

GENERAL CONDITIONS OF SALE

www.myseaexperience.com

1. GENERAL INFORMATION

The ownership of this web site www.myseaexperience.com, (hereinafter Web Site) is held by: CESGRE CRUCEROS SL, with Tax Identification Number: B57955619 and registered in: Registro Mercantil Palma de Mallorca; and whose registry details are: , and whose contact details are:

Address: Ctra Cala Dor-Calonge A Finca

Contact telephone: 628591660 Contact

email: myseaexperience@gmail.com

This document (as well as other documents mentioned herein) regulates the conditions governing the use of this Website (www.myseaexperience.com) and the purchase or acquisition of products and/or services on it (hereinafter, Conditions).

For the purposes of these Terms and Conditions, it is understood that the activity that My Sea Experience carries out through the Website comprises:

Sale of maritime excursions and passenger transport by sea.

In addition to reading these Conditions, before accessing, browsing and/or using this website, the User must have read the Legal Notice and the General Conditions of Use, including the cookies policy, and the privacy and data protection policy of My Sea Experience. By using this Website or by making and/or requesting the purchase of a product and/or service through it, the User agrees to be bound by these Terms and Conditions and by all of the above, so if you do not agree with all of the above, you should not use this Website.

Asimismo, se informa que estas Condiciones podrían ser modificadas. El Usuario es responsable de consultarlas cada vez que acceda, navegue y/o use el Sitio Web ya que serán aplicables aquellas que se encuentren vigentes en el momento en que se solicite la adquisición de productos y/o servicios.

We also inform you that these Conditions may be modified. The User is responsible for consulting them each time he/she accesses, browses and/or uses the Website, as those in force at the time the purchase of products and/or services is requested will be applicable.

For all questions that the User may have in relation to the Conditions, he/she can contact the owner using the contact details provided above or, where appropriate, using the contact form.

2. THE USER

Access, browsing and use of the Website confers the condition of user (hereinafter referred to, indistinctly, individually as User or jointly as Users), and therefore, from the moment browsing the Website begins, all the Conditions established herein are accepted, as well as their subsequent modifications, without prejudice to the application of the corresponding legal regulations of obligatory compliance as the case may be.

The User assumes responsibility for the correct use of the Website. This responsibility shall extend to:

To make use of this Website only to make enquiries and legally valid purchases or acquisitions.

Not to make any false or fraudulent purchases. If it could reasonably be considered that such a purchase has been made, it may be cancelled and the relevant authorities will be informed.

Provide truthful and lawful contact details, e.g. email address, postal address and/or other details (see Legal Notice and General Conditions of Use).

The User declares to be over 18 years of age and to have legal capacity to enter into contracts through this Website.

The User will be able to formalise, at his/her choice, with My Sea Experience the contract of sale of the desired products and/or services in any of the languages in which the present Conditions are available on this Website.

3. PURCHASE OR ACQUISITION PROCESS

Users may purchase on the Website by the means and in the manner established. They should follow the online purchase and/or acquisition procedure of www.myseaexperience.com, during which various products and/or services can be selected and added to the shopping cart, basket or final purchase space and, finally, click on: \"Buy and pay now\".

Likewise, the User must fill in and/or check the information requested at each step, although, during the purchase process, before making the payment, the purchase details may be modified.

Subsequently, the User will receive an email confirming that My Sea Experience has received his order or purchase request and/or service provision, that is to say, the order confirmation. And, if applicable, you will also be informed by e-mail when your purchase is being sent.

Once the purchase procedure has been completed, the User consents to the Website generating an electronic invoice which will be sent to the User by email. Likewise, the User can, if he/she so wishes, obtain a copy of his/her invoice on paper, by requesting it to My Sea Experience using the contact spaces on the Website or through the contact details provided above.

The User acknowledges being aware, at the time of purchase, of certain particular conditions of sale concerning the product and/or service in question and which are shown together with the presentation or, where appropriate, image of the same on its page on the Website, indicating, by way of example, but not exhaustively, and on a case-by-case basis: name, price, components, weight, quantity, colour, details of the products, or characteristics, the way in which they will be carried out and/or the cost of the services; and acknowledges that the placing of the purchase order or acquisition materialises the full and complete acceptance of the particular conditions of sale applicable to each case.

