy*

*Zolusa reserves the right to contest any chargeback that does not comply with the contractual terms. Improper chargebacks include those related to:*

- *Non-cancellable bookings, regardless of use.*
- *Charges authorized by family members or third parties with access to the credit card.*
- *Force majeure events or other circumstances beyond Zolusa's control.*

*Zolusa may cancel the booking in case of improper chargebacks.*

#### *4.5 Pricing Policy*

- *Surcharges, such as the cost for single rooms, will be specified in the offer and communicated at the time of booking.*
- *Quotes are valid for 10 days from the date of issuance unless otherwise specified in writing.*
- *No refunds or reductions are provided for late arrivals, early departures, or unused included services.*

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### ***Section 5 - Minimum Number of Participants and Cancellation Clause***

*The confirmation of departure for each tour is subject to reaching a minimum of 6 participants. If this number is not reached within 110 days before departure, Zolusa may:*

- *Cancel the tour and fully refund the amounts paid.*
- *Propose alternative solutions, including:*
  - *Issuing a travel credit equivalent to the amounts paid, valid for 12 months from the issuance date.*
  - *Reassigning the Purchaser to another tour or the same tour on another date.*

- Communicating a price supplement to confirm the trip with fewer participants.

If no agreement is reached on these alternative solutions, Zolusa will refund the deposit without further obligations or liabilities.

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## ***Section 6 - Package Changes, Force Majeure, and Health Responsibility***

### *6.1 Package Changes*

Zolusa is committed to providing the Package as agreed. However, in the event of extraordinary and unforeseeable circumstances beyond Zolusa's control (e.g., force majeure, extreme weather, unexpected closures, health emergencies), changes may be necessary and will be communicated to the Purchaser on a durable medium.

Changes may include:

- *Minor Changes:* Do not substantially alter the overall quality of the Package. In such cases, no refund or right of withdrawal is provided.
- *Significant Changes:* Substantially alter the overall quality of the Package. In such cases, the Purchaser may choose to:
  - Accept the proposed changes.
  - Withdraw from the contract without penalties and receive a refund of the amounts paid.

In case of withdrawal due to significant changes, Zolusa will not be responsible for additional compensation or indemnities beyond the amounts already paid.

### *6.2 Force Majeure*

In the presence of extraordinary and unavoidable events beyond Zolusa's control (e.g., natural disasters, health emergencies, unexpected closures, wars), Zolusa may:

- Propose modifications to the Package or an equivalent alternative.
- Reschedule the Package to a later date.
- Cancel the Package, refunding the amounts paid by the Purchaser, net of incurred expenses.

In such circumstances, Zolusa is not liable for indirect damages, economic losses, or reputational damage to the Purchaser.

### *6.3 Purchaser's Responsibility*

The Purchaser must comply with local regulations and requirements for the destinations included in the Package, which may include:

- Mandatory vaccinations, health certificates, or other preventive measures required by local authorities.

If the Purchaser does not possess the required documents or fails to meet mandatory requirements, Zolusa will not be held responsible for the inability to use the Package.

For further details on recommended insurance coverage, such as for cancellations, medical expenses, or emergencies, please refer to Section 10 - Insurance and Guarantees.

## **SECTION 7 - CANCELLATIONS, WITHDRAWALS, AND REFUNDS**

### *7.1 Cancellations by the Purchaser*

The following cancellation policies apply to Travel Packages:

For scheduled tours:

- *More than 90 days before departure: €200 penalty, or the entire deposit may be converted into a travel credit equal to 100% of the deposit paid, valid for 12 months from the issuance date.*
- *Between 90 and 60 days before departure: Penalty equal to 25% of the total Package price.*
- *Between 59 and 31 days before departure: Penalty equal to 50% of the total Package price.*
- *Within 30 days of departure: Penalty equal to 100% of the total Package price.*

For “Customized” tours:

- *More than 91 days before departure: Penalty of €1,500.*
- *Between 90 and 60 days before departure: Penalty equal to 50% of the total Package price.*
- *Between 59 and 31 days before departure: Penalty equal to 75% of the total Package price.*
- *Within 30 days of departure: Penalty equal to 100% of the total Package price.*

