

GENERAL TERMS AND CONDITIONS OF CONTRACTING

1. APPLICABLE LEGAL FRAMEWORK AND DEFINITIONS

These General Terms and Conditions of Contracting are governed by Book IV of the Revised Text of the General Law for the Protection of Consumers and Users (Royal Legislative Decree 1/2007, of 16 November), Law 7/1998, of 13 April, on General Contracting Conditions, and Decree 13/2011, of 25 February, establishing the general provisions necessary to facilitate the freedom of establishment and provision of tourist services, regulating the responsible declaration, and simplifying administrative procedures regarding tourism, and Decree 6/2013, of 8 February, on measures for simplifying administrative procedures.

Basic Definitions:

- **Traveller / Customer:** Any natural or legal person who purchases, agrees to purchase, or is entitled to travel under a package travel contract.
- **Organiser:** The agency that combines and sells or offers packages directly or through a retailer.
- **Pre-contractual Information:** Information sheets or binding offer programs for the Organiser detailing the features of the trip, replacing the former concept of a general brochure.

Booking any trip implies full acceptance of these General Terms and Conditions, which shall be mandatorily incorporated into the Package Travel Contract signed by the parties.

2. ORGANISATION The technical organisation of the package travel regulated under this document is carried out by:

- **Company Name:** Lorena María Verge Dolz (Trading Name: NOWA EXPERIENCES)
- **Tax ID (NIF):** 73398510J
- **Registered Office:** C/ Arcipreste Bono, nº 16 – 1º, 12500 Vinaròs (Castellón)
- **Tourism License:** CV-AVC002777-CS

3. PRICE AND PRICE REVISION

The Package Travel price **includes:** Transport, accommodation, specified meal plan, technical assistance from the agency (if included in the programme), management fees, and all applicable indirect taxes (such as VAT) at the date of contracting.

The Package Travel price **DOES NOT include:** Visas, airport taxes not integrated into the ticket, country-specific entry/exit fees, vaccination certificates, personal expenses, hotel extras (laundry, minibar, calls, special dietary requests, or non-detailed beverages), and local tipping.

Price Modifications:

Service prices are calculated based on costs in effect at the time of the offer. They may only be revised upwards or downwards due to variations in transport costs (fuel), third-party taxes, or currency exchange rates. Any upward price revision made within **20 calendar days immediately preceding the departure date** shall be null and void. If the increase exceeds **8%** of the total price, the Traveller may terminate the contract without penalty.

4. REGISTRATION, PAYMENT METHOD, AND REFUNDS

1. **Booking Deposit:** Upon requesting a booking, the Organiser will require an initial deposit equivalent to 30% of the total trip cost. Once technical confirmation of the service is completed, the contract becomes binding. If a service cannot be confirmed, the agency will offer an equivalent alternative; if rejected by the customer, 100% of the deposit will be refunded immediately without penalty.
2. **Immediate Issuance Services:** The cost of air services or other suppliers requiring immediate issuance must be paid by the Traveller prior to such issuance, becoming non-refundable per the issuer's terms.
3. **Final Payment:** The remaining 70% of the total trip price must be paid upon delivery of the travel documentation **30 days prior to the departure date**, unless special conditions are notified in writing by suppliers.
4. **Non-payment:** Failure to complete the final payment within the specified deadlines will be construed as cancellation by the customer, entitling the agency to terminate the contract and apply standard cancellation charges.

5. CONTRACT TERMINATION BY THE TRAVELLER (CANCELLATION)

Pursuant to Article 160 of the General Consumer and User Law, the Traveller may terminate the contract at any time prior to the start of the package under the following compensation terms:

A. Standard Cancellation Fee:

The Traveller shall pay the agency a reasonable and justified cancellation fee calculated on the basis of:

- Agency management fees.
- Actual, documentable cancellation charges incurred from travel suppliers (hotels, airlines, local operators).
- *Note:* Special economy fares, aircraft/vessel charters, or services with specific contracting conditions will be settled per the costs passed on by these suppliers to the agency. No-shows at departure will result in a 100% loss of the total price.

