



TERMS OF USE

Updated: July 14, 2021

Welcome to AMP TRAVELS!

This page (together with the documents referred to about it) tells you the terms of use under which you can make use of our website www.amplitur.com and www.amp-travels.com (our sites), even as a guest or a registered user.

The expressions "we", "us", "our/s", "AMP TRAVELS", "AMPLITUR" refer to AMP TRAVELS with registered office at 138, Chapel Street - Salford – United Kingdom - M3 6DE, legal entity of private law constituted under English law, with company number 13500131.

Access to our Website, any mobile or tablet application, or any other feature or other platform is offered to you subject to your acceptance without modification of all terms, conditions and notices set out below. We recommend that you print a copy of these terms for future reference.

PLEASE READ THESE TERMS CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION ABOUT THE LIMITATIONS OF LIABILITY.

Any personal information that we collect about you while you browse and use our Platform will be used in accordance with the General Data Protection Law (LGPD), therefore, our **Privacy Policy**, which also governs your use of the Platform, may be accessed on our page through a specific link.

1.1 DEFINITIONS

Whenever the expressions below are used in these Terms, they will have the meaning below:

- I. **Platform** – *Online* platform intended to bring together Suppliers, Affiliates and potential Buyers interested in the Products or Services disclosed through the technological tools contained in the platform;
- II. **Product or Service** - Product or Service, created by the Supplier or by a third party from whom the Supplier has received exclusive authorization for commercial exploitation and which is made available by the Supplier for dissemination, promotion and commercialization through the use of the technological tools contained in the Platform;
- III. **User** – any person who accesses the Platform, REGARDLESS of whether or not he has registered as a Supplier, Affiliate or Buyer;
- IV. **Provider/Supplier** - User holding intellectual property rights of a Product or Service, or holder of a valid authorization for commercial exploitation on an exclusive or non-exclusive basis of the Product or Service and who uses the technological tools contained in the Platform to facilitate the dissemination, the promotion and sale of such Product or Service, (airlines, hotels, events, shows, insurance, etc.) . Those Users who act in partnership with another Supplier for the launch, dissemination and joint marketing of Products and/or Services will also be considered as Suppliers, or Service Providers. Such Provider, called Co-Supplier, will fully comply with these Terms of Use and Platform Policies;
- V. **Buyer** – User who acquires a Product or Service using the technological tools made available by the Platform;

2. CHANGES IN TERMS

We may change these terms from time to time to comply with any regulatory requirements or if there are changes in our business practices, so that, where reasonably possible, we will notify you of material changes. However, whenever you wish to use our Platform, we kindly ask you to check it to ensure that you understand the current conditions.

The use of the Platform will be subject to the most recent version of the terms, always available on the Platform itself.

We encourage you to read in their entirety to make sure you are aware of any changes that may apply to you.

3. PLATFORM ACCESS AND USE

We do not guarantee that access to the Platform, or any content contained therein, will always be available or will be uninterrupted. We may suspend, withdraw, discontinue or change all or any part of the Platform and we will inform you of these changes by giving written notice.



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You (User) shall not misuse the Platform by knowingly introducing viruses, Trojans, *worms*, logic bombs or any other material that is malicious or causes technological damage. You must not attempt to gain unauthorized access to the Platform, to the server where the Platform is stored or to any server, computer or database connected to the Platform.

You shall not attack the Platform through a denial of service attack or through a distributed denial of service attack.

We will report any such violations to the relevant legal authorities and we will cooperate with those authorities by disclosing your identity to them. In the event of one of such violations, your right to use the Platform will terminate immediately.

4. WE DO NOT SELL PRODUCTS

The Platform is a search engine that offers users comparisons of different offers of Products and Services in the field of Tourism and Entertainment.

AMP TRAVELS does not offer, own or control any of the services and products that you access through our Platform. The Products and Services are owned, controlled or made available by third parties (Providers/Suppliers), either directly (eg a hotel) or through a hotel reservation intermediary (eg an online travel agency). Providers/Suppliers are responsible for the Products and Services as well as all booking contracts. The reservation of a Product or Service takes place only on the platforms of the Provider/Supplier. The Provider/Provider's terms and privacy policies apply to your booking; therefore, you must agree to and understand these terms.

