

GENERAL TERMS AND CONDITIONS AND PRIVACY POLICY – ECO VIAGENS

Welcome to the portal tours.ecoviagens.com (hereinafter referred to as the “Web Portal”). Before using our Web Portal or booking any of our activities, please read carefully the following Terms and Conditions and our Privacy Policy. By accessing and using this Web Portal, you demonstrate full acceptance of all its content.

If you purchase any product or service available on the Web Portal, these TERMS & CONDITIONS, together with the specific terms applicable to such product or service, must be read and accepted before completing the booking. In case of contradiction between these provisions, the specific terms of the product/service shall prevail only in respect to the conflicting matter. For all remaining issues, these Terms & Conditions shall apply. For the purposes of these TERMS & CONDITIONS, the terms “product(s)” and “service(s)” do not imply any representation, warranty, or advice regarding suitability for the intended purpose, whether express or implied, by the respective user. None of these TERMS & CONDITIONS shall affect any mandatory rights you may hold as a consumer under applicable law.

I. TERMS AND CONDITIONS FOR USE OF THE WEB PORTAL

1. Ownership and Identification of the Company

- The domain name and website tours.ecoviagens.com (the “Web Portal”), including all its contents, such as logos, registered trademarks, products, and services displayed therein, belong to Eco Viagens e Turismo, Lda. (hereinafter referred to as “Eco Viagens” and, throughout these TERMS & CONDITIONS, identified in the first-person plural).
- Registered Office: Av. Tomás Cabreira, Edifício Concorde, Loja 1B-2B, Praia da Rocha, 8500-802, Portimão, Algarve - Portugal.
- Contacts:
 - o Email: excursions@ecoviagens.pt
 - o Telephone: (+351) 282 410 110 (Call to national landline network)
- Registrations and Licences:
 - o Company registered at the Commercial Registry of Portimão under NIPC 503 664 103.
 - o Share Capital: €100,000.00.
 - o RNAVT (National Register of Travel and Tourism Agencies) Licence: No. 2176.
 - o Economic Activity Code (CAE): 79110-R3 – Travel agency activities.
- These Terms and Conditions aim to define the rules governing access and use of the Web Portal and the contracting of the activities, excursions, and tours made available therein.

2. Access and Use of the Web Portal

- Access to the Web Portal is carried out by clients and users who agree to comply with all provisions of these Terms and Conditions, including any updates. It is recommended that you read this document carefully and regularly before browsing the Web Portal.
- The Web Portal is intended for direct product booking/purchase and should be used only by adults with the legal capacity to make purchases or contract the offered services.
- Registration on the Web Portal, when applicable, grants the client a personal and non-transferable right of access to the functionalities provided, to be used solely for personal purposes.
- Eco Viagens may provide users with a password for access to certain services, which must be kept confidential. The user agrees not to share it with third parties or permit unauthorised access.
- By using the Web Portal, users agree to:
 - o Comply with all instructions issued by Eco Viagens regarding use of the Web Portal.
 - o Ensure that the information and content provided are free of viruses or other harmful elements.
 - o Not use the Web Portal for unlawful, abusive, or harmful purposes or in ways that may damage Eco Viagens or third parties.
 - o Not perform massive searches or use automated tools (robots, spiders) to extract information from the Web Portal without prior authorisation.

We may use the information provided by visitors to measure entry and exit points, page visits, and search details across the website. We may also use such information in the future to assess the usage of links included in the site, particularly advertising links.

3. Intellectual Property and Copyright

- All copyright and intellectual property rights related to the Web Portal (content, images, logos, trademarks, technology, processes) belong to Eco Viagens or its lawful holders, unless otherwise stated. The content of this Web Portal may not be reproduced or altered for commercial or other purposes without our express prior written consent.
- It is forbidden to copy, reproduce, modify, or otherwise use the contents of the Web Portal for commercial or other purposes without prior written authorisation from Eco Viagens.
- For the sole purpose of completing a transaction, any person may copy part of this content provided that: (i) the content is not used for commercial purposes without our express prior written consent; (ii) all copyright or intellectual property notices are retained in the copies; (iii) products, technologies, or processes described in this Web Portal may be subject to intellectual property rights reserved by us or by third parties (no licence is hereby granted); and (iv) images and logos on this Web Portal may not be reproduced or copied in any way without our or the rightful owner's written consent.