B. Free Cancellation Right: The Traveller is entitled to terminate the contract before departure without paying any cancellation fee in the event of unavoidable and extraordinary circumstances occurring at the destination or its immediate vicinity (disasters, war, severe health crises) that significantly affect the performance of the package or passenger transport. In such cases, the Traveller is entitled to a full refund of payments made, but no additional compensation.

6. MODIFICATIONS AND TERMINATION BY THE ORGANISER OR TRIP CANCELLATION

1. **Significant Modifications:** If, prior to departure, NOWA EXPERIENCES is forced to significantly alter any main characteristics of the booked services or cannot meet the Traveller's agreed special requirements, it will notify the customer without delay. The Traveller may:
 - Accept the proposed modification and its impact on price.
 - Terminate the contract without penalty, obtaining a full refund of all amounts paid within a maximum of fourteen (14) calendar days.
 - Accept a substitute package of equivalent or higher quality if offered by the agency. If of lower quality, the agency will immediately refund the price difference.
2. **Failure to Confirm Placement:** The same right to termination and refund applies if the Traveller does not receive booking confirmation within the binding terms and deadlines set out in the contract.
3. **Cancellation Compensation:** If the agency cancels the package or the client terminates due to significant modifications, the Traveller is entitled to compensation for breach of contract under applicable consumer law, unless cancellation is due to:
 - Failure to reach the minimum number of participants, provided written notification is given within legal deadlines: 20 calendar days prior to start for trips longer than 6 days; 7 days for trips between 2 and 6 days; and 48 hours for trips under 2 days.
 - Unavoidable and extraordinary circumstances (force majeure at origin, en route, or destination) preventing safe performance.

7. LIABILITY REGIME AND EXCLUSIONS

1. **General Performance Liability:** NOWA EXPERIENCES is responsible to the Traveller for the proper performance of all travel services included in the contract, regardless of whether these services are to be performed by the agency itself or third-party suppliers (hotels, carriers, guides), without prejudice to the agency's right to seek recourse against such suppliers.
2. **Exclusion of Liability:** The agency's liability for damages shall cease when non-performance or improper performance is attributable to:
 - The Traveller's own negligence, omission, or failure to follow instructions.
 - A third party unconnected with the provision of the services, where the failure is unforeseeable or unavoidable.
 - Unavoidable, abnormal, or extraordinary circumstances beyond the control of the agency or service providers, even with all due diligence exercised.
3. **Limitation of Compensation:** Compensation for damages resulting from non-performance or improper performance of package services shall be limited by international conventions governing such services (e.g., Montreal Convention for air carriage, COTIF/CIV for rail).

8. TRANSPORT INCIDENT MANAGEMENT AND SPECIAL DESTINATION CONDITIONS

1. **Air Incidents and Connections:** Where missed flight connections, delays, cancellations, or overbooking force the Traveller to endure prolonged waits or overnight stays, obligations for assistance, meals, accommodation, and rerouting lie directly with the operating air carrier under EU Regulation (EC) No 261/2004.
2. **Acceptance of Adventure Route Conditions:** The Traveller expressly acknowledges the unique nature of alternative or adventure travel. Unforeseen weather conditions, local supplier constraints, or lower standard hotel, road, and health infrastructure compared to Western standards form part of the inherent risk assumed. The detailed technical itinerary is indicative; the agency reserves the right to alter the sequence of visits or hotel choices for equivalent or higher categories due to justified operational reasons on site.

9. SERVICE SCOPE AND LOGISTICS

1. **Air Transport and Luggage:** For air travel, check-in presentation must occur at least **three (3) hours prior** to official departure for international flights and **two (2) hours prior** for domestic flights. The Traveller is solely responsible for complying with individual airline baggage policies regarding weight, dimensions, and contents.
2. **Accommodation Timings:** Check-in and check-out times strictly follow internal rules of each hotel establishment. Accommodation services are deemed validly rendered for the contracted night, regardless of whether actual room access is delayed due to transport disruptions or organizational changes.
3. **Minor Policy:** Due to variable rates applied by hotels, carriers, and local operators based on minor ages and travel dates, child discounts or special terms will be explicitly detailed in the specific conditions of each travel contract.

