

TERMS AND CONDITIONS

Terms and Conditions This document sets out the terms and conditions of use of the uncleboats.com website, which offers boat tours on Lake Como and boat rentals with a skipper provided by the owner of the Application

1. Definitions

To ensure a complete understanding and acceptance of these terms and conditions, the following terms, in singular and plural, shall have the meanings indicated below: Owner: UNCLE S.r.l., with registered office at Via Roma No. 18, 22020 Torno (CO), VAT/Tax ID 04057190136, REA CO 416657, fully paid-up share capital €60,000.00, PEC address UNCLE@PEC.IT Application: the uncleboats.com website Products: the services sold by the Owner User: any subject who accesses and uses the Application Consumer User: the individual of legal age who enters into a contract for purposes unrelated to their entrepreneurial, commercial, artisan, or professional activity, if any. Conditions: this contract governing the relationship between the Owner and Users and the sale of Products offered by the Owner through the Application.

2. Terms and Conditions Application

The use of the Application implies the User's acceptance of the Terms and Conditions. If the User does not wish to accept the Terms and Conditions and/or any other notes, legal notice, or information published or referred to therein, the User cannot use the Application or its related services. These Terms and Conditions may be amended at any time. The applicable Terms and Conditions are those in force on the date of submittal of the purchase order or request for the supply of a Product. Before using the Application, the User must carefully read the Terms and Conditions and save or print them for future reference. The Owner reserves the right to change, at its discretion, at any time, the graphic appearance of the Application interface, the Content, and its layout, as well as any other aspect that characterizes the functionality and management of the Application, by sending the applicable instructions to the User, if necessary.

3. Purchase via the Application

All Products offered through the Application are described in detail on their respective product pages (quality, features, availability, price, delivery times, additional charges, etc.). Some errors, inaccuracies, or minor differences may arise between what is published on the Application and the actual Product. Furthermore, any images of the Products are for representation purposes only and do not constitute a contractual element. Purchases of one or more Products through the Application are allowed for Users. For individuals, purchases are allowed only if they are of legal age. For minors, every purchase and/or request for the supply of Products through the Application must be reviewed and authorized by parents or legal guardians. The offering of Products through the Application constitutes an invitation to offer, and the order submitted by the User shall be considered as a contractual proposal for purchase, subject to confirmation and/or acceptance by the Owner as described below. Therefore, the Owner shall have at its sole discretion, the right to accept or reject the User's order, and the User shall not raise any objections or complaints for any reason whatsoever. The sales contract for the Products shall be deemed entered upon the acceptance of the User's contractual proposal by the Owner. The Owner shall accept the User's contractual proposal by sending the order confirmation to the email address provided by the User. The order confirmation will include the order date, User data, Product characteristics and availability, price or pricing method, any additional charges and taxes, delivery and implementation schedules, methods for exercising the right of withdrawal or its waiver, and warranty information. The sales contract for the Products shall not be considered effective between the parties if what is listed in the previous point is not provided. In the event that the Product is not available, the Owner shall inform the User of the new delivery or supply terms, asking whether they wish to confirm the order or not. It is understood that the contract shall be deemed entered into officially only with regard to the Products accepted by the Owner. The User undertakes to verify the accuracy of the data provided in the order confirmation and to immediately notify any errors to the Owner. The User shall also retain a copy of their order, the related confirmation, and the Terms and Conditions.

4. Prices and Payments

For each Product, the price is indicated, inclusive of VAT, if applicable. If the nature of the Product makes it impossible to calculate the price in advance, the methods for calculating the price shall be provided. Additionally, any applicable taxes and additional charges that may vary depending on the payment method used shall be specified. If these items cannot reasonably be calculated in advance, there will be an indication of which charges will be billed to the User. The

Owner reserves the right to modify the prices of the Products and any additional costs at any time. It is understood that any price changes will not affect contracts already entered into before the change. The User agrees to pay the price of the Product in the manner and within the time frames specified in the Application and to provide all necessary data if requested. The Application uses third-party tools for payment processing and does not collect the payment data provided (credit card number, cardholder name, password, etc.). If these third-party tools were to deny authorization for payment, the Owner will not provide the Products and will not be deemed liable in any way.

