

# Terms and Conditions

## Terms and Conditions

### Products and Booking Reservations

1. These Booking Terms set out the terms on which **Travel Partners LLC 1148146** registered at Emirates Holiday Building, Sheikh Zayed Road, Business Bay, Dubai, United Arab Emirates, trading as Arabian Adventures ("**AA**", "**we**", "**us**", "**our**") provides services (the "**Services**") made available through: experiences.arabian-adventures.com ("**Website**"), together with all related domains, white label and affiliate sites, mobile properties and related applications, email and telephone, collectively referred to as (the "**Platform**"). In these Booking Terms, when we refer to "you", we mean any person that accesses or uses the Services.
2. These Booking Terms govern your relationship with us in respect of your use of the Services, including any bookings that you make of any tour, ticket, attraction, activity and/or experience (described in these Booking Terms as an "**Experience**") that is advertised on the Website and is made available by a third-party supplier (each, a "**Product**").
3. By using or accessing the Services, by booking a Product ("**Book**", "**Booking**") you agree to be bound by these Booking Terms without modification, and you represent that you have read and understood them. In all Booking arrangements, the person making the Booking shall be deemed to have accepted these Booking Terms on behalf of all the persons named in the Booking. AA provides the Platform through which you can enter into a contract with a third-party supplier of a Product ("**Supplier**"). The Platform contains information about the Products on offer by Suppliers' and facilitates Bookings. When you make a booking, you are using the Platform to contract with Suppliers and are subject to their terms and conditions. For clarity, in respect of each Booking, AA acts as an agent for the Supplier, AA is not a party to the contract between the Supplier and you, and that a Product listing represents an invitation to you to make an offer to a Supplier. AA reserves the right to accept or reject such offer on behalf of that Supplier (to the extent permitted by law). Offers may be rejected where there is a breach of these Booking Terms, a force majeure event, suspected fraud, suspicious bookings or incomplete or misleading information is provided. We will notify you of any cancellations or non-acceptance of an offer.
4. These Booking Terms govern your use of the Services, which includes your use of the Platform through which you may make such an offer to a Supplier. The provision of the Product you Book will be subject to the terms and conditions displayed on the Website in respect of such Product, any information made available to you during the Booking process, and the terms and conditions of the Supplier with whom you have a legal contract for the supply of the Product.
5. If you make a Booking, you agree to review and be bound by the applicable Supplier's terms and conditions and any other rules or policies related to the Product (the "**Supplier Terms**"). Notwithstanding the foregoing, to the extent that the Supplier Terms conflict with these Booking Terms in respect of your legal relationship with AA, these Booking Terms shall prevail.
6. By making a Booking, you warrant that you are at least 18 years of age, that you possess the legal authority to enter into both this binding agreement and a binding agreement with the Supplier, to use the Services, to purchase the Product, and that all information you supply is

true and accurate. You further agree that you will use the Platform to make only legitimate Bookings for you and/or others for whom you are legally authorized to act.

7. These Booking Terms and Supplier Terms can be updated or otherwise modified at any time and without notice for future Bookings, and you understand and agree that your continued access or use of the Services after such change confirms your acceptance of the updated Booking Terms. You have no claim for future Bookings based on the existing conditions.

## Intellectual Property and Use of the Platform

1. You acknowledge that, all intellectual property rights (including copyrights) to the software used for the provision of AA's Services on the Platform and information concerning a Product shall remain the exclusive property of AA, any licensor or third party Supplier (as the case may be). We grant you a non-transferable, non-exclusive license to download, access and use our Services via the Platform and the Website for your own personal, non-commercial purposes and for no other purpose.
2. As a condition of using the Platform or the Website, you agree to not use the Platform or Website or its contents or information:
  - where your use of the Platform or Website could result in a breach of any applicable law.
  - for any unauthorised commercial purpose.
  - in any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect.
  - for the purpose of harming or attempting to harm minors in any way.
  - to bully, insult, intimidate or humiliate any person.
  - to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
  - to use or interfere with, damage or disrupt the Services, the Platform or the Website in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users.
  - to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.
  - to upload terrorist content.

You also agree:

- Not to reproduce, duplicate, copy or re-sell any part of the Platform or Website save as specifically provided for in these Booking Terms, or seek to violate or circumvent any security measures in place to restrict your access to or use of the Services, the Platform or the Website.
- Not to disassemble, reverse engineer or otherwise decompile any software or applications contained in or available via the Services, the Platform or the Website, except as legally permitted.

- Where the Website contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. We have no control over the contents of those sites or resources.

## Pricing

1. The price of each Product will be quoted on a per-person basis, unless otherwise specified.
2. Prices are based on the local tariff at the time of quoting, converted at the prevailing foreign- exchange rate as determined by AA.
3. If AA provides a currency converter, currency rates are based on various publicly available sources and should be used as guidelines only. Rates are not verified, and actual rates may vary. Currency quotes may not be updated on a daily basis, and AA does not warrant or guarantee accuracy. AA shall not be liable to you if prices change due to currency fluctuations.
4. Price quotations are subject to change without notice until a Booking is confirmed.

## Payments

1. When you make a Booking, AA collects your payment information and processes your payment. Full payment by credit or debit card is required to make a Booking, unless otherwise specified. The payee will be listed as Travel Partners LLC on your statement.
2. The value of your Booking may be subject foreign transaction, currency exchange or other fees. Your bank or payment card company may convert the payment into the local currency and may charge fees, resulting in differences between the amount displayed through the Platform, and the final amount charged to you. AA recommends that you contact your bank or card company if you have any questions concerning any applicable currency conversion or fees.

