

Please read these General Terms and Conditions carefully as they contain important information about your legal rights, remedies and obligations. By accessing, browsing or using the Website, you acknowledge and agree to have read, understood and agreed to the terms and conditions set out below (including the Privacy Statement).

1. SCOPE OF SERVICES

These general terms and conditions ("General Terms and Conditions") apply to offering of the Services by StopOver and its tailored white label services. Airtouch Oy operates the Website which acts as an interface between you and the various Service Providers offering the Services.

As the provider of the Website, Airtouch Oy does not own, create, sell, provide, control, manage, offer or deliver, nor is Airtouch Oy an organizer or retailer of travel packages under Act on Travel Service Combinations (901/2017). When you make a booking for a Service using the Website, you will be entering into a contract directly with the relevant Service Provider of that Service. Service Providers alone are responsible for their Services. Airtouch Oy is not and does not become a party to in any contractual relationship between the Customer and the Service Provider. From the point at which you make your Booking, we act solely as an intermediary between you and the Service Provider, transmitting the relevant details of your Booking to the relevant Service Providers and sending you a confirmation email for and on behalf of the Service Provider.

When rendering our Service, the information that we disclose is based on the information provided to us by Service Providers. As such, the Service Providers that market and promote their Service on the Website are given access to our Website and extranet through which they are fully responsible for updating all rates/fees/prices, availability, policies & conditions and other relevant information which is displayed on our Website. We will not verify if, and cannot guarantee that, all information is accurate, complete or correct, nor can we be held responsible for any errors (including manifest and typographical errors), any interruptions (whether due to any (temporary and/or partial) breakdown, repair, upgrade or maintenance of our Website), inaccurate, misleading or untrue information or non-delivery of information. Each Service Provider remains responsible at all times for the accuracy, completeness and correctness of the information displayed on our Website.

2. DEFINITIONS

The following definitions have the same meaning whether they are singular or plural.

"Booking" means the order, purchase, payment, booking or reservation of a Service.

"Customer" (or "you/your") means a customer who reserves and/or books one or more Services offered on the Website.

"General Terms and Conditions" means these general terms and conditions, as amended from time to time.

"Service" means a service offered by the Service Provider on the Website.

"Service Provider" means a professional provider of Service as from time to time available on the Website.

“Airtouch Oy” means, a limited liability company incorporated under the laws of the Finland.

“Website” means the alidad.art and its white label solutions.

3. ELIGIBILITY

The Customer must be at least 18 years old, be legally authorized to enter into contractual obligations at the time of Booking, have the requisite consent or authority to act for or on behalf of any persons included in a Booking and must use the Website in accordance with these General Terms and Conditions.

The Customer must also ensure and hereby confirm that the details provided for all parties to the Booking are full and accurate, that all parties agree to be bound by these General Terms and Conditions and that the Customer has the authority to accept and does accept these General Terms and Conditions on behalf of all individuals in the Booking.

4. PRICES

The prices are offered by the Service Providers on our Website. All prices for Services are displayed including Value Added Tax (VAT) and fees, unless stated differently on our Website or the confirmation email and/or ticket. Ticket prices are per person or group, as the case may be, and subject to validity or expiration as indicated on the ticket, if applicable. Applicable fees and taxes may be charged by the Service Provider in the event of a no-show or cancellation.

5. BOOKING SERVICES

You can book a Service available on the Website by following the respective booking process. All applicable fees, security deposit (if applicable) and any applicable taxes will be presented to you prior to booking a Service. You agree to pay the fees for any Booking requested.

Upon receipt of a booking confirmation, a legally binding agreement is formed between you and Service Provider, subject to any additional terms and conditions of the Service Provider that apply, including in particular the applicable cancellation policy and any rules and restrictions specified in the Service. Airtouch Oy will collect the fees at the time of the booking request.

You should carefully review the description of any Service you intend to book to ensure you (and any additional individual you are booking for) meet any minimum age, proficiency, fitness or other requirements which the Service Provider has specified in their Service description. At your sole discretion you may want to inform the Service Provider of any medical or physical conditions, or other circumstances that may impact your and any additional customer's ability to participate in any Service. In addition, certain laws, like the minimum legal drinking age in the location of the Service, may also apply. You are responsible for identifying, understanding, and complying with all laws, rules and regulations that apply to your participation in the Service.

