

Terms and Conditions

01. PURPOSE OF THESE TERMS AND CONDITIONS

These Terms and Conditions regulate the use of the Website www.yellowbustours.com (hereinafter referred to as "Website") property of **CARRISTUR – INOVAÇÃO EM TRANSPORTES URBANOS E REGIONAIS, SOCIEDADE UNIPESSOAL, LDA**, with its registered office at Rua 1º de Maio, 103, Lisboa and with administrative office at Avenida Dr. Augusto Castro, Lisboa, registered at the Commercial Registry of Lisboa as a legal person under the number 501597395, and registered at the National Registry of Travel and Tourism Agencies - RNAVT under n.º 2308 (hereinafter referred to as "**CARRISTUR**").

These Terms & Conditions will establish the rules of conduct when using the present Website, and are intended for all the users of the present Website.

The "**CLIENT**" shall be any person accessing the Website and purchasing a good or service through this Website.

The "User" shall be any person accessing the Website, regardless the registration or purchase of a product.

All information related to your security and privacy, including all information regarding the protection of your personal data are available in our Privacy Policy, please refer to [Privacy Policy](#).

02. USE OF THE WEBSITE

Navigating through the Website is free of charge and accessible to all visitor regardless of the type of registration you have chosen.

The online acquisition of any bus ticket or other transport ticket, however, is subject to User's previous identification and registration in the Website, providing his/her name, e-mail, identity number/ identity card.

The purchase of any products or services on the Website implies User's full acceptance and with no reservations of these Terms and Conditions, of the Privacy Policy as well as of all usage conditions of the product or service purchased available on **CARRISTUR** Website at the time of related acquisition.

When purchasing any product or service, the User acknowledges that he/she is legally of age and is sufficiently legally capable of understanding and buying **CARRISTUR** touristic products and transport services. Minors are not allowed to buy any kind of product or service in the Website. **CARRISTUR** shall

not be responsible for minor's acquisition of goods, contrary to the provisions of what is here settled.

CARRISTUR reserves the right to change, add or eliminate, all or part of these Terms and Conditions, as well as to define new conditions of use, which will produce effect right after its disclosure on the Website; the **CLIENT** shall have access to such information by reading the "Terms and Conditions" section.

03. PURCHASE OF PRODUCTS AND SERVICES

Users who have access to our Website can purchase tickets for the “*Yellow Bus Official Sightseeing Tours*” and for “*Aerobus*” transport services, duly identify on the Website, by paying the price registered on the same Website at the moment of the contract.

The purchase of products or services through the Website is an online purchase, considering the different languages available on the Website and according to the procedures stated on the same Website. The purchase of any product or service shall be considered as a full and unreserved acceptance of these Terms and Conditions, and the **CLIENT** must take full acknowledgment of those previously to any purchase of products or services belonging to **CARRISTUR**.

With the acquisition of any online product or service the Website generates an individual voucher, valid for 120 (one hundred and twenty) days from the date of issue, after which date it will no longer be valid. The expiration of the voucher gives the client no right for any compensation or refund of the price already paid.

The prices listed on the Website are provided in Euro and include VAT at the applicable legal rate.

CARRISTUR reserves the right to change, suspend or eliminate any of its touristic products or transport services, as well as to change listed prices, without previous announcement. The referred changes do not bound **CARRISTUR** to any compensation to any Users, **CLIENTS** or any third parties.

04. USE OF THE PRODUCTS PURCHASED ON THE WEBSITE

To have access to the “*Yellow Bus Official Sightseeing Tours*” and/ or to “*Aerobus*” transport services purchased through the Website, the **CLIENT** will have to provide the referred voucher on the correspondent **CARRISTUR** vehicles. In order to replace the voucher for a transport ticket, the client shall contact the driver insight the chosen vehicle or join one of Yellow Bus points of sale available.

Once the **CLIENT** gives and validates his/her correspondent ticket, either on a Point of Sale or directly to the driver of the chosen vehicle, he/she acquires the right to its use.

The validity of the service is indicated on the ticket, and it can only be used during the referred period and considering the timeline previously provided on the Website.

According to the purchasing procedures, the **CLIENT** must fill in the correspondent fields with its personal data and select the tours and/or transport services he/she will purchase.

The **CLIENT** will be solely responsible for the voucher(s) and ticket(s) issued in exchange of the referred vouchers, and will be solely responsible for the loss, theft, or destruction of such vouchers or tickets, and he/she will not be entitled to any compensation or indemnity to **CARRISTUR**.

05. PAYMENT

The client must use the Payment methods available on the Website and no other payment methods will be accepted.

Payments of products and services acquired in the Website can be made using VISA or Mastercard and the **CLIENT** must provide the correspondent data, namely card number, expiry date and CVV code; this information will be stored in the payment platform.

The purchase will be completed once all the data requested in the preceding paragraph is provided and validated; after this procedure a proof of payment will be issued to the **CLIENT**.