The communications, purchase orders and payments involved in the transactions carried out on the Website may be archived and kept in the computerised records of My Sea Experience in order to constitute a means of proof of the transactions, in any

case respecting the reasonable conditions of security and the applicable laws and regulations in force in this respect, and particularly in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (RGPD) and Organic Law 3/2018 of 5 December on the Protection of Personal Data and the guarantee of digital rights, and the rights of Users in accordance with the privacy policy of this Website.

4. AVAILABILITY

All purchase orders received by My Sea Experience through the Website are subject to the availability of the products and/or that no circumstance or cause of force majeure (clause nine of these Conditions) affects the supply of the same and/or the provision of the services. In the event of difficulties in the supply of products or products not being in stock, My Sea Experience undertakes to contact the User and reimburse any amount that may have been paid by way of payment. This will also apply in cases where the provision of a service becomes infeasible.

5. PRICES AND PAYMENT

The prices displayed on the Website are final prices, in Euros (€) and include taxes, unless otherwise stated and implied by law, especially with regard to VAT.

Shipping costs are included in the final prices of the products as shown on the Website. Thus, My Sea Experience performs delivery and/or shipping services through: CESGRE CRUCERS SL.

In no case will the Web Site add additional costs to the price of a product or service automatically, but only those that the User has selected and chosen voluntarily and freely.

Prices may change at any time, but any changes will not affect orders or purchases for which the User has already received an order confirmation.

Accepted means of payment will be: Credit or debit card, and PayPal.

Credit cards will be subject to checks and authorisations by the issuing bank. If the issuing bank does not authorise payment, My Sea Experience will not be liable for

any delay or non-delivery and will not be able to enter into any contract with the User.

Once My Sea Experience receives the purchase order from the User through the Website, a pre-authorisation will be made on the corresponding card to ensure that there are sufficient funds to complete the transaction. The charge to the card will be made at the moment that the User is sent the shipping confirmation and/or confirmation of the service being provided in the manner and, if applicable, place established.

If the payment method is PayPal, the charge will be made when My Sea Experience sends a confirmation of the purchase order or acquisition of products and/or services to the User.

In any case, by clicking on "Buy and pay now" the User confirms that the payment method used is theirs.

6. ENTREGA

In those cases in which physical delivery of the contracted goods is required, deliveries will be made within the following territory: Spain (Peninsula and Balearic Islands).

With the exception of those cases in which there are unforeseen or extraordinary circumstances or, where appropriate, arising from the personalisation of the products, the purchase order consisting of the products listed in each purchase confirmation will be delivered within the period indicated on the Website according to the shipping method selected by the User and, in any case, within a maximum period of 30 calendar days from the date of the order confirmation.

If for any reason, for which it is responsible, My Sea Experience cannot meet the delivery date, it will contact the User to inform him/her of this circumstance and the User may choose to go ahead with the purchase by setting a new delivery date or cancel the order with a full refund of the price paid. In any case, home deliveries are made on working days.

If it is impossible to deliver the order due to the User's absence, the order may be returned to the warehouse. However, the carrier will leave a notice explaining where the order is and how to have it redelivered.

If the User is not going to be at the place of delivery in the agreed time slot, he/she should contact My Sea Experience to arrange delivery on another day.

In case 30 days have passed since the order is available for delivery, and it has not been delivered for reasons not attributable to My Sea Experience, My Sea Experience will understand that the User wishes to withdraw from the contract and it will be considered as terminated. As a consequence of the cancellation of the contract, all the payments received from the User will be refunded, with the exception of the additional expenses resulting from the User's own choice of a delivery method different from the less expensive ordinary delivery method offered by the Website, without any undue delay and, in any case, within a maximum period of 14 calendar days from the date on which the contract is considered cancelled.

However, the User must bear in mind that the transport derived from the resolution may have an additional cost that may be charged to the User.

For the purposes of these Conditions, delivery shall be deemed to have taken place or the order to have been delivered at the moment when the User or a third party indicated by the User acquires material possession of the products, which shall be evidenced by the signature of the receipt of the order at the agreed delivery address.

The risks that may arise from the products shall be borne by the User from the moment of delivery. The User acquires ownership of the products when My Sea Experience receives full payment of all amounts due in relation to the purchase or acquisition made, including shipping costs, or at the time of delivery, if this takes place at a later time than the full receipt of the amount paid by My Sea Experience.