Before and during the Service you must at all times adhere to the Service Provider's instructions. You may not bring any additional individuals to Service unless such an individual was added by you as an additional customer during the booking process on the Website

6. CONFIRMING BOOKING

The booking confirmation, which includes the essential elements, such as description of the Service booked, will be sent to the Customer by e-mail. If the Customer does not receive a booking confirmation e-mail within 24 hours of placing the booking, he / she should contact stopover@airtouch.fi

7. CANCELLATION AND CHANGES OF BOOKING

All changes and cancellations are to be made immediately to service provider. In case a medical condition is the reason for cancellation, medical certificate needs to be sent to service provider within two (2) days from the cancellation date.

By making a Booking with a Service Provider, you accept and agree to the relevant cancellation and no-show policy of the Service Provider, and to any additional (delivery) terms and conditions of the Service Provider that may apply to your Booking, including for services rendered and/or offered by the Service Provider. The relevant terms and conditions of a Service Provider can be obtained with the relevant Service Provider. The general cancellation and no-show policy of each Service Provider is made available on our Website during the booking procedure and in the confirmation email. Please note that certain rates, fees or special offers are not eligible for cancellation, refund or change.

Cancellation and prepayment policies may vary per service of each Service Provider. Please carefully read important information in your booking confirmation for additional policies as may be applied by the Service.

If you wish to review, adjust or cancel your Booking, please revert to the confirmation email. Please note that you may be charged for your cancellation in accordance with the Service Provider's cancellation, (pre)payment and no-show policy or not be entitled to refund or (pre)paid amount. We recommend that you read the cancellation, (pre)payment and no-show policy of the Service Provider carefully prior to making your Booking and remember to make further payments on time as may be required for the relevant reservation.

Service Providers reserve the right to change or cancel timetables or contents of the activity due to unforeseen reasons i.e. weather conditions or similar reason. All tours and/or routes can be changed or cancelled at any moment during the tour to assure the safety of Customers and/or employees.

In certain circumstances, Service Provider may decide, in its sole discretion, that it is necessary to cancel a confirmed Booking and make appropriate refund and payout decisions. This may be for reasons where Service Provider believes in good faith, while taking the legitimate interests of all parties into account, this is necessary to avoid significant harm to Service Provider, Customers, third parties or property, or for any of the reasons set out in these General Terms and Conditions.

8. INSURANCE

We advise all Customers to have valid travel insurance. This insurance should be obtainable in your country of residence and usually covers cancellation fees and, to some

extent, accidents that might occur. Airtouch Oy is not liable for any accidental damage or injury which has to be indemnified under the travel insurance of a customer.

9. CUSTOMERS WITH SPECIAL NEEDS

If you have any special needs or requests, please notify the relevant Service Provider beforehand. Program Services (e.g. trekking and rib safaris) can be physically demanding. If the Customer is having any type of health problems, including, but not limited to, heart disease, back problems or similar, or if the Customer is pregnant, he/she should consult their doctor prior to booking.

10. TOUR DETAILS

Please check each individual description of the Service details; such as minimum age, pick-up time/place and of what is included in the price (transportation, clothing etc.). If transportation is not included Customer is responsible for organizing transportation so that she/he can reach meeting point on time. Please note that some tours are operated further out from city area and reaching the departure point of the tour may take time. Airtouch Oy takes no responsibility of wrong bookings (such as if a trip is too demanding or the Customer (or any additional individual Customer are booking for) doesn't meet minimum age, proficiency, fitness or other requirements which the Service Provider has specified in their Service description. Airtouch Oy takes no responsibility of changes the Service Provider might make on tour details. Please make sure to give the right contact information (names, ages, and the pickup place).