For safety reasons, the **CLIENT** may not purchase more ten vouchers per day using the same credit card.

Once the purchase procedure is completed a voucher will be issued for each transaction, with a QR code, at no extra fee for the **CLIENT** who will print it or display it in his/hers smartphone/tablet, for future validation.

CARRISTUR declares that all bank data provided by the **CLIENT** in the system during the purchase process will not be stored in its computer system and that **CARRISTUR** will not store any data related to payments, with the exception of any data which may be provided by the payment platforms.

CARRISTUR reserves the right, at any moment and without previous notice, to change ticket prices as well as to suspend and cancel its sell, temporarily or permanently, except for the rights arising from any purchase already concluded by the **CLIENT**.

06. RIGHT OF FREE WITHDRAWAL AND REIMBURSEMENT

The **CLIENT** can withdraw from the purchasing contract of products or services without compensation of any sort and without specifying any reason, within 14 days counting from the date of issue of the purchased vouchers.

The right of free withdrawal must be exercised within the period referred in the previous paragraph, by means of notice sent by the **CLIENT** to the email yellowbus@carris.pt

Upon reception of the notice corresponding to the withdrawal of the correspondent contract and after **CARRISTUR** confirmation that the voucher issued will not be used, **CARRISTUR** will reimburse the price paid by the **CLIENT** within a maximum of 30 days, by crediting the card used by the **CLIENT** in such purchase.

07. INVOICING

If the **CLIENT** requires an invoice for his/hers online purchase, he/she must inform **CARRISTUR** at the moment of the purchase by sending an e-mail to yellowbus@carris.pt; **CARRISTUR** will send the correspondent invoice to the address provided by the **CLIENT**.

08. LIABILITY

The contents of this Website are provided here in good faith and aim exclusively to give direct information to Users and **CLIENTS**.

CARRISTUR shall not be liable for any damages suffered by Users, **CLIENTS** and/ or for any third parties, arising from:

CARRISTUR shall guarantee the existence of the touristic tours provided on the Website on the date of correspondent consultation and declares that it will use all the means at its disposal to ensure the exactitude and integrity of the information provided on the Website, not assuming, however and under no circumstances, any responsibility if the provided information is not exact or complete.

In case of improper or fraudulent use of the Website, **CARRISTUR** reserves the right to eliminate all and any register associated to the User or to the **CLIENT**, without prejudice to the use of all legal procedures at its disposal.

1. Access and/or use or no access and/or no use of the contents of the Website;
2. Delays, interruptions, errors and suspension of communications and loss of information;

3. Transmission errors, broadcast, storage or delivery of the selling products;
4. Damages caused by third parties or by IT server attacks which may affect the quality of its services;
5. Impairment or flaws in the communications network, as well as those caused by the computer system, its networks, programs, computer viruses which may affect the software and/or the hardware of the Users of the Website, namely when the computer system as no appropriate anti-viruses software;
6. Network flaws, incorrect viewing and use of the Website;
7. Unauthorized use;
8. Reason of force majeure, namely, any unpredictable and inevitable situations, or, even if predictable they are inevitable, including, but not restricted to: strikes or labour conflicts which may prevent or make difficult the supply of products or services provided in this Website, accidents, fires, floods, earthquakes, wars, trade embargoes or any kind of legislative amendment.

09. INTELLECTUAL PROPERTY

The contents of the present Website shall be considered as all the information provided to the User or **CLIENT**, namely, texts, images, videos, webdesign and software.

If the contents of this Website, including but not limiting to, all information, tools, graphics, images or texts are exclusive property of **CARRISTUR** and are protected by intellectual property rights, in accordance with applicable national and EU law, and they cannot be used beyond the limits of the conditions stated on the Website, without prior written consent by **CARRISTUR**.

Accessing and using the Website does not entitle, at any time, any rights over brands, names, logotypes or contents.

CARRISTUR shall not be responsible for any loss or damage arising from theft and or misuse of the contents of the Website, except by virtue of the law. The contents of this Website cannot be copied, changed, reproduced, published, licensed or distributed, except with the prior written consent of **CARRISTUR**.

10. COMMUNICATIONS

Any request for informations, questions, complaints, or communications must be made by e-mail to yellowbus@carris.pt.

Any communication sent to the **CLIENT** will be sent to the e-mail provided by the **CLIENT** at the time of identification on the Website. Any changes on the **CLIENT**'s information shall be reported to **CARRISTUR**.

If the **CLIENT** fails to comply with the preceding paragraph, corresponding to any changes on his/hers e-mail, for the purpose of any information to be

received, those shall be considered as validly sent to the e-mail provided by the CLIENT.

11. APPLICABLE LAW AND JURISDICTION

In all matters governed by these Terms and Conditions the Portuguese Law shall apply.

For resolution of disputes arising from the present Terms and Conditions and correspondent contracts, the jurisdiction of the Lisbon District Courts shall be used, expressly waiving any other jurisdiction.