### *7.2 Travel Credits*

Zolusa offers non-transferable and non-refundable travel credits for early cancellations, as outlined above. Travel credits:

- *Cannot be used to pay deposits.*
- *Must be redeemed within 12 months from the issuance date.*
- *Cannot be converted into a refund once applied.*

### *7.3 Booking Modifications by the Purchaser*

For scheduled tours:

- *Modifications requested within 90 days of departure are subject to a €200 penalty per person.*
- *The Purchaser is responsible for any additional costs incurred by third-party suppliers.*

For “Customized” tours:

- *Modifications are handled on a case-by-case basis, with a minimum penalty of €400 per group.*
- *Any additional costs incurred by Zolusa will be charged to the Purchaser.*

#### *7.4 Cancellations or Modifications by Zolusa*

*In cases of force majeure (e.g., pandemics, natural disasters), Zolusa may:*

- *Modify dates, itineraries, hotels, or activities included in the Package while minimizing disruption for the Purchaser.*
- *Cancel the Package, issuing a travel credit equal to the amounts paid.*

*Zolusa is not responsible for personal expenses incurred by the Purchaser (e.g., flights, accommodations not included in the Package).*

#### *7.5 Cancellation Requests*

*The Purchaser must submit cancellation requests in writing to Zolusa's official email address. Cancellations will be considered effective from the date the written request is received.*

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### **SECTION 8 - LIABILITY AND NON-CONFORMITY**

#### *8.1 Organizer's Liability*

*As the Organizer, Zolusa guarantees the execution of the services included in the Package in compliance with applicable regulations and agreed contractual terms. Any non-conformity detected during the execution of the Package must be reported promptly to enable Zolusa to take necessary measures to address the issue.*

#### *8.2 Remedies for Non-Conformity*

*In the event of non-conformity, Zolusa commits to proposing reasonable and timely solutions, including:*

- *Providing equivalent substitute services.*
- *A proportional reduction in the Package price.*
- *Full refund of amounts paid, where applicable.*
- *Issuance of a travel credit equal to the value of amounts paid, valid for 12 months from the issuance date.*

*If a satisfactory solution cannot be found, the Purchaser may exercise the remedies provided by the Tourism Code or other applicable regulations.*

#### *8.3 Limitations and Exclusions of Liability*

*Zolusa is liable only for direct damages suffered by the Purchaser resulting from the Organizer's failure to fulfill its contractual obligations. Zolusa's total liability to the Purchaser shall not exceed the total amount paid for the Package.*

*Zolusa is not liable for:*

- *Indirect or consequential damages, such as non-immediate economic losses.*
- *Loss of profit, business opportunities, or reputational harm.*

*Zolusa is also not liable for total or partial non-fulfillment caused by extraordinary and unavoidable circumstances beyond its control, including:*

- *Natural disasters, health emergencies, or government restrictions.*
- *Delays in transportation or non-fulfillment by third parties, including suppliers or intermediaries.*

*To mitigate such risks, the Purchaser is encouraged to obtain appropriate insurance coverage as described in Section 10 - Insurance and Guarantees.*

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## ***SECTION 9 - TRAVEL DOCUMENTS AND SERVICES***

### *9.1 Travel Documents*

*The Purchaser is responsible for ensuring they have the required documents for the destinations included in the Package, which may include:*

- *Passports valid for at least six months beyond the travel end date.*
- *Tourist visas, health certificates, and other necessary authorizations.*
- *Failure to meet entry requirements will result in the application of the cancellation policies outlined in Section 7.*

*Zolusa will provide pre-contractual guidance to facilitate document preparation but is not responsible for issues related to the Purchaser's documentation.*

### *9.2 Third-Party Services*

- *Upon the Purchaser's request, Zolusa may recommend services provided by third parties, such as hotels, transportation, and additional activities. However:*
  - *Zolusa does not guarantee the quality, reliability, or availability of such services.*
  - *Zolusa disclaims any liability for problems or cancellations related to services provided by third parties.*