In accordance with the provisions of Law 37/1992 of 28 December 1992 on Value Added Tax (VAT), purchase orders for delivery and/or service shall be understood to be located in the territory where Spanish VAT applies if the delivery address is in Spanish territory except for the Canary Islands, Ceuta and Melilla. The applicable VAT rate will be that legally in force at any given time depending on the specific article in question.

7. TECHNICAL MEANS TO CORRECT ERRORS

The User is informed that in the event that he/she detects that an error has been made when entering data necessary to process his/her purchase request on the Website, he/she may modify them by contacting My Sea Experience through the contact spaces provided on the Website, and, where appropriate, through those provided to contact customer service, and/or by using the contact details provided in the first clause (General Information). Likewise, this information may also be corrected by the User through his or her personal connection space on the Website.

In any case, the User, before clicking on "Buy and pay now", has access to the space, cart, or basket where their purchase requests are noted and can make modifications.

Similarly, the User is referred to consult the Legal Notice and General Conditions of Use and, specifically, the Privacy Policy to obtain more information on how to exercise their right of rectification as established in Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (RGPD) and in Organic Law 3/2018 of 5 December on the Protection of Personal Data and the guarantee of digital rights.

8. RETURNS

In cases where the User purchases products on or through the Website of the Owner, the User is entitled to a number of rights, as listed and described below:

Right of Withdrawal The User, as a consumer and user, makes a purchase on the Website and therefore has the right to withdraw from said purchase within 14 calendar days without the need for justification.

This withdrawal period will expire 14 calendar days after the day on which the User or a third party authorised by the latter, other than the carrier, acquired the material possession of the goods purchased on the My Sea Experience Website or in the event that the goods making up his order are delivered separately, 14 calendar days from the day on which the User or a third party authorised by the User, other than the carrier, acquired the material possession of the last of these goods making up the

same purchase order, or in the case of a service contract, 14 calendar days from the day of the conclusion of the contract.

To exercise this right of withdrawal, the User must notify My Sea Experience of his decision. This can be done, where appropriate, through the contact spaces provided on the Website.

The User, regardless of the means he chooses to communicate his decision, must express clearly and unequivocally that it is his intention to withdraw from the purchase contract. In any case, the User will be able to use the withdrawal form model that My Sea Experience makes available as an annexed part of these Conditions, however, its use is not compulsory.

In order to comply with the withdrawal period, it is sufficient that the communication unequivocally expressing the decision to withdraw is sent before the expiry of the withdrawal period.

In case of withdrawal, My Sea Experience will reimburse the User all payments received, including shipping costs (with the exception of the additional costs chosen by the User for a shipping method other than the least expensive method offered on the Website) without any undue delay and, in any case, no later than 14 calendar days from the date on which My Sea Experience is informed of the User's decision to withdraw.

My Sea Experience will reimburse the User using the same payment method used by the User to make the initial purchase transaction. This refund will not generate any additional cost to the User. However, My Sea Experience may withhold the refund until it has received the products or articles of the purchase, or until the User provides proof of their return, depending on which condition is met first.

The User can return or send the products to My Sea Experience at: And must do so without any undue delay and, in any case, no later than 14 calendar days from the date on which My Sea Experience was informed of the withdrawal decision.

The User acknowledges being aware that he/she shall bear the direct cost of returning the goods (transport, delivery), should any be incurred. In addition, he/she shall be liable for any diminished value of the products resulting from handling other

than that necessary to establish the nature, characteristics and functioning of the goods.

The User acknowledges that there are exceptions to the right of withdrawal, as set out in article 103 of Royal Legislative Decree 1/2007, of 16 November, which approves the revised text of the General Law for the Defence of Consumers and Users and other complementary laws. By way of example, and not exhaustively, this would be the case of: personalised products; products that may deteriorate or expire quickly; music or video CDs/DVDs without their packaging, as sealed at the factory; products that for reasons of hygiene or health are sealed and have been unsealed after delivery.

The same applies to the provision of a service that the User may contract on this Website, as this same Law establishes that Users will not have the right of withdrawal when the provision of the service has been completely executed, or when it has begun, with the express consent of the consumer and user and with the recognition on their part that they are aware that, once the contract has been completely executed by My Sea Experience, they will have lost their right of withdrawal.