Your interaction with any Provider/Supplier accessed through our Platform is at your own risk and expense, and AMP TRAVELS will not be held liable in the event of any problem with your booking. AMP TRAVELS has no control over Providers/Suppliers.

For more information on how AMP TRAVELS operates, we recommend that you consult our **Customer Service** by forwarding an email to support@amp-travels.com.

AMP TRAVELS hosts content, including prices, images and other information made available by or obtained from Providers/Suppliers ("Provider Content"), as well as content offered by users, such as comments, ratings and other information ("User Content" and together with the Provider Content, the "Content").

AMP TRAVELS is in no way responsible or liable for the accuracy, quality, completeness, reliability, timeliness or reliability of the Content, and AMP TRAVELS has no influence on the Content. In particular, we do not guarantee that the Provider Content, in particular the prices reflected therein, will be updated in real time, or that a particular Product or Service will be available. As a result, the price displayed by a Provider/Supplier may not match that displayed on our Platform.

The Provider/Provider ratings displayed on this Platform are intended to be general guidelines only, and we do not guarantee the accuracy of the ratings or any User Content.

5. USE OF THE PLATFORM

As a condition of your use of our Platform, you agree that:

- You are at least 18 years of age;
- You will use this Platform only for your private use to seek legitimate offers on Tourism and Entertainment Packages, Events and the like;
- All information provided by you on our Platform is true, accurate, current and complete; and
- If you use this Platform on behalf of another person, you will inform them of the terms that apply to any searches and/or bookings you have made on your behalf, including any rules and restrictions that apply to such searches and/or bookings;



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- Has the legal capacity to assume a legal obligation;
 - You will use the Platform in accordance with these terms;
 - If you have an AMP TRAVELS account, you will be responsible for safeguarding your account information and you will supervise and be fully responsible for any use of our account by you or anyone else.

We reserve the right, at our sole discretion, to deny access to our Platform and the services we offer to anyone by written notice, including, without limitation, for breach of these terms.

The Products and Services featured on the Platform are displayed in the currency you select. If you don't select any currency, the relevant currency for the top-level domain will be used by default. Our currency conversion is for informational purposes only and should not be used as an accurate, real-time basis. Some Products or Services may also be sold in a currency other than that pre-configured or selected by you for sampling the search results. Actual rates may vary and your payment provider (eg, credit card company) may charge conversion fees and apply any other exchange rate available at the time.

All prices shown must be understood as applied per night (in cases relating to hotel services). For booking periods longer than one night, the average price per night for the selected period will be displayed.

All declared values include booking fee, VAT (Value Added Tax), service fee, hotel fee, resort fee or city tax.

6. AMP TRAVEL MEMBERS

You have the option to join the AMP TRAVELS community by creating a member account in the AMP TRAVELS associate members area. Members will be able to publish content generated by them, as well as actively participate in the development of the Platform through administrative functions. Unregistered users will be able to read the content on AMP TRAVELS for free.

Members will have the option to manage and store their searches. To create an account, you will need to provide certain personal information. Other than your username, no personal information will be displayed. When you request that your account be deleted, we will keep your personal information only as long as necessary or as long as we are required to do so by law. For more information, see our Privacy Policy.

AMP TRAVELS only allows one account registration per person. You are responsible for the accuracy and completeness of your personal information.

You are responsible for the use of your account and for the confidentiality of your user account information, in particular your password. You must not disclose your password to any third party. We have the right to disable your account or password, via electronic notice (email) to you, if in our reasonable opinion you have breached these terms of use. If you become aware of or suspect that anyone who knows your User ID code or password, you must notify AMP TRAVELS immediately through our **Customer Service** by forwarding an email to support@amp-travels.com.

7. USER OBLIGATIONS AND PROHIBITED ACTIVITIES

As a user of the Platform, you are responsible for any User Content (text, photos, reviews, *links*, etc.) that you submit to AMP TRAVELS. You must ensure that you have all rights with respect to any content that you post on the AMP TRAVELS Platform and that any User Content does not violate the rights of third parties.