10. PASS-PORTS, VISAS, HEALTH REQUIREMENTS, AND PERSONAL DOCUMENTS

1. **Traveller Responsibility:** All travelers (including minors) must possess valid personal and family documentation required by the destination country (Passport or National Identity Document). Obtaining passports, entry visas, electronic travel authorizations (ESTA, ETA, etc.), and health/vaccination compliance remains the sole responsibility of the Traveller.
2. **Denial of Entry:** Should a visa application be rejected or entry denied due to personal reasons, invalid documentation, or non-compliance by the Traveller, NOWA EXPERIENCES disclaims all liability. Standard voluntary cancellation charges will apply.
3. **Pre-contractual Advisory:** The agency will inform the Traveller of visa, passport, and health formalities at the time of contracting. Given shifting international regulations, Travellers are advised to verify entry requirements via official government channels (e.g., the UK Foreign, Commonwealth & Development Office or

relevant Ministry of Foreign Affairs).

4. **Delegated Visa Processing:** Where the Traveller delegates visa processing to NOWA EXPERIENCES, this service is billed separately from visa and trip costs. The agency's liability is strictly limited to diligent submission; it holds no responsibility for delays, refusals, or losses stemming from consular decisions or force majeure.
5. **Insurance Information:** The Traveller is explicitly advised of the option and recommendation to take out a voluntary travel insurance policy covering contract cancellation fees, alongside a comprehensive travel assistance policy covering medical expenses, hospitalization, repatriation, and transport in the event of accident, illness, or death.

11. AIR FARES, FLIGHTS, AND LOCAL TAXES

1. **Fare Fluctuations:** Ticket prices for domestic or international flights are subject to airline commercial conditions. If managed by the agency, flight and fuel costs remain subject to price alterations until formal ticket issuance, respecting the legal limit of 20 calendar days prior to departure for price revisions.
2. **Carrier Itinerary Changes:** If participating airlines modify scheduled departure or arrival times, NOWA EXPERIENCES will adapt the itinerary to safeguard trip viability and notify the client promptly.
3. **Local Airport Taxes:** Local airport departure or entry fees levied directly by government authorities in certain countries are not included in the package price. These mandatory fees must be paid on site by the Traveller at designated airport counters.

12. ACCOMMODATION SPECIFICS AND MEAL PLANS

1. **Supplements & Peak Pricing:** Hotels reserve the right to establish minimum stay requirements or higher rates post-booking due to special events, congresses, Christmas periods, or local institutional visits. In such instances or mandatory category changes ordered by local authorities, the agency will provide viable alternatives or process a prompt refund of any price difference.
2. **Meal Plans and Unused Services:** The contracted meal plan will be explicitly stated in the contract (Room Only, Bed & Breakfast, Half Board, or Full Board). When flight schedules or last-minute transport adjustments make taking specified meals impossible, the Traveller must direct assistance claims to the carrier; unused meals do not generate automatic refunds from the agency. Beverages are excluded unless stated otherwise.
3. **Room Types and Classifications:** Standard double rooms generally consist of two single beds or one double bed. Single room occupancy is subject to availability and a supplement. Family options allowing children sharing a double room may utilize supplementary extra beds. Star ratings and classifications strictly reflect local

destination laws and standards, which may not correspond to Western European hospitality systems.

4. **Hotel Pre-authorisations & Deposits:** Per international hotel customs, nearly all establishments require a credit card at check-in as a guarantee for incidentals/extras. Upon check-out, after settling personal consumption, the Traveller may request the pre-authorization to be released. NOWA EXPERIENCES is entirely independent of internal hotel guarantees and disclaims liability for temporary bank holds or charges applied by hotels.

13. TRANSFERS AND CANCELLATION PROCEDURE

1. **Transfer Services:** Arrival and departure transfers included in contracted itineraries will be operated using vehicle types specified in the trip's particular conditions.
2. **Cancellation Notice:** If the Traveller decides to cancel a confirmed package booking, written notification must be submitted to the agency immediately to calculate applicable management fees and actual supplier cancellation costs as outlined in Section 5 of this document.

