

Transferfix End User Agreement

Introduction

- (a)** These terms and conditions create an agreement between the End User (hereafter also referred to as “you”) and 2 Europe Holidays Lda (hereafter also referred to as “we”).
- (b)** These terms and conditions govern the use of Transferfix.
- (c)** Transferfix is a brand owned by 2 Europe Holidays Lda.
- (d)** Transferfix is a booking service within the tourism sector, that is dedicated to the transfer of people between airports and resorts or other designated locations.
- (e)** An End User is any public person or entity that benefits from the transportation service that they might purchase for themselves, and/or on behalf of any other public person.
- (f)** Transferfix provides a widget that is embedded into partner websites.
- (g)** The widget resides on the Transferfix server and the code is the property of 2 Europe Holidays Lda.
- (h)** We use Transferfix as a generic word that applies to the service, the widget and to our website, transferfix.com

2. End User Consent

- (a)** You must agree to these terms and conditions to use Transferfix.
- (b)** By accessing Transferfix, your agreement is tacit.
- (c)** You agree to use Transferfix only for lawful purposes, and;
- (d)** you shall use it in a way that does not infringe the rights of, or restrict or inhibit the use and enjoyment of Transferfix, by anyone else.

3. Services and Transactions

- (a)** You can use Transferfix to access online information about the services supplied by licensed transportation providers.
- (b)** Each licensed transportation provider transmits their transportation information to Transferfix, and;
- (c)** this data displays in the Transferfix widget, that might be embedded into transferfix.com or into another partner website.
- (d)** 2 Europe Holidays Lda is not liable for the accuracy of information supplied by any licensed transportation provider.
- (e)** Each licensed transportation provider has their own terms and conditions.
- (f)** You are obliged to accept the terms and conditions of a licensed transportation service provider before you purchase their service.

4. The Purchase Process

- (a)** Through Transferfix, when you place an order for a transportation service, your internet browser is re-directed to the website of the banking service supplier, as contracted by the relevant licensed transportation provider.
- (b)** You enter your payment card details directly into the internet site of the bank.
- (c)** Your payment is processed by the banking service provider, so that;
- (d)** neither 2 Europe Holidays Lda, nor the relevant licensed transportation provider can see the details of the card that you use to make payment.
- (e)** The bank approves or declines the payment, and;
- (f)** the licensed transportation provider accepts or rejects the order.

5. Reservation Confirmation

- (a)** Immediately after you make a purchase for a transportation service, you will receive a confirmation e-mail from transferfix.com.
- (b)** Our e-mail to you shall provide all the details of your purchase, that shall include:-
 - (b.i)** the details you provided to us, and;
 - (b.ii)** the name, phone number, e-mail address and registered address of the licensed transportation provider, and;
 - (b.iii)** the date and time of the transportation service, and;
 - (b.iv)** the price that you paid directly to the licensed transportation provider, for the service.

6. Rights and Obligations

- (a)** For each reservation placed through Transferfix, 2 Europe Holidays Lda reserves the right to receive a commission payment from the respective licensed transportation provider.
- (b)** 2 Europe Holidays Lda has the obligation to comply with data protection legislation. Please read our Privacy Policy published on transferfix.com
- (c)** When you place an order for a transportation service, you contract directly with the selected licensed transportation provider, and;
- (d)** as you do not enter into a contract for a transportation service with 2 Europe Holidays Lda, we have no obligation to provide the service, any after sales support, or to act as an intermediary on your behalf, in communication with the licensed transportation service provider, therefore;
- (e)** for any matter concerning the transportation service, you might have purchased, you are obliged to make direct contact with the licensed transportation provider.
- (f)** You should read these terms and conditions, our privacy policy and the terms and conditions and privacy policy of the relevant licensed transportation provider before you use the service.
- (g)** In the event of a dispute, you should take up the matter directly with the relevant licensed transportation provider.
- (h)** You shall not commit any act or do any such thing which might tarnish, damage or otherwise negatively affect the reputation and goodwill associated with Transferfix.