11. LIMITATION OF LIABILITY

To the extent permitted by law, Airtouch Oy shall not be liable for (i) any punitive, special, indirect or consequential loss or damages, any loss of production, loss of profit, loss of revenue, loss of contract, loss of or damage to goodwill or reputation, loss of claim, (ii) any inaccuracy relating to the information of the Service Provider as made available on our Website, (iii) the Services rendered by the Service Provider or other business partners, (iv) any (direct, indirect, consequential or punitive) damages, losses or costs suffered, incurred or paid by you, pursuant to, arising out of or in connection with the use, inability to use or delay of our Website, or (v) any (personal) injury, death, property damage, or other (direct, indirect, special, consequential or punitive) damages, losses or costs suffered, incurred or paid by you, whether due to (legal) acts, errors, breaches, (gross) negligence, willful misconduct, omissions, non-performance, misrepresentations, tort or strict liability by or (wholly or partly) attributable to the Service Provider or any of our other business partners made available, offered or promoted on or through the Website, including any (partial) cancellation, overbooking, strike, force majeure or any other event beyond our control.

Airtouch Oy is not responsible (and disclaims any liability) for the use, validity, quality, suitability, fitness and due disclosure of the Service and makes no representations, warranties or conditions of any kind in this respect, whether implied, statutory or otherwise, including any implied warranties of merchantability, title, non-infringement or fitness for a particular purpose. You acknowledge and agree that the relevant Service Provider is solely responsible and assumes all responsibility and liability in respect of the Service. Airtouch Oy is not a (re)seller of the Service.

The Service Provider is responsible for the quality and safety of its operations. Customers are advised that the tour and its activities are undertaken entirely at their own risk. The

Customers have to follow the briefings carefully and obey all safety and dressing instructions given by the present guide.

The Website may contain links to third-party websites or resources. Such third-party services may be subject to different terms and conditions and privacy practices. Airtouch Oy is not responsible or liable for the availability or accuracy of such third-party services, or the content or services available from such third-party services.

12. DISCLAIMER

The Website is provided “as-is” and Airtouch Oy assumes no responsibility for the timeliness, deletion, miss-delivery or failure to store any user communications, personalization settings or content, information or other data. Airtouch Oy does not warrant that your use of the Website will be uninterrupted or error-free or that any security mechanisms implemented by the Website will not have inherent limitations.

Airtouch Oy reserves the right to at any time and from time to time to amend or discontinue, temporarily or permanently, the Website, either partly or fully, with or without notice. Customers agree that Airtouch Oy shall not be liable to the Customers or any third party for any such amendments, suspension or discontinuance of the Website.

13. PRIVACY POLICY

Our collection and use of personal information in connection with your access to and use of the Website is described in our Privacy Policy.

14. INTELLECTUAL PROPERTY RIGHTS

Unless stated otherwise, the intellectual property rights (including the copyrights) of the Website and contents and information of and material on our Website are owned by Airtouch Oy or any service Provider.

Intellectual property rights in connection with the Website that may be owned by third parties shall at all times remain with such third-party owners.

15. COMPLAINTS

All comments and complaints related to the equipment and condition of the Service must be presented immediately when the grounds for complaint occur and directly to the relevant Service Provider. If the Customer has not been in contact with the Service Provider within a reasonable time after the delivery of the Service, the Customer may lose the right to any compensation. Airtouch Oy is not responsible for and disclaims any liability in respect of such complaints, claims and (product) liabilities.

If the Customer and the relevant Service Provider cannot reach an agreement on the matter, the Customer may refer the matter to the Finnish Consumer Disputes Board (<http://kuluttajariita.fi/en/index.html>)

16. SEVERABILITY

If any part, term or provision of these General Terms and Conditions are partly or wholly held invalid, illegal or unenforceable, the validity or enforceability of other provisions, extent part and remainder of these General Terms and Conditions shall remain in full force and effect.

17. APPLICABLE LAW AND JURISDICTION

These Terms and Conditions shall be governed by and construed in accordance with the Finnish Law. The Finnish Courts shall have the exclusive jurisdiction to settle any dispute, controversy claim related to such a demand.

18. CHANGES TO THE GENERAL TERMS AND CONDITIONS

These General Terms and Conditions are valid from February 1, 2019 until further notice.

The General Terms and Conditions can be changed by Airtouch Oy at any time without prior notice. It is therefore essential that you read, save and/or print a copy of the General Terms of Services at the time the Booking is placed, in order to be aware of the provisions in force.

1-2025