14. OFFICIAL COMPLAINTS AND DISPUTE RESOLUTION

1. **Complaints Forms (*Hojas de Reclamaciones*):** Official travel agency complaints forms are available to clients upon request. You may also access the official complaints procedure of the Regional Directorate-General for Tourism through the electronic portal (*sede electrónica*) of the Generalitat Valenciana at: https://www.gva.es/es/inicio/procedimientos?id_proc=1915.

PRIVACY POLICY AND DATA PROTECTION NOTICE

In compliance with the provisions of the General Data Protection Regulation (GDPR) EU 2016/679 and Organic Law 3/2018 on Personal Data Protection and Guarantee of Digital Rights (LOPDGDD), details regarding the processing of personal data provided to our entity are set out below.

1. BASIC INFORMATION

- **Data Controller:** Lorena María Verge Dolz
- **Purpose:** Management, contracting, and booking of travel and tourism services. Sending of commercial and marketing communications (only with express authorization).
- **Lawful Basis:** Performance of a contract (for travel management) and explicit consent of the data subject (for direct marketing).
- **Recipients:** Third-party providers of the requested services (hotels, airlines, tour operators, transport providers), including potential international data transfers outside the European Economic Area (EEA) necessary for the execution of the travel service.
- **Rights:** Access, rectification, erasure ("right to be forgotten"), objection, restriction of processing, and data portability, as detailed in the additional information.

2. ADDITIONAL INFORMATION

1. Data Controller

- **Company Name:** Lorena María Verge Dolz (Trading Name: NOWA EXPERIENCES)
- **Tax ID (NIF):** 73398510J
- **Postal Address:** C/ Arcipreste Bono, nº 16 – 1º, 12500 Vinaròs (Castellón)
- **Email:** nowaexperiences@gmail.com

2. Purpose of Processing

We will process the information provided by data subjects for the following purposes:

- **Contractual Management:** To process bookings, reservations, ticket issuance, hotel vouchers, travel insurance, and invoicing for requested travel products.
- **Customer Support:** To identify and provide personalized assistance for any queries, modifications, or incidents arising before, during, or after the trip.
- **Commercial Communications:** Provided you have given your explicit consent by ticking the relevant checkbox, we will use your contact details to send offers, promotions, and updates regarding our travel services. No automated individual decision-making or automated commercial profiling will take place without human intervention or prior consent.

3. Lawful Basis for Processing

The legal grounds for processing vary depending on the action performed:

- **Performance of a Contract (Art. 6.1.b GDPR):** The primary legal basis necessary to prepare proposals, make bookings, issue documentation, and manage the contracted trip. Refusal to provide these details will make it impossible to deliver the service.
- **Consent of the Data Subject (Art. 6.1.a GDPR):** Applies exclusively to sending personalized commercial and promotional communications. Consent may be revoked at any time without affecting the execution of the travel contract.
- **Compliance with Legal Obligations (Art. 6.1.c GDPR):** For invoicing, tax obligations, and public security regulations applicable to travel agencies.

4. Data Retention Period

Personal data provided will be retained for the duration of the commercial relationship or for as long as strictly necessary to fulfill contractual obligations. Upon termination of the relationship, data will be kept securely blocked—accessible solely by Courts and Tribunals, the Public Prosecutor's Office, or competent Public Administrations (particularly tax authorities)—for the applicable statutory limitation periods (generally between 4 and 5 years).

5. Data Recipients and Disclosures

To fulfill the travel contract, your data must necessarily be disclosed to:

- **Travel Service Providers:** Airlines, hotel chains, tour operators, car rental companies, and travel insurance providers involved in your requested services.
- **International Data Transfers:** If your destination is outside the European Economic Area (EEA), your personal data will necessarily be transferred to local providers in the destination country to complete your booking. This transfer is carried out pursuant to Article 49.1.b of the GDPR, as it is necessary for the performance of a contract between the data subject and the controller.
- **Data Processors:** Third-party vendors providing technical, IT, or advisory support to our company under strict confidentiality agreements pursuant to Art. 28 of the GDPR.