In particular, you shall not create and upload any User Content that:

- a) be advertising disguised as a review;
- b) does not contain content specific to a reviewed item;
- c) is not objective or is intentionally untrue;



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- d) is immoral, pornographic or otherwise offensive;
- e) infringes any third-party rights, in particular copyright;
- f) violates applicable laws in any way or constitutes a criminal offence;
- g) contains viruses or other computer programs that can damage *software* or *hardware* or affect the use of computers;
- h) be it a survey or chain; or
- i) is intended to collect or use personal data of other users, especially for commercial purposes.

Also, you agree not to:

- a) use our Platform or its contents for any commercial purpose;
- b) make any speculative, false or fraudulent bookings or any bookings in anticipation of demand;
- c) access, monitor or copy any content or information from our Platform using any robot, *spider*, *scraper* or other automated means or any manual process for any purpose without our express written permission;
- d) violate the restrictions in any robot exclusion headers on our Platform or avoid or circumvent any measures employed to prevent or limit access to our Platform;
- e) take any action that imposes, or may impose, at our discretion, an irrational or disproportionate burden on our infrastructure;
- f) to *deep-link* to any part of our Platform (including, without limitation, the process of buying any hotel services) for any purpose without our express written permission, which we may cancel at any time at our discretion; or
- g) "frame", "mirror" or otherwise incorporate any part of our Platform on any other website without our prior written permission, which we may cancel at any time at our discretion.

If your activity on our Platform shows signs of fraud, abuse or suspicious activity, AMP TRAVELS may refuse to provide you services, and close any associated accounts, upon electronic notification (email) sent to you. If you have carried out any fraudulent activity, AMP TRAVELS reserves the right to take appropriate legal action, and you may be held liable for damages caused, including court costs and attorney's fees.

To dispute the cancellation of a reservation, freezing or closure of an account, please contact our **Customer Service** at support@amp-travels.com.

8. LINKS

Our Platform may contain *hyperlinks* to *websites* operated by parties other than AMP TRAVELS. These *hyperlinks* are provided for your reference only. We do not control these websites and are not responsible for their content or for the privacy or other practices of those *websites*. These terms will not apply to your use of any third-party *website* that you may access through our Platform. Your use of any third-party *website* may be subject to additional terms and conditions, which we encourage you to read carefully before visiting any such *website*.

Furthermore, it is up to you to take precautions to ensure that any *links* you select or *software* you *download* (whether from our Platform or from other *websites*) are free from viruses, *worms*, Trojans, defects and other items of a nature destructive. Our inclusion of *hyperlinks* to these *websites* does not imply that there is any endorsement of the material on these *websites* or any association with their operators.

9. INTELLECTUAL PROPERTY RIGHTS

We own or license all intellectual property rights in our Platform and in the Content (including, without limitation, price and availability of services) as well as the infrastructure used to provide such Content. Although you may make limited copies of your itinerary (and related documents) for bookings made through our Platform, you agree not to modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works, transfer or sell or resell any information, software, products, or services obtained from or through this Platform.

If you copy or use any part of the Platform in violation of the Terms, your right to use the Platform will immediately terminate and you must destroy any copies of the materials you have made.



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You agree not to generate automated page prints or content on the Platform.

11. PRIVACY AND COOKIES

You acknowledge and agree that AMP TRAVELS may collect information about you using Cookies when you use the Platform or any of its services. AMP TRAVELS believes in protecting your privacy.

Please review our **Privacy Policy**. Any personal information that we collect about you while you browse and use our Platform will be used in accordance with our Privacy Policy, in accordance with the provisions of the General Data Protection Law (LGPD), which also governs your use of the Platform and, as stated above, is incorporated herein by reference.

12. AVAILABILITY

We do not guarantee that our Platform will always be available, uninterrupted, secure or free from *bugs* or viruses, nor that the Platform will be free from errors or omissions.

We will not be liable for any delay or failure to comply that results from causes beyond our reasonable control, including, without limitation, any failure to comply due to unforeseen circumstances or causes beyond our control such as natural accidents, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, epidemics or other natural disasters, lack of transportation, fuel, energy, labor or materials, or a failure of public or private telecommunications networks.