## Modifications or Cancellations

1. If you modify or cancel a Booking, the cancellation conditions stated on the Website in respect of such Product will apply. We advise the user to carefully read the information displayed on the Website in the Product description.

2. No refunds for cancellation or modification are available once an Experience has commenced, or in respect of any other services that have started to be utilized.
3. All change requests shall be processed by AA subject to the availability and agreement of the applicable Supplier. AA does not guarantee the success of any change request. To the extent the Supplier is unwilling or unable to accept such change request, then your right to a refund (if any) shall be governed by the cancellation terms of your Booking. Occasionally a Supplier may make a change to a Product after your purchase, including but not limited to the date, price, inclusions, coverage, age requirements, and/or any other Product features and/or requirements. As a result, AA reserves the right to cancel, change or substitute any Product that you have purchased, at any time, for any reason. If the change proposed by the Supplier is material (for example, a change in dates and/or a significant change to the itinerary), and you are dissatisfied with the alternative that is offered, you will be entitled to a full refund of the original purchase price.
4. We may decide, in our sole discretion (and to the extent permitted by law), that it is necessary or desirable for the protection of our interests, the Supplier's interests and/or your interests, to withdraw our Services resulting in an override of the Product's cancellation policy and the effective cancellation of a Booking. We will arrange to refund to you part or all of the amounts charged to you in connection with the applicable Booking in such circumstances. You agree that we and the applicable Supplier shall have no liability for such cancellations beyond a refund of the sums paid by you.

## Liability

1. We endeavor to ensure the accuracy of all the information and prices displayed to you during the provision of our Services via the Platform and Website. The Services provided by AA may however in exceptional cases include inaccuracies or errors, including in relation to reservation availability and pricing. AA does not guarantee the accuracy of, and disclaims all liability for, any errors or other inaccuracies relating to the information and description of the Products and other Services (including, without limitation, the pricing, availability, photographs, features, inclusions and exclusions, general Product descriptions, etc.). In addition, AA expressly reserves the right to correct any availability and pricing errors and/or on bookings made under an incorrect price. We will not be liable for Booking errors which are attributable to you.
2. Notwithstanding the above, in cases where details other than price are materially incorrect we will offer you the choice of continuing with your Booking or cancelling with a full refund of money paid on that Booking only.
3. Where inaccuracies relate to the understatement of the price of a specific Product you will be offered either a full refund of money paid on that Booking or the opportunity to maintain the Booking on receipt of the additional payment.

4. The Suppliers are independent contractors and not agents or employees of AA. AA is not liable for the acts, errors, omissions, representations, warranties, breaches, negligence or misconduct of any such Suppliers or for any personal injury, death, property damage, or other damages or expenses resulting therefrom or otherwise arising from any Booking or use of a Product, unless caused by AA's negligence. AA has no liability and will make no refund in the event of any delay, cancellation, overbooking, strike, force majeure or other causes beyond their direct control, and they have no responsibility for any additional expense, omissions, delays, re-routing or acts of any government or authority.
5. Save to the extent such liability cannot be limited or excluded by law, in no event shall AA be liable for any direct, indirect, punitive, incidental, special, exemplary or consequential damages arising out of, or in any way connected with, a Product or a Booking, or your access to, display of or use of the Services whether based on negligence, contract, tort, strict liability, or otherwise, and even if AA has been advised of the possibility of such damages.
6. If AA is found liable for any loss or damage that arises out of or is in any way connected with your use of the Services or with a Booking or use of a Product, then AA's liabilities will in no event exceed, in the aggregate, three-times the sum paid to AA in respect of the Booking giving rise to the claim.

## **General**

### **Privacy and Personal Data**

1. If you are a consumer, please note that these Booking Terms, their subject matter and their formation, are governed by the laws of the Emirate of Dubai and the applicable federal laws of the United Arab Emirates. You and we both agree that the courts of the Emirate of Dubai will have non-exclusive jurisdiction.
2. If you have a complaint, the complaint must be promptly submitted to us, and in any event not later than 7 days following the event triggering the complaint. Where the complaint relates to the Platform and components of which we are responsible we will endeavor to resolve the issue within 30 days. Where the complaint relates to Products that have been booked by you through the Platform and provided by third party suppliers, you will need to contact the supplier directly and promptly in accordance with the terms and conditions of your Booking of the supplier's Product.
3. The invalidity or unenforceability of any provision (in whole or part) of these Booking Terms shall not affect the validity or enforceability of the remaining provisions (in whole or part). The whole or part of any provision which is held by a court of competent jurisdiction to be invalid or unenforceable shall be deemed deleted from these Booking Terms.
4. These Booking Terms are personal to you. You shall not be entitled to assign these Booking Terms in whole or in part to any third party without our prior written consent.

5. These Terms represent the entire agreement between us and you and supersede and replace all and any previous terms, conditions, agreements and arrangements in respect of your use of our Services, the Platform and the Website.
6. Any failure by us to enforce any of these Booking Terms shall not be a waiver of them or limit the right to subsequently enforce any of these Booking Terms.
7. A person who is not a party to these Booking Terms shall have no right to enforce any provision of these Booking Terms.
8. AA respects your privacy. Please go to [this link](#) for further information.
9. AA will comply with, and will ensure that its Suppliers' comply with all applicable data protection laws. Personal data collected due to the nature of the Service (including but not limited to name, contract details and credit card details) will only be used for the purposes for which it is collected and not for marketing or promotion (unless your express consent is otherwise given).