6. Data Subject Rights

Every individual has the right to obtain confirmation as to whether or not we are processing personal data concerning them. Data subjects have the right to:

- **Access:** Know what personal data concerning them is being processed.
- **Rectification:** Request the correction of inaccurate or incomplete data.
- **Erasure ("Right to be Forgotten"):** Request the deletion of their data when, among other reasons, it is no longer necessary for the purposes for which it was collected.
- **Objection:** Object to the processing of their data for marketing purposes or on grounds relating to their particular situation.

- **Restriction of Processing:** Request the suspension of processing in cases established by law.
- **Portability:** Receive their data in a structured, commonly used, and machine-readable format, or have it transmitted directly to another controller where technically feasible.

7. How to Exercise Your Rights

You may exercise any of the rights described above by submitting a written request including a contact channel for notification purposes to:

- **Email:** nowaexperiences@gmail.com
- **Postal Address:** C/ Arcipreste Bono, nº 16 – 1º, 12500 Vinaròs (Castellón)

Legal note on identity: In accordance with current criteria from the Spanish Data Protection Agency (AEPD), attaching a photocopy of an identity document is not mandatory unless the data controller cannot verify the applicant's identity through less intrusive means.

We will respond to your request within statutory time limits, unless circumstances beyond our control prevent us from doing so, in which case you will be informed of the reasons and anticipated resolution timeline.

If you consider that your rights have not been adequately addressed or that data protection regulations have been infringed, you have the right to lodge a complaint with the Spanish Data Protection Agency (AEPD) via its official online portal at www.aepd.es.

LEGAL NOTICE AND GENERAL TERMS OF USE

1. GENERAL INFORMATION

In compliance with Article 10 of Law 34/2002, of 11 July, on Information Society Services and Electronic Commerce (LSSI-CE), the general information details for this website are provided below:

- **Website Owner:** Lorena María Verge Dolz. (hereinafter, NOWA EXPERIENCES).
- **Tax ID (NIF):** 73398510J
- **Registered Office:** C/ Arcipreste Bono, nº16 - 1º, 12500 Vinaròs (Castellón), España.
- **Contact Email:** nowaexperiences@gmail.com
- **Travel Agency Licence:** CV-AVC002777-CS

2. TERMS OF USE AND WEBSITE ACCESS

Access to and/or use of this website (hereinafter, the "Website") grants the status of User, who accepts expressly, fully, and without reservation these General Terms of Use in the version published at the time of access.

The User declares to be of legal age and to possess sufficient legal capacity to be bound by these terms and to use or contract the travel services offered on this Website.

Prohibited Uses of the Website

The use of this Website for illegal or unauthorized purposes is strictly prohibited. By way of example, but not limitation, the User agrees not to:

1. Use the Website in violation of current legislation, good faith, and public order.
2. Introduce computer viruses, Trojans, or any software capable of causing damage to the systems of NOWA EXPERIENCES or third parties into the network.
3. Access or crawl the Website using automated tools (such as bots, scrapers, or spiders) without prior authorisation.
4. Perform massive or fraudulent searches for offers that could overload the servers.
5. Make speculative, false, or fraudulent bookings or requests lacking genuine purchasing intent.

NOWA EXPERIENCES reserves the right to deny or withdraw access to the Website at any time and without prior notice to Users who breach these conditions.

Technological Compatibility and Security

The Website has been developed following current web standards and is optimized for proper display and navigation across current, stable versions of major market browsers—such as Google Chrome, Mozilla Firefox, Apple Safari, and Microsoft Edge—on desktop (Windows, macOS, Linux) and mobile (iOS and Android) environments.

NOWA EXPERIENCES accepts no responsibility for visual anomalies, loading errors, security failures, or damages of any nature resulting from the use of obsolete browsers, outdated versions, or operating systems incompatible with current market standards.

The information contained on this Website is provided for the convenience of Users. NOWA EXPERIENCES makes every effort to ensure content remains free of typographical or factual errors; however, it does not guarantee the complete accuracy of third-party information displayed. Furthermore, NOWA EXPERIENCES assumes no liability for information, services, or content accessed by the User via external links to systems or portals not directly operated by the company.