### *9.3 Age Limits*

- *For scheduled tours: Participants must be at least 18 years old.*

### *9.4 Equipment Requests*

- *Requests for specific equipment (e.g., bicycles, technical devices) must be submitted at least 30 days before departure.*
  - *Late requests are subject to availability and may incur additional costs if accepted.*
  - *Changes to requests within 21 days of departure are subject to a €50 penalty.*

### *9.5 Transfers*

- *Zolusa will provide group transfers from the pick-up and drop-off points specified in the itinerary.*
- *Individual transfers outside designated times or locations will be at the Purchaser's expense and subject to availability.*

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## **SECTION 10 - INSURANCE AND GUARANTEES**

### *10.1 Recommended Insurance and Advice*

Zolusa strongly recommends that the Purchaser obtain appropriate insurance coverage for peace of mind and protection during travel. Specifically, consider:

- *Health Insurance: To cover medical expenses, hospitalizations, and medical repatriation.*
- *Cancellation Insurance: To protect against cancellation penalties described in Section 7.*
- *Baggage and Personal Belongings Insurance: To safeguard against loss, theft, or damage during travel.*

Upon request, Zolusa can provide guidance on available insurance policies from reliable partners. However, the selection and purchase of insurance coverage remain the Purchaser's sole responsibility.

### *10.2 Liability Waiver*

The Purchaser acknowledges that participating in a Travel Package may involve inherent risks, including but not limited to:

- *Sporting activities (e.g., cycling, trekking).*
- *Adverse weather conditions.*
- *Limited access to medical facilities in remote locations.*

By accepting these General Terms and Conditions, the Purchaser releases Zolusa from liability for accidents, illnesses, or damages arising from circumstances not directly attributable to the Organizer.

### *10.3 Risks Covered by Zolusa's Guarantees*

Zolusa provides mandatory coverage against:

- *Professional liability, in accordance with Italian and European regulations.*
- *Insolvency or bankruptcy protection, as required by the Tourism Code.*

These guarantees protect the Purchaser against non-fulfillment of tourism services included in the Package.

## **SECTION 11 - TRAVELER PROFILE AND PRELIMINARY INFORMATION**

### *11.1 Required Information*

To ensure an optimal experience, Zolusa requires each participant to complete a Traveler Profile containing:

- *Essential personal details: Name, surname, contact information (email, phone), and identification document.*
- *Relevant medical information: Allergies, dietary intolerances, health conditions, or physical restrictions that may impact participation.*

- *Specific preferences: Dietary needs, accommodation preferences, or other personal requirements.*

### *11.2 Deadlines and Responsibility*

- *The Traveler Profile must be completed and submitted to Zolusa at least 30 days before the departure date.*
- *Failure to submit the profile within the specified timeframe may result in Zolusa being unable to fulfill specific requests or guarantee participation in the Package.*

### *11.3 GDPR Compliance*

*Personal data provided by participants will be processed by Zolusa in accordance with the General Data Protection Regulation (GDPR). For further details on personal data processing, participant rights, and cookie management, refer to the Privacy Policy available at the following link: [Privacy Policy](#).*

### *11.4 Updating Information*

- *Participants are responsible for promptly communicating any changes to the information provided in the Traveler Profile.*
- *Zolusa is not liable for inconveniences or disruptions caused by incomplete, incorrect, or outdated information.*

### *11.5 Rights of Data Subjects*

*Under the GDPR, the Purchaser has the right to:*

- *Access personal data: Confirm whether data concerning them is being processed and access such data.*
- *Request rectification: Correct inaccurate or incomplete data.*
- *Request deletion ("right to be forgotten"): Obtain the deletion of personal data under specific circumstances.*
- *Restrict processing: Limit the use of personal data under certain conditions provided by law.*
- *Object to processing: Object to processing based on their particular situation, especially in cases of processing based on legitimate interest or for direct marketing purposes.*
- *Request data portability: Receive data in a structured, commonly used, and machine-readable format or request its transfer to another data controller.*
- *Withdraw consent: Revoke consent at any time without affecting the lawfulness of processing carried out before the withdrawal.*
- *File a complaint: Contact the competent supervisory authority (Data Protection Authority in Italy).*

*The Purchaser can exercise these rights by sending a written request to the Data Controller at [zolusaofficial@gmail.com](mailto:zolusaofficial@gmail.com).*

