

TERMS OF USE

1. GENERAL CONDITIONS

- 1.1. This User Agreement (hereinafter - the Agreement) applies to the Website EuroPhotoTour Ltd, located at www.europhototour.com, and to all relevant websites linked to www.europhototour.com.
- 1.2. Website www.europhototour.com (hereinafter referred to as the Website) is the property of EuroPhotoTour Ltd.
- 1.3. This Agreement governs the relationship between the Administration of the Website www.europhototour.com (hereinafter referred to as the Website Administration) and the User of this Website.
- 1.4. The Website administration reserves the right at any time to change, add or delete clauses of this Agreement without notifying the User.
- 1.5. Continued use of the Website by the User means acceptance of the Agreement and changes made to this Agreement.
- 1.6. The user is personally responsible for checking this Agreement for changes in it.

2. DEFINITIONS OF TERMS

- 2.1. The following terms have the following meanings for the purposes of this Agreement:
 - 2.1.1 EuroPhotoTour is a website, located on a domain name www.europhototour.com, which operates through an Website and related services.
 - 2.1.2. Website - a site containing information about the Goods, Services, the Seller, allowing you to select, order and (or) purchase the Goods and (or) Services.
 - 2.1.3. Administration of the Website - authorized employees, acting on behalf of EuroPhotoTour Ltd.
 - 2.1.4. Website User (hereinafter referred to as the User) is a person who has access to the Website through the Internet and uses the Website.
 - 2.1.5. The content of the Website (hereinafter - the Content) - the protected results of intellectual activity, including texts of literary works, their names, forewords, annotations, articles, illustrations, covers, musical works with or without text, graphic, textual, photographic, derivative, compound and other works, user interfaces, visual interfaces, trademark names, logos, computer programs, databases, as well as design, structure, selection, coordination, appearance, general style and layout of this Content, which is part of the Website and other intellectual property all together and / or separately contained on the Website.

3. SUBJECT OF THE AGREEMENT

- 3.1. The subject of this Agreement is the provision to the User of a Website an access to the Goods and Services provided on the Website.
 - 3.1.1. The Website provides the User with the following types of services (services):
 - access to electronic content on a free basis, with the right to purchase, download, view content;
 - access to search and navigation tools of the Website;
 - providing the User with the ability to post messages, comments, user reviews, rate the content of the Website;
 - access to information about the Goods and Services to information on the acquisition of Goods and Services on a free basis;
 - other types of services (services) sold on the pages of the Website.
 - 3.1.2. This Agreement covers all existing (actually functioning) at the moment services (services) of the Website, as well as any subsequent modifications and additional services (services) of the Website that appear in the future, including tours, excursions and any other services offered .
- 3.2. Access to the Website is provided free of charge.

3.3. This Agreement is a public offer. When accessing the Website, the User is considered to have acceded to this Agreement.

3.4. The use of materials and services of the Website is governed by the applicable laws of the Republic of Bulgaria

4. RIGHTS AND OBLIGATIONS OF THE PARTIES

4.1. The Website administration has the right:

4.1.1. Change the rules for using the Website, as well as change the content of this Website. Changes come into force from the moment the new version of the Agreement is published on the Website.

4.1.2. Restrict access to the Website in case the User violates the terms of this Agreement.

4.2. The user has the right to:

4.2.1. Get access to the use of the Website after compliance with the registration requirements.

4.2.2. Use all the services available on the Website, as well as purchase any Goods and Services offered on the Website.

4.2.3. To ask any questions related to the services of the Website by the details that are on the pages of the Website.

4.2.4. Use the Website solely for the purposes and procedure provided for by the Agreement and not prohibited by the legislation of the Republic of Bulgaria.

4.3. The user of the Website agrees:

4.3.1. Provide at the request of the Website Administration additional information that is directly related to the services provided on this Website.