4. Commercial and Non-Commercial Use

- This Web Portal is primarily intended for personal, non-commercial use.
- The products and services advertised may also be provided on a commercial basis (e.g., to tour operators), provided that the commercial user clearly communicates these TERMS & CONDITIONS to their clients. By using this Web Portal for commercial purposes, the commercial user guarantees that their clients consent to these TERMS & CONDITIONS, including those concerning personal data, which Eco Viagens may process according to its Privacy and Security Policies.
- We reserve the right to charge for such commercial use according to our applicable rate schedule, which will be communicated in advance. However, we do not assume any contractual obligation to notify users of commercial usage.
- Any other uses are not permitted without our prior written consent. The following uses are expressly prohibited: (i) including Web Portal information in price-comparison engines; (ii) accessing the Web Portal through robots, spiders, or other automated search tools; (iii) performing mass queries for purchase analysis purposes.

5. Limitation of Liability (Regarding the Web Portal)

- Although we have taken all due diligence in preparing the Web Portal content, the information, names, images, photographs, logos, and icons relating to us or to the products and services we supply (especially those provided by third parties or selected partners) are published on the assumption that they are currently available but do not imply representation, agency, or warranty of any kind, whether express or implied, including but not limited to quality, fitness for purpose, legality, compatibility, security, or reliability. To the fullest extent permitted by law, all warranties are hereby excluded. In no event shall we be liable (whether in tort, contract, negligence, or administrative breach) for any indirect, consequential, or related damages, including without limitation loss of profits, information, or any special loss.
- We make no assurance that the information on this Web Portal is accurate, comprehensive, verified, or complete, and we accept no liability for any inaccuracies or insufficiencies.
- We do not guarantee that the functions or operations available on this Web Portal will be uninterrupted or error-free, that defects will be corrected, or that the Web Portal or its server are free of viruses or computer errors or any other harmful components. Furthermore, we do not guarantee the full functionality or accuracy of the functions or operations provided.
- Eco Viagens shall not be held responsible for errors or omissions in user-provided information, interruptions to Web Portal access, or losses caused by viruses or cyberattacks.
- It is the user's responsibility to protect their own devices and data.
- If any of these TERMS & CONDITIONS (or related product/service terms) are found to be illegal, invalid, or unenforceable by law in any jurisdiction, they shall, to the extent of such invalidity, be deemed void only in that jurisdiction, without affecting the validity or enforceability of the remaining provisions.

6. Indemnity

- The user agrees to indemnify and hold harmless Eco Viagens, its employees, agents, and representatives, against any damages, losses, liabilities, expenses, and costs (including legal fees) arising from:
 - o Improper or unauthorised use of the Web Portal;
 - o Breach of these Terms and Conditions; or
 - o Provision of false, inaccurate, or misleading information.

This indemnity extends to any action or claim by third parties resulting from the user's actions, omissions, or misuse of the Web Portal or its contents.

7. Changes to the Web Portal and to the Terms and Conditions

- Eco Viagens reserves the right, without prior notice, to remove, discontinue, or modify any of the products, services, or features displayed on the Web Portal. In such cases, Eco Viagens shall not be liable for any resulting losses or damages.
- We also reserve the right to modify these TERMS & CONDITIONS at any time, by publishing updated versions on the Web Portal. Changes become effective upon publication, and it is the responsibility of the user to review them regularly to remain informed of the latest version. Continued use of the Web Portal after such updates constitutes full acceptance of the revised terms.
- We recommend printing and keeping a copy of these TERMS & CONDITIONS, together with the specific terms and conditions applicable to the product or service booked.

8. Third-Party Content and Hyperlinks

- The Web Portal may contain links or references to third-party content or websites. Such links are provided solely for the convenience of the user and do not constitute any form of endorsement or recommendation by Eco Viagens.
- Eco Viagens accepts no responsibility for the content, accuracy, legality, security, or availability of such external websites, nor for any information or services they may provide. By activating these links, the user leaves the Eco Viagens Web Portal, which is no longer under our control.
- Users are strongly advised to review the applicable terms of use and privacy policies of any third-party websites they visit. The inclusion of such links does not imply any guarantee of reliability, quality, or security, nor does it constitute an encouragement to engage in any transactions or business through those websites.

9. Communications and Monitoring

- All communications relating to these TERMS & CONDITIONS may be made electronically or by registered post. By using the Web Portal, you expressly consent to this mode of communication, which satisfies any legal requirement for written communication.
- Subject to our Privacy Policy, telephone calls and written communications (including emails) between users and Eco Viagens may be recorded or monitored for purposes of quality assurance, dispute resolution, or legal compliance. By using these communication methods, the user authorises such recording or monitoring.

10. Online Payment Security

- Eco Viagens is committed to ensuring that the Web Portal is entirely secure for online bookings and payments.
- Orders and payments made by debit or credit card are encrypted using SSL (Secure Sockets Layer) technology, designed to prevent unauthorised access or disclosure of information.
- Payment data, including credit card numbers, are not stored by Eco Viagens and are processed exclusively by certified financial entities under applicable laws and international security standards.
- Notwithstanding the above, users acknowledge that the use of the Internet carries certain inherent risks, which Eco Viagens cannot control. Accordingly, Eco Viagens shall not be liable for losses or delays in communication or payment processing caused by Internet transmission failures or other factors beyond its control.