### *11.6 Data Processors*

*For service delivery, Zolusa may engage third-party providers appointed as data processors under Article 28 of the GDPR. The updated list of processors is available upon request by contacting the Data Controller at [zolusaofficial@gmail.com](mailto:zolusaofficial@gmail.com).*

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## **SECTION 12 - COMMUNICATIONS AND CONTACTS**

### *12.1 Communication Methods*

- All communications between the Purchaser and Zolusa must take place via a durable medium, as required by applicable regulations. The following channels are considered valid:
  - Official email: *info@zolusatravel.com*.
  - Emergency phone number: Provided prior to the departure of the Travel Package.

### *12.2 Purchaser Responsibility*

- The Purchaser must provide a valid email address and an active phone number at the time of booking.
- Any changes to the provided contact details must be promptly communicated to Zolusa. Zolusa is not responsible for disruptions caused by incorrect or outdated contact information.

### *12.3 Response Times*

- Zolusa will respond to communications sent by the Purchaser within 5 business days of receipt, except for urgent requests or force majeure circumstances.
- For emergencies during the Travel Package, the Purchaser is advised to contact the emergency phone number provided.

### *12.4 Confirmation of Receipt*

- Emails sent will be considered received upon delivery confirmation or, in the absence of such confirmation, within 24 hours of sending.
- The Purchaser is responsible for ensuring that emails sent to Zolusa are successfully delivered and not filtered as spam.

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## **SECTION 13 - LANGUAGE OF THE CONTRACT**

### *13.1 Prevailing Version*

- This contract, including the General Terms and Conditions and all related documents, is drafted in Italian. In case of discrepancies between the Italian text and translations into other languages, the Italian version shall prevail and serve as the authoritative version for interpretation.

### *13.2 Translations and Communication Language*

- Translations of the contract or General Terms and Conditions are provided solely for informational purposes.

- Communications between Zolusa and the Purchaser will primarily be conducted in Italian. Upon request, Zolusa may provide translations or communications in other languages, subject to organizational feasibility.

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## **SECTION 14 - CHANGES TO TERMS**

### *14.1 Right to Modify*

Zolusa reserves the right to update or modify these General Terms and Conditions at any time. Updated versions will be published on Zolusa's official website, [www.zolusatravel.com](http://www.zolusatravel.com), and unless otherwise specified, will take effect from the date of publication.

### *14.2 Applicability of Terms*

- The General Terms and Conditions applicable to the Purchaser's contract are those in effect at the time of the contract's conclusion.
- Subsequent modifications do not apply to already concluded contracts unless required to comply with mandatory regulations or protect the consumer's inalienable rights.

### *14.3 Notification of Changes*

- If changes to the General Terms and Conditions significantly affect the Purchaser's rights, Zolusa will endeavor to provide direct notice, where possible, via email or other suitable means.

### *14.4 Privacy Policy Changes*

Any changes to the Privacy Policy will be communicated through publication on Zolusa's official website ([www.zolusatravel.com](http://www.zolusatravel.com)) and, where technically and legally feasible, by direct notification to the concerned parties. Purchasers are encouraged to periodically review the Privacy Policy for updates.

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## **SECTION 15 - WEBSITE TERMS AND CONDITIONS**

### *15.1 Scope of Application*

- This section governs access to and use of Zolusa's website ([www.zolusatravel.com](http://www.zolusatravel.com)) by users, including Buyers, Travelers, or occasional visitors.
- By using the website, the user agrees to comply with the Terms and Conditions specified herein.

### *15.2 User Conduct*

Users agree to:

- Not use the website for illegal or fraudulent purposes, or engage in activities that may damage the system or compromise cybersecurity.