4.3.2. Observe the property and non-property rights of authors and other copyright holders when using the Website.

4.3.3. Do not take actions that may be considered as violating the normal operation of the Website.

4.3.4. Do not disseminate using the Website any confidential and protected by the legislation of the Republic of Bulgaria information about individuals or legal entities.

4.3.5. Avoid any actions that may result in the violation of the confidentiality of information protected by the legislation of the Republic of Bulgaria.

4.3.6. Do not use the Website to disseminate advertising information, except with the consent of the Website Administration.

4.3.7. Do not use the services of the Website in order to:

4.3.7. 1. downloading content that is illegal violates any rights of third parties; promotes violence, cruelty, hatred and (or) discrimination on racial, national, gender, religious, social basis; that contains inaccurate information and (or) insults addressed to specific individuals, organizations, authorities.

4.3.7. 2. incentives to commit unlawful acts, as well as assistance to persons whose actions are aimed at violating restrictions and prohibitions in force in the territory of the Republic of Bulgaria.

4.3.7. 3. Violations of the rights of minors and (or) harm to them in any form.

4.3.7. 4. infringement of the rights of minorities.

4.3.7. 5. Representing yourself for another person or representative of an organization and (or) community without sufficient rights, including for employees of this online store.

4.3.7. 6. misleading regarding the properties and characteristics of any Goods or Services of the Website, posted on it.

4.3.7. 7. incorrect comparison of the Goods or Services, as well as the formation of a negative attitude towards persons (not) using certain Goods or Services, or the conviction of such persons.

4.4. The user is prohibited from:

4.4.1. Use any devices, programs, procedures, algorithms and methods, automatic devices or equivalent manual processes to access, acquire, copy or track the content of the Website;

4.4.2. Disrupt the proper functioning of the Website;

4.4.3. By any means bypass the navigation structure of the Website to obtain or attempt to obtain any information, documents or materials by any means that are not specifically provided by the services of this Website;

4.4.4. Unauthorized access to the functions of the Website, any other systems or networks related to this Website, as well as to any services offered on the Website;

4.4.4. Violate the security system or authentication on the Website or on any network related to the Website.

4.4.5. Perform a reverse search, track or try to track any information about any other User of the Website.

4.4.6. Use the Website and its Content for any purposes prohibited by the legislation of the Republic of Bulgaria, as well as incite any illegal activity or other activity that violates the rights of the Website or other persons.

5. USE OF THE WEBSITE

5.1. General conditions for using the website.

5.1.1. The Website and the Content included in the Website are owned and operated by the Website Administration.

5.1.2. The content of the Website cannot be copied, published, reproduced, transmitted or distributed in any way, as well as posted in the Internet without the prior written consent of the Website Administration.

5.1.3. The content of the Website is protected by copyright, trademark law, and other intellectual property rights and unfair competition laws.

5.1.4. The purchase of the Goods or Services offered on the Website may require the setting up a User account.

5.1.5. The User is personally responsible for maintaining the confidentiality of account information, including the password, as well as for all activities without exception that are carried out on behalf of the User of the account.

5.1.6. The user must immediately notify the Website Administration of the unauthorized use of his account or password or any other violation of the security system.

5.1.7. The Website administration has the right to unilaterally cancel the User's account if it has not been used for more than 24 calendar months in a row without notifying the User.

5.1.8. This Agreement applies to all additional terms and conditions on the purchase of the Goods and the provision of services provided on the Website.

5.1.9. The information posted on the Website should not be accepted as a change to this Agreement.

5.1.10. The Website administration has the right at any time without notice to the User to make changes to the list of Goods and services offered on the Website and (or) the prices applicable to such Goods for their sale and (or) the services provided by the Website.

5.2. Terms of payment for participation in tours and refund policy.

5.2.1. To reserve a place on the tour, an advance payment is required in the amount of 30% of the cost of the booked tour (if not indicated other information on the tour's page), which is a non-refundable amount if the participant refuses the trip.

5.2.2. Full payment for the tour must be made up to 2 months before the start of the tour (if not indicated other information on the tour's page), after which the tour is considered fully booked.