11. Governing Law and Jurisdiction (Web Portal Use)

- These Terms and Conditions for Use of the Web Portal are governed by Portuguese law.
- Any disputes arising from their interpretation, application, or execution shall fall within the jurisdiction of the Portuguese courts, specifically the Court of Portimão, with express waiver of any other jurisdiction, unless otherwise required by mandatory legal provisions.

II. TERMS AND CONDITIONS FOR BOOKING ACTIVITIES, EXCURSIONS AND TOURS

These terms and conditions apply specifically to the booking and execution of activities, excursions, and tours (hereinafter referred to as "activities") offered by Eco Viagens e Turismo, Lda. By booking or participating in any of the activities made available through the Web Portal or by any other channel, the client acknowledges and accepts the following provisions.

1. Rates

- All prices are expressed in euros (€), per person, and include VAT at the legal rate in force, as per Decree-Law No. 221/85 of 3 July (VAT on the margin).
- The prices and descriptions of the products/services (and any promotional offers) displayed on the Web Portal are subject to change without prior notice, due to variations in legislative, fiscal, or supplier costs, or other circumstances beyond the control of Eco Viagens. All products, services, and offers are subject to availability and confirmation.
- Promotional campaigns and special offers are subject to limited availability and may include specific terms and conditions.

2. Languages and Inclusions

- Most of the activities offered by Eco Viagens are international in nature and are conducted primarily in English. Other languages may be available, subject to prior confirmation for each specific activity.
- Unless expressly indicated in the activity description, the prices do not include entrance fees to monuments, meals, drinks, personal expenses, or any other services not mentioned as “included”.

3. Booking and Payment Procedure

- Bookings (orders) may be made through the Web Portal at any time, or through other authorised sales channels of Eco Viagens.
- Products or services that have been booked and confirmed must be paid using the payment methods indicated on the Web Portal, including credit or debit cards.
- Eco Viagens reserves the right to cancel any booking that does not meet payment requirements. A booking shall be considered valid and confirmed only after payment has been received and a written confirmation or voucher has been issued to the client.
- By making a booking, the client declares to be of legal age and to possess the necessary capacity to enter into binding contracts under the terms set out herein.

4. Activity Confirmation

- Once the booking has been paid, the client will receive an electronic confirmation document (voucher or equivalent), which must be presented at the start of the activity.
- Clients are responsible for checking all details on their confirmation document and reporting any inaccuracies immediately.

5. Changes and Cancellations by Eco Viagens

- All activities are subject to operational changes that may arise from circumstances external to Eco Viagens, including but not limited to: Adverse weather conditions; Minimum participant requirements not being met; Alterations imposed by local suppliers; Safety or public order issues; Force majeure events.
- If an activity requires a minimum number of participants, Eco Viagens reserves the right to cancel it should that number not be reached. In such cases, the client will be notified at least 12 hours in advance, whenever possible. The client will then be offered an alternative date or, if not accepted, a full refund will be provided.
- Eco Viagens may also cancel an activity prior to its start due to unavoidable and extraordinary circumstances. In such instances, the client shall be entitled to a full refund, without any additional compensation.

6. Cancellations and Amendments by the Client

- The client may cancel participation in an activity at any time before it begins.
- Cancellations made at least 48 working hours before the scheduled start of the activity shall not incur any penalty, and a full refund will be issued. Cancellations made within less than 48 working hours of the scheduled start shall not be entitled to any refund, except in cases of proven force majeure.
- Failure to attend (“no-show”) or late arrival at the meeting point shall result in the loss of the right to a refund.
- Withdrawal from the activity after it has started, whether for personal reasons or otherwise, does not entitle the client to a refund, unless otherwise agreed by the service suppliers.
- Requests for changes to the booking (date, participants, or details) will depend on availability and may incur administrative fees or follow the same rules as cancellations.

7. Delays

- Clients are required to arrive punctually at the indicated meeting point and time for the start of the activity or for the pick-up service. Failure to appear at the designated place and time may result in exclusion from the activity without refund.
- If the pick-up service provided by Eco Viagens is delayed by more than 10 minutes, the client should immediately contact the emergency number (+351) 282 410 110 for clarification and assistance.
- Eco Viagens shall not be responsible for delays, losses, or inconveniences caused by the client's failure to comply with instructions or for cancellations and changes resulting from factors beyond its control (such as traffic, weather, strikes, or accidents).