5. Invoicing

For Users who wish to receive an invoice, billing information will be requested. The information provided by the User for invoicing purposes will be used to issue the invoice, and the User declares and guarantees that this information is accurate, holding the Owner harmless from any liability in this regard.

6. Service Delivery Methods

The Owner will provide the services to the User in the manner and within the timeframe specified in the Application and as stated in the order confirmation. In those cases where it is impossible to provide the requested services within the specified timeframe, the User will be promptly notified by email, indicating when the services are expected to be provided or the reasons for the impossibility of the provision. If the User does not wish to accept the new timeframe or if delivery becomes impossible, the User may request a refund of the amount paid, which will be credited promptly using the same payment methods used by the User for the purchase, within a maximum of 14 days from the date the Owner becomes aware of the refund request.

7. Users' Right of Withdrawal from the Purchase of Services

Users have the right to withdraw from the contract without any penalty and without specifying the reason within 14 days from the date of the contract, by sending a written communication to the email address info@uncleboats.com, using the optional withdrawal form provided in the article below or any other written statement. In the event of a correctly exercised withdrawal, the Owner will refund the User the payments received, using the same payment method used by the User for the initial transaction, without undue delay and in any case within 14 days from the date on which the User communicated their withdrawal from the contract. The User acknowledges and accepts that they will lose the right of withdrawal after receiving a service in full. Where the service has not been fully performed, and the User wishes to withdraw from the contract, they are still obligated to pay the Owner an amount in proportion to what has been performed up to the point of exercising the right of withdrawal.

8. Exceptions to the User's Right of Withdrawal

The right of withdrawal from the contract of sale or supply of Products by the User shall not apply in the following cases:

The supply of Products whose price is linked to fluctuations in the financial market that the Owner cannot control and that may occur during the withdrawal period.

The supply of Products that are tailor-made or clearly personalized.

The supply of Products that are at risk of deteriorating or expiring rapidly. This category includes all food products (including beverages) whose characteristics are subject to alteration even because of improper storage.

The supply of sealed Products that are not suitable for return for health safety reasons or related to health protection and have been opened after delivery.

The supply of Products that, after delivery, are, by their nature, inseparably mixed with other goods.

Contracts in which the User has specifically requested a visit by the Owner or a professional for the purpose of carrying out urgent repair or maintenance work. If, on such a visit, the Owner or a professional appointed provides services in addition to those specifically requested by the User or goods other than spare parts necessary to carry out maintenance or repairs, the right of withdrawal applies to such additional services or goods.

The supply of sealed audio or video recordings or sealed computer software that has been opened after delivery. The supply of newspapers, periodicals, and magazines, except for subscription contracts for the supply of such publications. Contracts entered into concluded on the occasion of a public auction.

The supply of non-residential accommodation, the transport of goods, car rental services, catering services, or leisure activity services where the contract provides for a specific implementation date or period.

For further clarification, please contact the Owner at the email address info@uncleboats.com or call the customer service at +339 301 8334.

9. Optional Form for Exercising the Right of Withdrawal

The User may withdraw using the following form, which must be completed in its entirety and sent to the email address info@uncleboats.com before the expiration of the withdrawal period: With this communication, I hereby withdraw from the sales or supply contract related to the following product: _____ Order number: _____ Ordered on: _____ Name and Surname: _____ Address: _____ Email associated with the account from which the order was placed: _____ Date: _____

10. Intellectual Property Rights

All the content of the Application, including text, documents, trademarks, logos, images, graphics, their arrangement, and adaptations, are protected by copyright laws and trademark protection laws. The Application may also contain images, documents, logos, and trademarks of third parties that have expressly authorized the Owner for publication in the Application. Except for strictly personal use, copying, altering, distributing, publishing, or using the Content without the specific authorization of the Owner is strictly forbidden.