- *Refrain from attempting to access restricted sections of the website or Zolusa's databases without authorization.*
- *Respect Zolusa's and third parties' intellectual property rights.*

### *15.3 Limitation of Liability*

- *Zolusa does not guarantee the absence of technical errors, service interruptions, or the absolute accuracy of information published on the website.*
- *Under no circumstances shall Zolusa be liable for direct or indirect damages arising from website use or technical issues.*
- *Users are responsible for ensuring that devices used to access the website are secure and free of malware.*

### *15.4 Privacy and Data Processing*

- *Zolusa processes users' personal data in compliance with the General Data Protection Regulation (GDPR).*
- *Detailed information is available in the Privacy Policy at: [Privacy Policy](#).*

### *15.5 Intellectual Property*

- *All website content, including texts, images, logos, and software, is the exclusive property of Zolusa and is protected by Italian and international copyright and intellectual property laws.*
- *Reproduction, distribution, or modification of content without Zolusa's written authorization is prohibited.*

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## **SECTION 16 - COOKIE POLICY**

### *16.1 Use of Cookies*

- *Zolusa's website uses cookies to enhance the user experience, collect statistical data, and offer personalized content.*
- *By using the website, users agree to the use of cookies in accordance with this Policy.*

### *16.2 Types of Cookies*

*Zolusa uses the following categories of cookies:*

- *Technical Cookies:*
  - *Essential for website functionality and the provision of requested services.*
  - *Do not require user consent.*
- *Analytical Cookies:*
  - *Collect aggregated, anonymous data on website traffic and user behavior.*
  - *Require explicit consent unless IP addresses are anonymized.*
- *Marketing Cookies:*
  - *Enable personalized advertisements and user tracking.*
  - *Some are provided by third parties, such as Google or Facebook. For details, refer to the Cookie Policy.*

### *16.3 Consent Management*

- Upon first accessing the website, users can accept or decline cookies via an interactive banner.
- The banner allows granular choices, enabling activation or deactivation of specific cookie categories.
- Preferences can be updated at any time via the “Cookie Management” link on the website or through browser settings.

### *16.4 Transparency and GDPR Compliance*

- Zolusa ensures transparency in cookie usage in compliance with GDPR.
- Data collected via cookies is processed respecting user privacy, as outlined in the website’s Privacy Policy.

### *16.5 Revocation of Consent*

- Users can revoke or modify cookie consent at any time.
- Changes can be made via the “Cookie Management” link or browser settings.

### *16.6 Third-Party Cookies*

- Some cookies, including marketing and analytical cookies, are provided by third parties (e.g., Google, Facebook).
- For details on third-party providers and their data processing methods, refer to the Cookie Policy.

### *16.7 Link to Cookie Policy*

- For more information on all cookie categories and tracking tools used, consult the Cookie Policy at:  
[Cookie Policy](#).

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## **SECTION 17 - INTELLECTUAL PROPERTY AND TRADEMARK USAGE**

### *17.1 Intellectual Property*

- All content on Zolusa’s website and promotional materials, including texts, images, logos, designs, and software, is the exclusive property of Zolusa or its licensors.
- Such content is protected under Italian and international copyright and intellectual property laws.

### *17.2 Use of Materials by Buyers - Professional Operators*

- Professional Operators may use Zolusa’s website content only for personal and non-commercial purposes.
- Reproduction, distribution, or modification of content without Zolusa’s written authorization is prohibited.

### *17.3 Limited License for Professional Operators*

- Zolusa grants Professional Operators a limited, non-exclusive, and revocable license to use promotional materials (e.g., images, logos, descriptive texts) solely for the promotion and resale of Zolusa Tour Packages.
- Any other use of materials is prohibited without written consent from Zolusa.

### *17.4 Restrictions on Trademark and Material Usage*

- Unauthorized alteration, misuse, or usage of Zolusa's trademark and materials is prohibited.
- Materials may not be used:
  - In contexts that could harm Zolusa's brand reputation.
  - To promote unauthorized services or products.
  - In a manner suggesting unauthorized affiliation with Zolusa.

### *17.5 Indemnity Clause (Professional Operators)*

- Professional Operators agree to indemnify and hold Zolusa harmless against any claims, damages, or expenses arising from improper use of provided promotional materials.
- Zolusa reserves the right to pursue legal action to recover damages caused by violations.

### *17.6 Violations and Consequences*

- Zolusa may revoke licenses and take legal action for breaches of these clauses.
- Unauthorized use of trademarks or materials may result in claims for damages and termination of commercial collaboration.