8. Complaints

- Any non-compliance or irregularity in the performance of a service included in an activity must be reported immediately to Eco Viagens (or to its local representative or guide) at the time of occurrence or, at the latest, without unjustified delay so that the travel agency can act more swiftly on the complaint with suppliers, helping where possible, either in writing or by another appropriate means.
- Clients are also required to inform the respective service provider (e.g., guide, driver, restaurant) during the activity and request, whenever possible, supporting documentation of the occurrence.
- Complaints submitted after the conclusion of the activity may not be considered if the previous steps were not followed or no attempt at resolution was made during the event, as this hinders investigation and resolution.
- Claims related to delays, cancellations, or disturbances before or during the activity caused by external factors (traffic changes, interruptions or traffic jams due to natural causes, mechanical failures, demonstrations, accidents, or other unforeseen events) will not be accepted, as these are beyond Eco Viagens' control.
- Complaints will be handled according to applicable Portuguese and European Union consumer protection laws and the regulations of the competent authorities at the location where the service was provided.
- For alternative dispute resolution, see Section 17 of these Terms and Conditions.

9. Descriptions, Itineraries, Restaurants and Meals

- The descriptions, itineraries, and durations of activities presented by Eco Viagens are purely indicative and subject to alteration due to operational, meteorological, changes in local suppliers, or other constraining factors, always aiming to ensure the safety and satisfaction of participants.
- Eco Viagens and its suppliers reserve the right to modify routes, schedules, or sequences of visits whenever deemed necessary for reasons of safety, logistics, or the smooth running of the service, without prejudice to the overall quality of the experience.
- The restaurants and indicative meal options included in the activities (where applicable) may vary depending on the program, local availability, and dietary requirements of participants, or factors beyond the company's control.
- Special dietary restrictions (vegetarian, vegan, gluten-free, etc.) must be communicated in advance at the time of booking. Although Eco Viagens will make reasonable efforts to meet such requests, it cannot guarantee that all requirements will be fulfilled.

10. Restrictions, Special Conditions and Documentation

- Clients who have any personal restrictions or conditions, such as health issues, reduced mobility, dietary restrictions, pregnancy, weight limitations, or other relevant conditions, must inform Eco Viagens at the time of booking.
- Each activity may have its own specific conditions of participation and accessibility, particularly with regard to children, pregnant individuals, or persons with reduced mobility. It is the client's responsibility to verify these requirements prior to booking.
- Clients are also responsible for ensuring that they possess all necessary identification and travel documents, such as identity cards, passports, visas, whenever applicable, to travel freely in Portugal and/or abroad, depending on the activity destination.
- Special Conditions for Children: policies regarding age, height, tariffs, or activity type may vary depending on the supplier and the nature of the service provided. Clients must verify applicable conditions at the time of booking and comply with any restrictions imposed by law or by suppliers.

- Eco Viagens shall not be held responsible for the refusal of access or participation by local suppliers, authorities, or transport providers when the traveller fails to comply with the required conditions.

11. Insurance

- All activities, excursions, and tours organised by Eco Viagens include personal accident and civil liability insurance, in accordance with Portuguese law, covering the risks inherent to the services provided.
- Eco Viagens e Turismo, Lda. holds a civil liability insurance policy with AGEAS Seguros, policy number 008410126927, with coverage in the amount of €1,000,000.00 (one million euros).
- The insurance coverage excludes losses arising from negligence, non-compliance with safety instructions, theft of personal belongings, or circumstances beyond the organiser's control.

12. Liability

- Eco Viagens shall not be held liable for any damages or losses that are not directly attributable to its own actions, or that result from acts or omissions of the client, actions of third parties unrelated to the service provision, or unavoidable and extraordinary circumstances.
- Travel agencies are responsible to clients, even when services are performed by third parties (suppliers), without prejudice to the right of recourse, in accordance with applicable general terms.
- Clients are responsible for the safekeeping of their personal belongings during activities. Eco Viagens declines all responsibility for theft, loss, or damage to such items.
- When Eco Viagens acts solely as an intermediary (for example, when selling tickets or services operated by third parties), it shall only be responsible for booking errors including those arising from technical deficiencies in reservation systems attributable to it, and not for the actual performance of the service, which remains the responsibility of the service provider.
- The agency shall not be liable for booking errors attributable to the traveller or caused by unavoidable and exceptional circumstances.
- In cases of package travel, the organising travel agency is jointly liable with the retail agency before the traveller, in accordance with the applicable legislation, providing its professional opinion and retaining the right to take judicial action in case of disputes before competent bodies.