3. LIMITATION OF LIABILITY

NOWA EXPERIENCES applies reasonable technical security measures to maintain the proper functioning of the Website. However, it cannot guarantee absolute system infallibility. Consequently, it shall not be held liable for:

- The presence of viruses or harmful elements introduced by third parties outside its control.
- Service interruptions, telephone network failures, disconnections, or telecommunication system faults.
- Damages caused by improper use of the website by Users.
- The content, external links, or privacy policies of third-party websites to which the User may be redirected from this Website.

4. INTELLECTUAL AND INDUSTRIAL PROPERTY

All content on this Website (including source code, graphic design, navigation structure, databases, images, logos, trademarks, and text) is the exclusive property of NOWA EXPERIENCES or its respective suppliers and creators, protected by national and international intellectual and industrial property laws.

The reproduction, distribution, public communication, or transformation of any element of this Website without the express written permission of NOWA EXPERIENCES is strictly prohibited.

In the event that any User or third party considers that their legitimate intellectual property rights have been infringed due to content uploaded to the Website, they must notify NOWA EXPERIENCES via email at nowaexperiences@gmail.com, clearly stating:

1. **Claimant's Personal Details:** Full name, postal address, telephone number, and email address.
2. **Proof of Ownership:** Clear identification of the protected work allegedly infringed. If submitted by a third party, legal documentation proving authorization to act on behalf of the owner must be provided.
3. **Identification of Infringing Content:** Clear identification and exact location on the Website (providing the specific URL) of the allegedly infringing material.

4. **Statement of Responsibility:** An express statement made under the claimant's responsibility that the information provided in the notice is accurate and that the use of the material is not authorized by the legitimate copyright owner.

Upon receipt of this notification, NOWA EXPERIENCES will act with due diligence to remove or block access to the affected content on a notice-and-takedown basis, in compliance with European regulatory frameworks.

5. LINKING POLICY (Links and Hyperlinks)

NOWA EXPERIENCES may provide Users with connections, links, or hyperlinks to other websites operated and controlled by third parties. These links are included solely for the convenience of Users to facilitate searches for travel-related information or services.

The inclusion of such links does not imply any relationship, sponsorship, recommendation, or endorsement between NOWA EXPERIENCES and the owners of the linked websites. Consequently, the company assumes no liability—whether indirect or secondary—for damages of any kind arising from the access, maintenance, use, quality, legality, reliability, and utility of the content, information, products, or services offered on third-party sites.

Pursuant to Article 17 of Law 34/2002 (LSSI-CE), NOWA EXPERIENCES shall only be liable for content provided on linked sites to the extent that it has actual knowledge of its unlawful nature and has failed to disable the link with due diligence.

The User agrees that NOWA EXPERIENCES reserves the right to unilaterally remove or block any link on its Website at any time and without prior notice, particularly if notified or alerted that the linked content is illegal or infringes third-party rights.

6. USER-GENERATED CONTENT

NOWA EXPERIENCES assumes no responsibility for opinions, comments, images, data, or any other content posted, hosted, or transmitted by Users on this Website or its official communication channels. Civil or criminal liability for statements published on the Website rests exclusively with the Users who post them.

The publication or transmission of content that meets any of the following criteria is strictly prohibited:

1. Violates applicable laws, third-party intellectual property rights, or rights to honor, personal privacy, and self-image.
2. Is threatening, defamatory, obscene, pornographic, racist, xenophobic, homophobic, incites terrorism, or violates human rights.
3. Incites criminal offenses or unlawful conduct.
4. Involves unauthorized commercial activities, such as advertising, promotions, surveys, contests, or unsolicited mass mailings (spam).

In accordance with Article 16 of the LSSI-CE and the EU Digital Services Act, NOWA EXPERIENCES does not perform prior moderation, monitoring, or filtering of User-published content. Acting under the "notice and action" principle, the company reserves the right to immediately remove, block, or delete any content deemed illegal or contrary to these terms,

as well as suspend access for offending Users unilaterally and without entitlement to compensation.

If you detect content on the Website that breaches legal terms or is offensive, please notify us immediately at nowaexperiences@gmail.com. Upon receipt, the company will investigate the claim with due diligence and take appropriate action.

NOWA EXPERIENCES will fully cooperate with law enforcement, courts, and administrative authorities to identify individuals posting unlawful or criminal content.