5.2.3. In the event that the User cancels the reservation of the tour less than 1 month before the date of the tour, the Website Administration reserves the right to withhold 100% of the tour price. If the reservation is canceled before the above date. The user is refunded the full amount of payment, with the exception of 30% (if not indicated other information on the tour's page) of the prepayment and costs of banking operations.

5.2.4. In the event that the tour is canceled by the organizers due to unforeseen circumstances or when the minimum number of participants is not reached, the User may be offered an alternative tour option,

or, if the User does not want to use the alternative Services, the full amount of the prepayment is refunded in full amount.

5.2.5. All the above terms in section 5.2. may be changed by timely (prior to the date of the first tour reservation) indicating the necessary information in the tour description on its website page.

5.2.6. The Website Administration reserves the right not to refund the payment for booking a tour in the event of the following circumstances:

- When canceling a tour due to force majeure circumstances, such as earthquakes, floods, hurricanes, etc.
- If the User fails to appear at the place of his start stated on the tour page, at the declared time;
- When the User is detained by law enforcement agencies or the border service of the country of residence during the tour.

6. RESPONSIBILITY

6.1. Any losses that the User may suffer in the event of intentional or reckless violation of any provision of this Agreement, as well as due to unauthorized access to the communications of another User, are not reimbursed by the Website Administration.

6.2. The Website administration is not responsible for:

6.2.1. Delays or malfunctions in the process of the operation occurring due to force majeure, as well as any case of malfunctions in telecommunication, computer, electrical and other related systems.

6.2.2. Actions of transfer systems, banks, payment systems and for delays associated with their work.

6.2.3. The proper functioning of the Website, if the User does not have the necessary technical means for its use, and also does not bear any obligations to provide users with such means.

6.2.4. The Website Administration is not responsible for the participants of the tour who violate the rules.

7. VIOLATION OF THE TERMS AND CONDITIONS OF THE USER AGREEMENT

7.1. The Website administration has the right to disclose any information collected about the User of this Website, if the disclosure is necessary in connection with an investigation or complaint regarding the misuse of the Website or to establish (identify) the User who may violate or interfere with the rights of the Website Administration or the rights of other Website Users.

7.2. The Website administration has the right to disclose any information about the User that it considers necessary to comply with the provisions of the current legislation or court decisions, to ensure compliance with the terms of this Agreement, to protect the rights or security of the name of the organization, Users.

7.3. The Website administration has the right to disclose information about the User if the current legislation of the Republic of Bulgaria requires or allows such disclosure.

7.4. The Website administration has the right to terminate and (or) block access to the Website without prior notice to the User if the User has violated this Agreement or the terms of use of the Website contained in other documents, as well as in case of termination of the Website or due to a technical or other problem.

7.5. The Website administration is not responsible to the User or third parties for terminating access to the Website in case the User violates any provision of this Agreement or other document containing the conditions for using the Website.

8. SETTLEMENT OF DISPUTES

8.1. In the event of any disagreement or disputes between the Parties to this Agreement, a prerequisite before applying to the court is a claim (a written proposal for the voluntary settlement of the dispute).

8.2. The recipient of the claim, within 30 calendar days from the date of its receipt, shall notify the claimant in writing of the results of the consideration of the claim.

8.3. If it is impossible to resolve the dispute on a voluntary basis, any of the Parties is entitled to apply to the court for the protection of their rights that are granted to them by the current legislation of the Republic of Bulgaria.

8.4. Any claim regarding the conditions of use of the Website must be brought before the reasons for the claim arise, with the exception of copyright protection for the materials of the Website protected in accordance with the law. In case of violation of the terms of this paragraph, any claim or reasons for action shall be settled by statute of limitations.

9. ADDITIONAL TERMS

9.1. The Website administration does not accept counter offers from the User regarding changes to this User Agreement.

9.2. User reviews posted on the Website are not confidential information and can be used by the Website Administration without restrictions.

Updated May 27, 2020