13. Assistance

- When the traveller (client) encounters difficulties during an activity organised by Eco Viagens, or is unable to complete it for reasons not attributable to them, Eco Viagens shall provide immediate assistance, including:
 - o Provision of appropriate information on health services, local authorities, and consular support;
 - o Assistance in establishing remote communications;
 - o Help in finding alternative solutions or arrangements.
- Clients may contact Eco Viagens at any time through the emergency number (+351) 282 410 110 (national fixed-line call).
- If the difficulty that justifies the request for assistance arises due to the client's deliberate or negligent behaviour, Eco Viagens reserves the right to charge a reasonable fee to cover the costs incurred due to the provision of such assistance.

14. Insolvency

- In the event of the insolvency of Eco Viagens e Turismo, Lda., clients (travellers) may have recourse to the Travel and Tourism Guarantee Fund (FGVT), and for this purpose must contact Turismo de Portugal, I.P.: Address: Rua Ivone Silva, Lote 6, 1050-124 Lisbon; Tel: (+351) 211 140 200; Email: info@turismodeportugal.pt.

15. Validity

- The specific conditions including itineraries and prices of each activity are valid only for the dates indicated in the respective description or booking confirmation.
- Eco Viagens reserves the right to amend these General Conditions at any time and whenever necessary, notifying the client of such changes, where applicable, with such changes becoming effective for future bookings after publication.

16. Governing Law and Jurisdiction

- These TERMS & CONDITIONS, and any specific terms related to products or services described on the Web Portal, are governed by Portuguese law.

- Any dispute concerning interpretation, validity, or enforcement shall fall under the jurisdiction of the Court of Portimão, Portugal, with express waiver of any other jurisdiction, unless otherwise required by mandatory legal provisions.

17. Alternative Dispute Resolution for Consumers (ADR)

- Pursuant to Law No. 144/2015 of 8 September (as amended), clients may submit disputes to Consumer Alternative Dispute Resolution (ADR) entities. The competent Consumer ADR entities for disputes are:

o Tourism Arbitration Commission of Portugal – www.turismodeportugal.pt

o CIMAAL – Algarve Centre for Consumer Conflict Information, Mediation and Arbitration – www.consumidoronline.pt

o Other ADR entities listed by the Directorate-General for Consumer Affairs (DGC) – www.consumidor.gov.pt

- Clients are encouraged to first attempt to resolve any disputes amicably before resorting to arbitration or judicial proceedings.

18. Clause Titles

- The clause titles (headings) used in these TERMS & CONDITIONS are provided solely for reference and convenience. They have no bearing on the interpretation or legal meaning of the clauses.

III. PRIVACY POLICY

1. Introduction

This Privacy Policy establishes how Eco Viagens e Turismo, Lda. (“Eco Viagens”) ensures the protection, confidentiality, and security of the Personal Data of its clients, employees, suppliers, partners, and any other individuals or entities (“Data Subjects”) with whom it interacts in the context of its professional activity.

As a travel agency and tour operator, Eco Viagens necessarily collects, uses, discloses, and processes Personal Data to provide travel and tourism services, manage bookings, and carry out other related operations. Eco Viagens is fully committed to safeguarding Personal Data and maintaining a controlled environment with technical, physical, electronic, human, organisational, and procedural measures that ensure compliance with the applicable legislation aligned with operational risks.

Under Regulation (EU) 2016/679 (General Data Protection Regulation – GDPR) and Law No. 58/2019 of 8 August (which ensures the implementation of the GDPR in Portugal), Eco Viagens e Turismo, Lda. acts as the Data Controller in respect of all personal information provided.

By providing their Personal Data, the Data Subject acknowledges that this Privacy Policy explains how Eco Viagens handles, processes, and protects such information, and consents to its collection, use, and disclosure in accordance with the terms set forth herein. If you do not agree with this Policy or any part of it, you should refrain from providing any Personal Data. Please note, however, that failure to provide certain information, as well as the withdrawal of consent that you have provided in accordance with this Policy, may affect our ability to provide or maintain some of its services, or negatively affect the quality of the services we may be able to provide (and/or, in some cases, make it impossible for Eco Viagens to provide some of its services).

2. Definition of Personal Data

Personal Data means data relating to an individual who can be identified from that data, or identifiable from the combination of that data with others. Generally, the type of Personal Data we collect is that which is necessary to facilitate the preparation of activities, support bookings, or to organize services and/or products on behalf of our clients. In this regard, we typically process the following types of Personal Data:

- Identification and contact data (such as name, address, date of birth, telephone number, email address, nationality, tax identification number);
- Payment and billing information – details of debit/credit cards are processed through secure payment gateways and are not stored by us, except for limited information for transaction management (bank details, debit or credit card number);
- Information relating to dietary needs, health conditions relevant to safe participation in the activity (if any and with the explicit consent of the data subjects);
- Information relating to preferences for activities or services and past bookings;
- Sensitive data (e.g., health or mobility information), collected only when necessary and with the explicit consent of the data subject;
- Data collected through the Web Portal, including IP address and cookie data (see Section 10).