The User grants NOWA EXPERIENCES a non-exclusive, royalty-free, worldwide, sublicensable license to use public images, comments, or content freely shared on the Website, solely for promoting the company's travel services across its platforms and social media. This authorization strictly respects rights to honor and self-image under applicable laws. The company is not responsible for third-party use of such public content.

7. GOVERNING LAW AND JURISDICTION

These General Terms shall be governed in all respects by Spanish law.

To resolve any legal disputes arising from the interpretation or application of these conditions, both parties submit to the Courts and Tribunals of the city of Castellón, unless the User holds the legal status of a consumer, in which case the courts of the consumer's domicile shall apply.

NOWA EXPERIENCES may offer access to its Website in multiple languages. However, in the event of any conflict or contradictory interpretation between different language versions, the Spanish version shall prevail.

8. NO WAIVER AND ENFORCEABILITY

The failure of NOWA EXPERIENCES to strictly enforce any provision of these General Terms at any given time shall not affect its right to demand performance in the future, nor shall it constitute a waiver of its rights.

Any waiver by NOWA EXPERIENCES of rights under this document must be executed in writing to be legally valid. Failure, delay, or omission in enforcing any term shall not be construed as a tacit waiver or deprive NOWA EXPERIENCES of the right to enforce strict compliance at any other time.

9. SEVERABILITY

Given the decentralized nature of legislation governing travel agencies, these General Terms may be subject to various legal frameworks. If any provision of these General Terms is found to be void, invalid, or unenforceable, the validity of the remaining provisions shall remain unaffected. The invalid provision shall be replaced or interpreted to reflect the original intent of the parties as closely as legally possible while maintaining the validity of the rest of the terms.

COOKIE POLICY

What are cookies?

Cookies are small files that websites store on a user's browser when visiting a page. They are necessary to provide interactive services with browsing benefits, remember user preferences, and optimize site security.

TYPES OF COOKIES BY DURATION

- **Session Cookies:** Designed to collect and store data while the user accesses a web page. They are not permanently stored on the user's device.
- **Persistent Cookies:** Data remains stored on the device and can be accessed and processed for a period defined by the cookie controller, ranging from a few minutes to several years.

TYPES OF COOKIES BY MANAGING ENTITY

- **First-party Cookies:** Created and managed directly by the website being visited.
- **Third-party Cookies:** Created by external services hosted on the website (such as Google Analytics, payment gateways, or embedded maps), which collect browsing data independently.

TYPES OF COOKIES BY PURPOSE

- **Technical or Strictly Necessary Cookies:** Enable basic website functionality, such as managing server traffic, identifying sessions, or controlling access to secure areas. These cookies do not require user consent.
- **Functionality or Personalization Cookies:** Allow users to customize basic features such as language, region, or browser type.
- **Analytics or Performance Cookies:** Allow the number of users to be quantified and provide statistical measurement and analysis of service usage.
- **Behavioral Advertising Cookies:** Store information on user behavior obtained through continuous observation of browsing habits, enabling the development of a specific profile to display targeted advertising.

COOKIE USE AND CONSENT

In accordance with Article 22.2 of Law 34/2002 (LSSI), and updated to align with current Spanish Data Protection Agency (AEPD) guidelines, this website will only install cookies on your device after obtaining your explicit, free, and informed consent.

This website features a Cookie Consent Preference Centre, accessible at all times via the footer, allowing you to accept all cookies, reject all non-essential cookies, or make a granular selection of your preferences. In compliance with data protection law, continued browsing or inaction on your part does not constitute valid consent, and all non-essential cookies remain disabled by default.

HOW TO WITHDRAW CONSENT OR DISABLE COOKIES

In addition to using our internal preference centre, you can restrict, block, or delete cookies from this website at any time through your web browser settings. Support links for the major browser providers are listed below:

1. **Google Chrome:** Configuration instructions available via Google Support.
2. **Mozilla Firefox:** Configuration instructions available via Mozilla Support.
3. **Apple Safari:** Configuration instructions available via Apple Support.
4. **Microsoft Edge:** Configuration instructions available via Microsoft Support.