13. OUR LIABILITY IS LIMITED

AMP TRAVELS makes no representations about the suitability of the Content displayed on our Platform for any purpose. The display on our Platform of a Product, Service, Events, or any Content, in no way implies, suggests or constitutes any sponsorship or approval of such Product or such Content by said Provider/Supplier, or any affiliation between such Providers/Suppliers to AMP TRAVELS. All Content and any other information provided on our Platform is provided as is without warranty of any kind. AMP TRAVELS disclaims all guarantees and conditions that this Platform, its servers or any e-mail sent by AMP TRAVELS are free of viruses or other components that cause damage. AMP TRAVELS hereby disclaims all warranties and conditions with respect to any Content or any other information provided on our Platform, including all implied warranties and conditions of sale.

The Service Providers/Providers available on the platform are independent of AMP TRAVELS and are not agents or employees of AMP TRAVELS. AMP TRAVELS is not responsible for the acts, errors, omissions, representations, warranties, breaches or negligence of any Provider/Supplier, including injury, death, property damage, or other damages or expenses resulting from such acts. AMP TRAVELS will not be responsible for any cancellation, overbooking, strike, force majeure or other causes beyond its direct control. AMP TRAVELS does not accept responsibility for uninterrupted accessibility to our Platform and may carry out technical or maintenance works on the Platform at your choice.

Under no circumstances will AMP TRAVELS be liable for any direct, indirect, punitive, incidental, special or consequential damages arising out of, or in any way related to, your access to, display of or use of this Platform or your delay or inability to access, display or use this Platform (including, without limitation, your act of relying on opinions appearing on this Platform; any computer viruses, information, *software*, related *websites*, products and services obtained through this Platform; or that otherwise result from the access, display or use of this Platform) whether based on civil liability, consumer protection statutes or otherwise, and even if AMP TRAVELS has been advised of the possibility of such damages.

The limitation of liability reflects the allocation of risk between the parties. The limitations in this clause will survive and will apply even if any specific limited remedy in these terms is deemed to have failed its original purpose. The limitations set forth in these terms will survive the termination of your relationship with AMP TRAVELS.

Nothing contained in these terms excludes, or limits, our liability for:

- a) death or personal injury caused by our negligence;
- b) fraud or false and fraudulent misrepresentation;



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c) or any other liability that cannot be excluded or limited by law;

14. DISPUTE RESOLUTION

AMP TRAVELS is committed to user satisfaction, so if you have a problem or demand, we will try to resolve your concerns. If we are not successful, you can pursue complaints as explained in this clause.

You agree to give us an opportunity to resolve any claims or complaints related in any way to our Platform, any dealings with our customer service agents, any services or products provided, any statements made by us, or our Privacy Policy by entering contact our **Customer Service** at support@amp-travels.com . If we are unable to resolve your Claims within 60 days, you can go to court.

For consumers, these terms and the provision of our services will be governed by and interpreted in accordance with Brazilian law. However, if you are a consumer residing in any other country you may benefit from the mandatory provisions, and legal rights available to you under the laws of that country. Nothing contained in these terms shall affect your rights as a consumer to rely on these mandatory statutory provisions and local statutory rights.

15. JURISDICTION OF ELECTION

English courts will have exclusive jurisdiction over any claim arising out of or relating to a visit to our website.

These Terms of Use and any disputes or claims arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

16. COMPLAINTS OR QUESTIONS

If you have questions, complaints or suggestions about the Platform, please contact us through our **Customer Service** by sending an email to support@amp-travels.com . We will use our most reasonable efforts to respond to you promptly.

17. GENERAL PROVISIONS

Our compliance with these terms is subject to existing laws and legal processes, and nothing contained in them limits our right to comply with law enforcement or other requests whether governmental, legal or requirements relating to the use of our Platform as well as information provided by or collected by us in connection with such use.

These Terms do not create or infer any rights that are enforceable by anyone who is not a party to these Terms.

We may transfer our rights and obligations under these terms to another organization, but this fact will not affect your rights or obligations with respect to them. You may only transfer your rights or obligations under these terms to another person if we agree in writing.

If any part of these terms is held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected or impaired in any way. Our failure or delay to enforce any provision of these terms at any time does not result in a waiver of our right to enforce that provision or any other provisions hereof in the future.

Fictitious names of companies, products, people, characters, and/or data mentioned on the Platform are not intended to represent any real individual, company, product or event.

Any rights not expressly granted herein are reserved.

Regards,

AMP TRAVELS team.