In any case, no refund will be made if the product has been used beyond the mere opening of the product, or products that are not in the same condition in which they were delivered or that have suffered any damage after delivery.

Asimismo, se debe devolver los productos usando o incluyendo todos sus envoltorios originales, las instrucciones y demás documentos que en su caso los acompañen, además de una copia de la factura de compra.

You can download the model withdrawal form at the following link:

Return of defective products or delivery error

This refers to all those cases in which the User considers that, at the time of delivery, the product does not conform to what was stipulated in the contract or purchase order, and should therefore contact My Sea Experience immediately and inform them of the existing non-conformity (defect/error) by the same means or using the contact details provided in the previous section (Right of Withdrawal).

The User will then be informed on how to proceed with the return of the products, and these, once returned, will be examined and the User will be informed, within a reasonable period of time, whether the refund or, if applicable, the replacement of the product is appropriate.

The refund or replacement of the product will be made as soon as possible and in any case within 14 days from the date on which we send you an e-mail confirming the refund or replacement of the non-conforming item.

The amount paid for those products that are returned because of a defect, when it actually exists, will be refunded in full, including delivery costs and the costs that the User may have incurred to make the return. The refund will be made by the same means of payment that the User used to pay for the purchase.

In any case, the rights recognised in the legislation in force at any given time for the User, as a consumer and user, shall always apply.

Guarantees

The User, as a consumer and user, enjoys guarantees on the products that he/she can acquire through this Website, in the terms legally established for each type of product, My Sea Experience being liable, therefore, for the lack of conformity of the same that is manifested within a period of three years from the delivery of the product.

In this sense, it is understood that the products are in accordance with the contract provided that: they conform to the description made by My Sea Experience and possess the qualities presented in the same; they are suitable for the uses to which products of the same type are normally destined; and they present the usual quality and features of a product of the same type and that they are fundamentally expected from the same. When this is not the case with regard to the products delivered to the User, the User must proceed as indicated in the section Return of defective products or delivery errors. However, some of the products marketed on the Website may present non-homogeneous characteristics as long as these derive from the type of material from which they have been manufactured, and which will therefore form part of the individual appearance of the product, and will not be a defect.

On the other hand, it may be the case that the User acquires on the Website a product of a brand or manufactured by a third party. In this case, and considering that the User is dealing with a defective product, he/she also has the possibility of contacting the brand or manufacturer responsible for the product to find out how to exercise his/her legal warranty rights directly against them during the three years following the delivery of the said products. In order to do so, the User must have retained all information regarding the warranty of the products.

9. EXEMPTION FROM LIABILITY

Unless otherwise provided by law, My Sea Experience accepts no liability for the following losses, irrespective of their origin:

- Any losses which were not attributable to any breach by it.
- Business losses (including loss of business profits, revenue, contracts, anticipated savings, data, loss of goodwill or unnecessary expenses incurred).
- Any other indirect loss which was not reasonably foreseeable by both parties at the time the contract of sale of the products was concluded between the two parties.

My Sea Experience also limits its liability in the following cases:

- My Sea Experience applies all measures to provide a faithful display of the product on the website, however, it is not responsible for the slightest differences or inaccuracies that may exist due to lack of screen resolution, or problems with the browser being used or others of this nature.
- My Sea Experience will act with the maximum diligence in order to make available to the company in charge of the transport of the product object of the purchase order. However, it is not responsible for damages caused by a malfunctioning of the transport, especially for causes such as strikes, road delays, and in general any other typical of the sector, resulting in delays, losses or thefts of the product.
- Technical failures due to fortuitous or other causes that prevent the normal operation of the service via the Internet. Lack of availability of the website due to maintenance or other reasons, which prevents the availability of the service. My Sea Experience puts all the means at its disposal in order to carry

out the process of purchase, payment and shipment/delivery of the products, however it is exempt from liability for causes that are not attributable to it, fortuitous event or force majeure.