7. Intellectual Property

- (a)** All content on Transferfix is subject to copyright protection.
- (b)** Copyright might be owned by 2 Europe Holidays Lda, or by licensed transportation providers that give the right to 2 Europe Holidays Lda to display their copyrighted material in Transferfix.
- (c)** You have no right to reproduce any of the content on Transferfix without written permission from the owner of the copyright.
- (d)** 2 Europe Holidays Lda. owns several Transferfix logos that are trademarked.
- (e)** Where you might wish to display a Transferfix logo in your internet site or any printed material, you shall seek our written permission.
- (f)** Contact us if you want to reproduce a piece of content, but are not sure if it is covered by our copyright.

8. Liability

- (a)** We have no liability for the information that displays in the Transferfix widget, or for any action performed or not performed by a licensed transportation provider.
- (b)** We are not liable for any loss or damage that might occur during or after the use of Transferfix. This includes:-
 - (b.i)** any direct, indirect or consequential losses, and;
 - (b.ii)** any loss or damage caused by civil wrongs ('tort', including negligence), breach of contract or otherwise, and;
 - (b.iii)** the use of websites that embed the Transferfix widget, transferfix.com and any websites that are linked to or from Transferfix, and;
- (c)** We are not liable should we fail to comply with these terms and conditions because of circumstances beyond our reasonable control.
- (d)** We are liable for the availability of the Transferfix widget.
- (e)** We may be liable for any other liability which cannot be excluded or limited under applicable law.

9. Disclaimer

- (a)** While we make every effort to maintain up-to date content information in Transferfix, we do not provide any guarantee or warrant that the information will be:-
 - (a.i)** current, and;
 - (a.ii)** secure, and;
 - (a.iii)** accurate, and;
 - (a.iv)** complete.
- (b)** 2 Europe Holidays Lda does not publish advice through Transferfix or any other medium.

10. Collecting Personal information

- (a)** We collect information about you in accordance with our Privacy Policy and our Cookie Policy.
- (b)** By using Transferfix, you agree to us collecting this information and confirm that any data you provide is accurate.
- (c)** The information that you provide is passed to the licensed transportation provider, so that they might deliver their services to you.

11. Technical Safety

- (a)** Transferfix is a server side application that shall not attempt to download any file or application to your computer.
- (b)** When you place an order, Transferfix will send you an e-mail. We make every effort to verify that the Transferfix mail server is free of any malicious application, so that any e-mail from Transferfix might be safely received by your e-mail client, however;
- (c)** do be aware that because an e-mail appears to be from Transferfix, the message might not be from Transferfix, so that the header might be falsified to appear as though it is from Transferfix. The full header of any message from Transferfix shall display the IP address of the Transferfix mail server, which is 142.93.160.9. Only an e-mail from this IP address is an authentic e-mail from Transferfix.
- (d)** We are not responsible for any loss, disruption or damage to your data or computer system that might happen when you use Transferfix.

12. Offensive Technical Action

- (a)** You shall not seek to introduce any virus, trojan, worm, logic bomb or any other material that is malicious or technically harmful.
- (b)** You shall not try to gain unauthorised access to Transferfix, the Transferfix server or any other connected server.
- (c)** You shall not attack Transferfix in any way. This includes denial-of-service attacks.
- (d)** We shall report any attacks or attempts to gain unauthorised access to Transferfix to the relevant law enforcement authorities and share information about you with them.

13. Waiver and Severance

- (a)** We might decide not to exercise or enforce any right available to us under these terms and conditions.
- (b)** No failure or delay in exercising any right available to us under these terms and conditions or by law, shall constitute a waiver of any right nor shall it preclude or restrict its further exercise.
- (c)** Where any of these terms and conditions are held to be invalid, unenforceable or illegal for any reason, the remaining terms and conditions shall still apply.

14. No Agency

- (a)** It is understood and agreed that each party shall have the status of an independent contractor under these terms and conditions, and that;
- (b)** nothing in these terms and conditions shall be construed as authorization for either party to act as agent, joint venturer or representative of the other party, and that;
- (c)** neither party may create any obligations or responsibilities on behalf of or in the name of the other party.

15. Governing law

- (a)** These terms and conditions are governed by and construed in accordance with the laws of Portugal.
- (b)** Any dispute you have which relates to these terms and conditions, or your use of Transferfix (whether it be contractual or non-contractual), shall be subject to the exclusive jurisdiction of the courts of Portugal.

16. Changes to these terms and conditions

- (a)** Please check these terms and conditions regularly.
- (b)** We may update them at any time without notice.
- (c)** You shall agree to any changes where you continue to use Transferfix after the terms and conditions have been updated.

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