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## **SECTION 18 - CODE OF CONDUCT AND PARTICIPANT RESPONSIBILITIES**

### *18.1 General Objectives*

Zolusa is committed to ensuring a safe and inclusive environment during Travel Packages. To make the experience enjoyable for everyone, participants are expected to adhere to fundamental behavioral guidelines.

### *18.2 Code of Conduct*

- *Mutual Respect:*
  - Participants are encouraged to act courteously and respectfully toward others and Zolusa staff.
- *Compliance with Local Laws:*
  - Participants must respect the laws, customs, and instructions of guides in the destinations visited.
- *Safety and Responsibility:*
  - Participants should avoid behaviors that could jeopardize group safety or the quality of the experience.

### *18.3 Consequences of Inappropriate Behavior*

- Zolusa reserves the right to intervene in cases of non-compliance with the Code of Conduct, always ensuring respect for all parties involved.
  - In severe cases, Zolusa may take appropriate measures, including exclusion from the Package, following an evaluation of the context and circumstances.
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## **SECTION 19 - FINAL PROVISIONS**

### *19.1 Partial Invalidity Clause*

If one or more provisions of these General Terms and Conditions are found to be null, invalid, or unenforceable under applicable law, the remaining provisions shall remain fully valid and effective. The null provision will be replaced by a rule that reflects its original intent as closely as possible.

### *19.2 Priority of the General Terms and Conditions*

These General Terms and Conditions take precedence over any prior agreement or understanding between the parties regarding the matters addressed herein. Any deviations or modifications will only be valid if approved in writing by Zolusa.

### *19.3 Language and Interpretation*

- The official language of the contract is Italian. In case of discrepancies between the Italian version and any translations, the Italian version shall prevail, as specified in Section 13.
- Any disputes regarding the interpretation of clauses will be resolved based on the Italian text.

### *19.4 Official Communications*

All official communications related to these General Terms and Conditions must be made in writing and sent to the addresses provided by Zolusa, as outlined in Section 12.

### *19.5 Full Acceptance*

The Purchaser's confirmation of the booking and payment of the deposit imply full acceptance of these General Terms and Conditions.

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## **SECTION 20 - GOVERNING LAW AND JURISDICTION**

### *20.1 Governing Law*

These General Terms and Conditions, the contracts arising from their application, and disputes relating to their interpretation and execution are governed by Italian law, in accordance with applicable national and international regulations on tourism and consumer protection.

- For Purchasers (Travelers) residing in the EU or outside the EU:

- *The choice of Italian law does not affect any mandatory protections provided by the law of the Purchaser's country of residence.*

## *20.2 Jurisdiction*

- *For Purchasers (Travelers) residing in the EU:*
  - *Disputes will fall under the exclusive jurisdiction of the court in the Purchaser's place of residence or domicile.*
- *For Purchasers (Travelers) residing outside the EU:*
  - *Unless otherwise required by mandatory laws of the Purchaser's country of residence, disputes will be subject to the exclusive jurisdiction of the Court of Padua.*
- *For Professional Operators:*
  - *The exclusive jurisdiction for any dispute will be the Court of Padua.*

## *20.3 Alternative Dispute Resolution (ADR)*

- *Zolusa encourages the use of alternative dispute resolution mechanisms, as provided by Italian Legislative Decree 206/2005 (Consumer Code) and European regulations.*
- *Purchasers (Travelers) in the EU may access the Online Dispute Resolution (ODR) platform available at: [ODR Platform](#).*
- *For Professional Operators, mediation or arbitration platforms may be accessed upon written request to Zolusa.*

## *20.4 Arbitration Clause for Professional Operators*

*For disputes arising from contractual relationships with Professional Operators, the parties may agree to submit the dispute to arbitration as an alternative to ordinary jurisdiction. The arbitration terms are as follows:*

- *Seat of Arbitration: Padua.*
  - *Applicable Rules: Arbitration Rules of the Chamber of Arbitration of Padua.*
  - *Language of Arbitration: Italian.*
  - *Sole Arbitrator: Appointed by mutual agreement between the parties.*  
*If no agreement on arbitration is reached, the ordinary court in Padua will retain jurisdiction.*
-