We collect sensitive data (such as health data) only with the explicit consent of the data subject and when strictly necessary for the provision of the service (e.g., to ensure safety during an activity or to accommodate meals) or to comply with legal

obligations, always in accordance with applicable data protection laws. We will only collect sensitive data where such data is reasonably necessary or directly related to one or more of our operational functions or activities, unless we are required or authorised to do so by law.

When our clients contact us for other purposes, Personal Data related to those purposes may also be collected. For example, we may collect Personal Data in order to contact our clients in the context of a competition/campaign in which they have registered, or to respond to questions or comments they have submitted to us. We also collect data necessary for use in our commercial activities or by our related entities, including, for example, financial details required to process transactions, video-surveillance images used for security purposes, or other Personal Data that our clients may wish to provide.

3. How Personal Data Is Collected

We collect Personal Data only in accordance with local data-protection laws. Generally, Personal Data is collected in the context of contacts established with our clients, unless it is unreasonable or impracticable to do so. In general, such collection will take place when our clients:

- Contact us in person, by telephone or by e-mail.
- Visit us through our Web Portal or complete online forms.
- Contact us via social networks.
- Purchase or enquire about activities, excursions or tours.
- Participate in competitions or promotional campaigns.
- Subscribe to receive marketing communications (e.g., newsletters).
- Request information or brochures.

In certain circumstances, it may be necessary to obtain Personal Data about clients from third parties (e.g., when a booking is made on behalf of another person). In such cases, we rely on the person making the booking to have the authority to act on behalf of the other participants and to provide their Personal Data. You must inform us immediately if you become aware that your Personal Data was provided to us by another person without your consent or if such person did not obtain the necessary consent before supplying the Personal Data of a third party.

We make every effort to keep the Personal Data we hold accurate and complete and to ensure that all Personal Data is kept up to date. Please contact us if there is any change or if you become aware of any incorrect data (see Section 12 of this Policy). We cannot be held responsible for any losses arising from inaccurate, incorrect, defective or incomplete personal information supplied to us by the Data Subjects or by any person acting on their behalf.

4. Purposes of Processing Personal Data and How we Use it

We will only process Personal Data where there is a lawful basis to do so, and always for specific, explicit and legitimate purposes, in accordance with applicable data-protection legislation.

We will process Personal Data only where:

- We have been given consent to carry out such processing (which may be withdrawn at any time, as detailed in Section 7 of this Policy);
- The processing is necessary to provide our booking and activity services;
- The processing is necessary for compliance with legal obligations to which we are subject; and/or
- The processing is necessary for our legitimate interests or those of any third party receiving the Personal Data (provided that such interests do not override your rights and freedoms – see Section 5 of this Policy).

The purposes for which we collect and use Personal Data include:

- Providing advice and arranging bookings for activities, excursions and tours.
- Managing and administering the contracted services.
- Processing payments.
- Communicating with clients about their bookings and responding to information requests.
- Conducting analyses and evaluations related to our services.
- Making available services or tools chosen by our clients (for example, saving travel preferences on our Web Portal in a wish list or storing Personal Data to enable the pre-filling of online forms).
- Supporting internal organisation, accounting and compliance with fiscal or legal obligations.
- Sharing Personal Data with suppliers and partners directly involved in the provision of services (e.g., accommodation, transport, guides, restaurants, insurance companies), solely to the extent required for the execution of the contracted service. In such cases, Eco Viagens may provide suppliers with only the information necessary for the correct performance of the requested service. These suppliers process Personal Data under their own privacy policies, for which Eco Viagens is not

responsible, although it takes reasonable steps to ensure their compliance with applicable data-protection standards. We recommend that our clients review the privacy policies of any service providers acquired through Eco Viagens. Copies of the terms and privacy policies of the respective suppliers may be provided upon request.

- Identifying fraud or errors.
- Complying with legal or regulatory requirements.
- Ensuring the safety, health and well-being of travellers, and complying with applicable security and public-health legislation.
- Responding to client requests, complaints or comments.
- Developing, maintaining and improving our services, operations and digital platforms.
- Maintaining or enhancing our relationship with clients, including creating a profile to personalize the service.
- Detecting, preventing and investigating fraudulent or unlawful activities.
- Conducting statistical analyses, market research, customer satisfaction assessments and feedback collection.
- Creating anonymised or aggregated data for internal analysis, reporting and research.
- Facilitating client participation in loyalty programmes.
- Managing loyalty programmes or promotional campaigns in which clients have registered.
- Managing relationships with suppliers, partners and related entities in the scope of Eco Viagens' business.
- Performing recruitment and human-resources processes where Personal Data has been provided for that purpose.
- Sending marketing communications (with prior consent), such as newsletters about new activities, offers, and promotions.
- Any other purpose authorised or required by law.