11. Exclusion of Warranty

The Application is provided "as is" and "as available," and the Owner does not provide any express or implied warranties regarding the Application. The Owner does not guarantee that the Application will meet the Users' needs, that it will be uninterrupted, error-free, free from viruses or bugs, or that it will never have interruptions. The Owner will make efforts to ensure that the Application is available continuously 24/7, but the Owner shall not be held liable if, for any reason, the Application is not accessible and/or operational at any time or for any period. Access to the Application may be temporarily suspended without notice in case of system failure, maintenance, repairs, or for reasons entirely beyond the control of the Owner or due to force majeure events.

12. Limitation of Liability

The Owner shall not be liable to the User, except in cases of willful misconduct or gross negligence, for any malfunctions or issues related to the use of the Internet, which is beyond their control or that of their suppliers. The Owner shall not be liable for any damages, losses, or costs incurred by the User due to failure to execute the contract for reasons not attributable to them. In such cases, the User shall only be entitled to a full refund of the price paid and any related charges incurred. The Owner accepts no liability for any fraudulent or unlawful use that may be made by third parties of credit cards and other payment means, as the Owner does not collect any payment data (credit card number, cardholder's name, password, etc.). The Owner shall not be liable for:

- Any loss of business opportunities and any other losses, including indirect losses, suffered by the User that are not a direct consequence of a breach of the contract by the Owner.
- Incorrect or inadequate use of the Application by Users or third parties.
- Issuance of incorrect documents or data due to errors related to the data provided by the User, as the User is solely responsible for the correct entering of said data.

In no event shall the Owner be liable for an amount greater than double the cost paid by the User.

13. Force Majeure

The Owner shall not be liable for failure to perform or for any delayed performance of their obligations due to circumstances beyond the reasonable control of the Owner, resulting from force majeure events or, in any case, unforeseen and unpredictable events, and in any case, beyond their control. The performance of the Owner's obligations shall be deemed suspended for the period during which the force majeure events occur. The Owner shall take any action within their power to identify solutions that allow for the proper performance of their obligations despite the persistence of force majeure events.

14. Links to Third-Party Websites

The Application may contain links to third-party websites/applications. The Owner has no control over them and, therefore, is not in any way liable for the content of these websites/applications. Some of these links may refer to third-party websites/applications that provide services through the Application. In such cases, the general terms and conditions for the use of the website/application and the use of the service established by the third parties shall apply, for which the Owner accepts no liability

15. Privacy

The protection and processing of personal data will be carried out in accordance with the Privacy Policy, which can be browsed on the page www.uncleboats.com/Privacy-Policy.pdf.

16. Applicable Law and Jurisdiction

These Terms and Conditions are subject to Italian law. For Users, any disputes relating to the application, execution, and interpretation of these Terms and Conditions shall be brought before the court of the location where the User resides or has elected domicile, if located within Italy. However, Users also have the option to file a lawsuit before a judge other than the "consumer court" pursuant to Article 66 bis of the Consumer Code. Said court having jurisdiction shall be based in the location established according to Articles 18, 19, and 20 of the civil procedural code. Users who do not have their habitual residence in Italy shall still enjoy any favorable and non-derogable provisions established by the law of the country where they have their habitual residence, particularly concerning the deadline for exercising the right of withdrawal, the deadline for returning the Products in case of exercising such right, the methods and formalities for communicating the same, and the legal conformity warranty.

17. Online Users' Dispute Resolution

The User residing in Europe should be aware that the European Commission has established an online platform that provides an alternative dispute resolution tool. This tool can be used by the User to resolve, out of court, any disputes related to and/or arising from contracts for the sale of goods and the provision of services entered into online. Therefore, the User can use this platform for the resolution of any disputes arising from the contract entered into online. The platform is available at the following address: ec.europa.eu/consumers/odr/

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