- My Sea Experience will not be responsible for the misuse and/or wear and tear of the products used by the User. At the same time, My Sea Experience will not be responsible for an erroneous return made by the User. It is the responsibility of the User to return the correct product.
- In general, My Sea Experience shall not be liable for any failure or delay in the fulfilment of any of the obligations assumed, when the same is due to events beyond its reasonable control, i.e. due to force majeure, and this may include, but is not limited to:
 - Strikes, lockouts or other industrial action.
 - Civil commotion, riot, invasion, terrorist threat or attack, war (declared or undeclared) or threat or preparation for war.
 - Fire, explosion, storm, flood, earthquake, subsidence, epidemic or any other natural disaster.
 - Inability to use trains, ships, planes, motorised transport or other means of transport, public or private.
 - Inability to use public or private telecommunication systems.
 - Acts, decrees, legislation, regulations or restrictions of any government or public authority.

In this way, the obligations will be suspended during the period in which the force majeure continues, and My Sea Experience will have an extension in the deadline to fulfill them for a period of time equal to the duration of the force majeure. My Sea Experience will use all reasonable means to find a solution that will allow it to fulfill its obligations despite the force majeure.

10. WRITTEN COMMUNICATIONS AND NOTICES

By using this Web Site, the User agrees that most communications with My Sea Experience will be electronic (e-mail or notices posted on the Web Site).

For contractual purposes, the User consents to use this electronic means of communication and acknowledges that all contracts, notices, information and other

communications that My Sea Experience sends electronically comply with the legal requirements of being in writing. This condition shall not affect the rights recognized by law to the User.

The User may send notifications and/or communicate with My Sea Experience through the contact details provided in these Terms and Conditions and, where appropriate, through the contact spaces on the Website.

Likewise, unless otherwise stipulated, My Sea Experience may contact and/or notify the User by e-mail or at the postal address provided.

11. WAIVER

No waiver by My Sea Experience of any particular legal right or action or failure by My Sea Experience to require strict performance by the User of any of its obligations shall constitute or waive any other right or remedy arising under a contract or the Conditions, or relieve the User from the performance of its obligations.

No waiver by My Sea Experience of any of these Terms or of any rights or remedies arising under any contract shall be effective unless it is expressly stated to be a waiver and is formalized and communicated to the User in writing.

12. NULLITY

If any of these Conditions should be declared null and void by a final decision issued by a competent authority, the rest of the clauses shall remain in force, without being affected by such declaration of nullity.

13. COMPLETE AGREEMENT

These Terms and Conditions and any document expressly referred to herein constitute the entire agreement between the User and My Sea Experience in connection with the subject matter of the sale and purchase and supersede any prior covenant, agreement or promise made orally or in writing by the same parties.

The User and My Sea Experience acknowledge having consented to the conclusion of a contract without having relied on any statement or promise made by the other party, except for what is expressly mentioned in these Conditions.

14. DATA PROTECTION

The information or personal data that the User provides to My Sea Experience in the course of a transaction on the Website, will be treated in accordance with the provisions of the Privacy Policy or data protection (contained, where appropriate, in the Legal Notice and General Conditions of Use). By accessing, browsing and/or using the Website, the User consents to the processing of such information and data and declares that all information or data provided are truthful.

15. APPLICABLE LAW AND JURISDICTION

Access to, browsing and/or use of this Web Site and contracts for the purchase of products through it shall be governed by Spanish law.

Any controversy, problem or disagreement arising out of or related to the access, navigation and/or use of the Web Site, or the interpretation and execution of these Conditions, or the sales contracts between My Sea Experience and the User, shall be submitted to the non-exclusive jurisdiction of the Spanish courts and tribunals.

16. COMPLAINTS AND CLAIMS

The User may send to My Sea Experience their complaints, claims or any other comments they wish to make through the contact details provided at the beginning of these Conditions (General Information).

In addition, My Sea Experience has official complaint forms available to consumers and users, which they can request from My Sea Experience at any time, using the contact details provided at the beginning of these Terms and Conditions (General Information).

Also, if a dispute arises from the conclusion of this purchase contract between My Sea Experience and the User, the User as a consumer may request an out-of-court dispute resolution, in accordance with Regulation (EU) 524/2013 of the European Parliament and of the Council of 21 May 2013 on the settlement of consumer disputes online and amending Regulation (EC) 2006/2004 and Directive 2009/22/EC. You can access this method through the following website: <https://ec.europa.eu/consumers/odr/>.

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