We may use Personal Data for marketing purposes relating to our products and services (and those of third parties) which we consider may be of interest to our clients, unless they have requested not to receive such information. These communications may include emails, digital marketing and other electronic notifications (including SMS, MMS and IM). Personal Data will be used to send digital marketing material (including e-newsletters, email, SMS, MMS and IM) if clients have opted in to receive them. Clients may opt in to newsletters and other promotional material via links on our website or by requesting assistance from our staff.

Any individual who does not wish to receive marketing or promotional material may exercise their rights as described in Sections 7 and 12 below.

5. Data Sharing and Disclosure

Eco Viagens does not sell, rent or trade Personal Data. Personal Data will only be disclosed to third parties in the manner set out in this Notice and in compliance with applicable-data protection law.¹

We may disclose Personal Data to the following categories of recipients:

- Suppliers of activity services: tour operators, animation companies, guides, transport companies and other providers who are directly involved in the performance of the booked service.
- Service providers and business support partners: IT providers, hosting and data-storage providers, email service providers; Publishers, printers and distributors of marketing materials (with consent); Marketing or market research agencies (with consent and using aggregated/anonymised data where possible); Professional advisers such as lawyers, accountants and auditors.
- Payment processors and financial institutions.
- Persons making bookings on behalf of others (e.g., a family member, friend or colleague), limited to information necessary to manage the booking for the group.
- Governmental, judicial or regulatory authorities when required by applicable law (e.g., tax authorities, law enforcement, Turismo de Portugal I.P.).
- Insurance companies for the purpose of activating insurances included in the activities or processing insurance claims.
- In the circumstances described in Section 4 (Purposes), and any third party to whom we assign or transfer any of our rights or obligations.

Except as described above, we will not disclose Personal Data without consent unless we consider that disclosure is necessary to reduce or prevent a threat to life, to protect the health or safety of an individual, for public health or safety, or to enable action by a law-enforcement body (for example, prevention, detection, investigation or prosecution of criminal offences), or where disclosure is required or authorised by law (including applicable data-protection/privacy laws).

¹ In this Notice, the reference to “disclose” includes transferring, sharing verbally or in writing, sending, or making Personal Data available to another entity.

Our Web Portals and social media may include features provided by third parties (such as social-media buttons). These third parties may process Personal Data in accordance with their own privacy policies; we recommend reviewing those policies if you use such features.

6. Information Security

Eco Viagens is committed to protecting Personal Data by implementing and maintaining appropriate technical, organisational and human measures to ensure a level of security proportionate to the risks involved and to prevent accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access.

We regularly monitor and review our security controls and endeavour to protect Personal Data in the same way we protect our own sensitive business information. Personal Data is deleted or anonymised when no longer necessary for the purposes for which it was collected or as required by law.

As required by applicable data protection legislation (GDPR and Law No. 58/2019), we follow the necessary security procedures for the storage and viewing of the information provided to us, to prevent unauthorised access. Our security procedures may require us to request proof of identity before any information that may be considered sensitive is provided. In light of the foregoing, we reserve the exclusive right to refuse to provide any service or sell any product through this Web Portal where we consider it appropriate to do so.

We note that we cannot be held responsible for any deficiencies, problems, acts, errors or omissions relating to or resulting from our security procedures or those of our IT systems suppliers with regard to the personal information provided, beyond what is legally required.

7. Data Protection Rights

Data Subjects have the following rights in relation to their Personal Data:

- **Access:** the right to obtain a copy of Personal Data we hold about them.
- **Rectification:** the right to request correction of inaccurate or incomplete Personal Data.
- **Erasure (“right to be forgotten”):** the right to request deletion of Personal Data in certain circumstances (for example where the data is no longer necessary for the purpose for which it was collected, or consent is withdrawn and there is no other legal basis for processing).
- **Restriction of processing:** the right to request restriction of processing in certain circumstances.
- **Portability:** the right to receive Personal Data they have provided to us in a structured, commonly used and machine-readable format and to transmit it to another controller, in certain circumstances.
- **Objection:** the right to object to processing on grounds relating to their particular situation, including objection to processing for direct marketing purposes.
- **Withdraw consent:** where processing is based on consent, the right to withdraw consent at any time without affecting the lawfulness of processing based on consent before its withdrawal.
- **Not to be subject to automated decision-making:** the right not to be subject to a decision based solely on automated processing, including profiling, which produces legal effects concerning them or similarly significantly affects them.

To exercise any of these rights, please contact us using the contact details provided in Section 12 below. We will respond to requests within the legal timeframes (generally one month) and may require proof of identity before fulfilling a request.

The withdrawal of consent or request for restriction/erasure of Personal Data that is essential for the performance of contracted services may affect our ability to provide those services.

Eco Viagens reserves the right to refuse access to information for any reason permitted by applicable law. If an access or rectification request is refused, we will always inform you in writing of the reasons for the refusal, unless it is unreasonable to do so or where local data protection laws require otherwise.

Personal Data provided to Eco Viagens should be accurate and Data Subjects agree to update it when necessary. Additionally, they agree that, in the absence of any updates, Eco Viagens may assume that the data provided is correct.

Any Data Subject may at any time request to stop receiving marketing communications by using the unsubscribe links provided in marketing emails or by contacting us using the details in Section 12 of this policy.

8. Social Media Integrations

Eco Viagens’ websites may use social media features and tools (for example “Like” and “Share” buttons). These features are operated by third-parties companies (e.g., Facebook) and may be hosted either by those third parties or directly on our Web Portals. Social media tools may collect data about the page visited on our site, the visitor’s IP address and may set cookies to improve the functionality of the tools.

If you are logged into a social media service while using our site, that social network may be able to share/associate your visit and use of our Portal Web with your account on that service. In this way, interactions with social-media tools may be recorded by third parties. All interactions with social-media tools are governed by the privacy policy of the third-party company that provides them. If you have active social-media accounts, these may share certain data with us (e.g., name, profile picture, depending on your privacy settings). We may use this data for targeted marketing purposes, subject to your right to opt out via the social network's settings.

We recommend consulting the privacy settings of any social network you use and reviewing the privacy policies of those network providers.

9. Endereços IP

When you access our Web Portal, use any mobile application or open electronic communications from Eco Viagens, our servers may log details about the device or network you use, including your IP address. We use IP addresses for system administration, security incident investigation and to compile anonymised statistics on Web Portal usage. IP addresses may be associated with other Personal Data we hold about individuals for the purposes described above (for example, to better tailor marketing and advertising materials, provided you have opted in to receive digital marketing with your consent).

10. IP Addresses and Cookies

When you visit the Eco Viagens Web Portal, servers automatically record certain information, including your IP address, device information, and browser activity. This information is used for system administration, security, analytical purposes, and to improve our services. It may also be combined with other Personal Data to provide personalised services or content, where permitted by law.

Eco Viagens uses cookies and similar tracking technologies on its Web Portal to improve user experience, analyse traffic, and personalise content and advertising.

Cookies are small text files stored on your device. We use the following categories of cookies: Essential cookies — required for the basic functioning of the site; Performance cookies — to gather information on how the site is used; Functional cookies — to remember your preferences; Advertising cookies — to deliver relevant advertisements.

You can manage your cookie preferences through your browser settings. Please note that disabling certain cookies may affect the functionality of the Web Portal.

We may use third-party web analytics and similar services; these providers may set their own cookies. For detailed information please consult our Cookie Policy at: https://tours.ecoviagens.com/detail_1.php?content_id=56920283

11. Linked Websites

The Web Portal may contain links to external/third-party websites that are beyond the control of Eco Viagens. Eco Viagens is not responsible for the content, functionality, or privacy practices of such websites. We recommend reading their privacy policies, as their privacy practices and policies may differ from those of Eco Viagens. Users are encouraged to review the privacy policies of those external websites before providing any personal information.

12. Responsável pela Proteção de Dados, Feedback, Reclamações e Contacto

For any questions, comments, complaints or requests relating to this Privacy Policy or your Personal Data, or the processing and/or amendment/correction of your Personal Data, or to exercise your data protection rights, please contact our Data Protection Officer (DPO):

- Email: privacy@ecoviagens.pt
- Address: Eco Viagens e Turismo, Lda., A/C Responsável pela Proteção de Dados, Apartado 49, E.C. Teixeira Gomes, 8501-908 Portimão, Portugal.

We will respond to all queries and complaints received as promptly as possible. If you are dissatisfied with our response or believe your rights have been violated, you have the right to lodge a complaint with the competent supervisory authority: Portuguese Data Protection Authority (CNPd) – www.cnpd.pt.

13. Updates to this Privacy Policy

Eco Viagens reserves the right to amend this Privacy Policy at any time, without prior notice. If an amendment is made to the Policy, the revised version will be duly archived, published and dated on our Web Portal. If the changes are material, we may notify you directly or seek renewed consent, if legally required.

This Privacy Policy was last updated on: 27 October 2025.