# Terms and Conditions

Welcome to Mira Plus AB!

These terms and conditions outline the rules and regulations for the use of Mira Plus AB's Website, located at <a href="https://www.miraplus.nu">www.miraplus.nu</a>.

These terms and conditions ("Agreement") set forth the general terms and conditions of your use of the miraplus.nu website ("Website"), "miraplus.nu" mobile application ("Mobile Application") and any of their related products and services (collectively, "Services"). This Agreement is legally binding between you ("User", "you" or "your") and this Website operator and Mobile Application developer ("Operator", "we", "us" or "our"). If you are entering into this agreement on behalf of a business or other legal entity, you represent that you have the authority to bind such an entity to this agreement, in which case the terms "User", "you" or "your" shall refer to such entity. If you do not have such authority, or if you do not agree with the terms of this agreement, you must not accept this agreement and may not access and use the Services. By accessing and using the Services, you acknowledge that you have read, understood, and agree to be bound by the terms of this Agreement. You acknowledge that this Agreement is a contract between you and the Operator, even though it is electronic and is not physically signed by you, and it governs your use of the Services.

#### Cookies

We employ the use of cookies. By accessing miraplus.nu, you agreed to use cookies in agreement with the Mira Plus AB's Privacy Policy.

Most interactive websites use cookies to let us retrieve the user's details for each visit. Cookies are used by our website to enable the functionality of certain areas to make it easier for people visiting our website. Some of our affiliate/advertising partners may also use cookies.

### License

Unless otherwise stated, Mira Plus AB and/or its licensors own the intellectual property rights for all material on miraplus.nu. All intellectual property rights are reserved. You may access this from miraplus.nu for your own personal use subject to restrictions set in these terms and conditions.

#### You must not:

- Republish material from miraplus.nu
- Sell, rent or sub-license material from miraplus.nu
- Reproduce, duplicate or copy material from miraplus.nu
- Redistribute content from miraplus.nu

This Agreement shall begin on the date hereof.

Parts of this website offer an opportunity for users to post and exchange opinions and information in certain areas of the website. Mira Plus AB does not filter, edit, publish or review Comments prior to their presence on the website. Comments do not reflect the views and opinions of Mira Plus AB, its agents and/or affiliates. Comments reflect the views and opinions of the person who post their views and opinions. To the extent permitted by applicable laws, Mira Plus AB shall not be liable for the Comments or for any liability, damages or expenses caused and/or suffered as a result of any use of and/or posting of and/or appearance of the Comments on this website.

Mira Plus AB reserves the right to monitor all Comments and to remove any Comments which can be considered inappropriate, offensive or causes breach of these Terms and Conditions.

You warrant and represent that:

- You are entitled to post the Comments on our website and have all necessary licenses and consents to do so;
- The Comments do not invade any intellectual property right, including without limitation copyright, patent or trademark of any third party;
- The Comments do not contain any defamatory, libelous, offensive, indecent or otherwise unlawful material which is an invasion of privacy
- The Comments will not be used to solicit or promote business or custom or present commercial activities or unlawful activity.

You hereby grant Mira Plus AB a non-exclusive license to use, reproduce, edit and authorize others to use, reproduce and edit any of your Comments in any and all forms, formats or media.

### **Hyperlinking to our Content**

The following organizations may link to our Website without prior written approval:

- Government agencies;
- Search engines;
- News organizations;
- Online directory distributors may link to our Website in the same manner as they hyperlink to the Websites of other listed businesses; and
- System wide Accredited Businesses except soliciting non-profit organizations, charity shopping malls, and charity fundraising groups which may not hyperlink to our Web site.

These organizations may link to our home page, to publications or to other Website information so long as the link: (a) is not in any way deceptive; (b) does not falsely imply sponsorship, endorsement or approval of the linking party and its products and/or services; and (c) fits within the context of the linking party's site.

We may consider and approve other link requests from the following types of organizations:

- commonly-known consumer and/or business information sources;
- dot.com community sites;
- associations or other groups representing charities;
- online directory distributors;
- internet portals;
- accounting, law and consulting firms; and
- educational institutions and trade associations.

We will approve link requests from these organizations if we decide that: (a) the link would not make us look unfavorably to ourselves or to our accredited businesses; (b) the organization does not have any negative

records with us; (c) the benefit to us from the visibility of the hyperlink compensates the absence of Mira Plus AB; and (d) the link is in the context of general resource information.

These organizations may link to our home page so long as the link: (a) is not in any way deceptive; (b) does not falsely imply sponsorship, endorsement or approval of the linking party and its products or services; and (c) fits within the context of the linking party's site.

If you are one of the organizations listed in paragraph 2 above and are interested in linking to our website, you must inform us by sending an email to Mira Plus AB. Please include your name, your organization name, contact information as well as the URL of your site, a list of any URLs from which you intend to link to our Website, and a list of the URLs on our site to which you would like to link. Wait 2-3 weeks for a response.

Approved organizations may hyperlink to our Website as follows:

- By use of our corporate name; or
- By use of the uniform resource locator being linked to; or
- By use of any other description of our Website being linked to that makes sense within the context and format of content on the linking party's site.

No use of Mira Plus AB's logo or other artwork will be allowed for linking absent a trademark license agreement.

#### **iFrames**

Without prior approval and written permission, you may not create frames around our Web Pages that alter in any way the visual presentation or appearance of our Website.

### **Content Liability**

We shall not be held responsible for any content that appears on your Website. You agree to protect and defend us against all claims that are rising on your Website. No link(s) should appear on any Website that may be interpreted as libelous, obscene or criminal, or which infringes, otherwise violates, or advocates the infringement or other violation of, any third party rights.

# Trips and booking

Booking your trip and payment details

1. To make a booking please follow the procedure shown on our website or ask for an offline application form. The relevant application form may need to be completed by each person traveling. Where you are under 18 at the time of booking, the application form also needs to be signed by your parent or guardian or initiated online during the booking process. The completed booking form must then be sent to us together with the payments referred to in paragraph 2 below. Children under age of 18 need to be accompanied with a parent or guardian and follow the travel recommendations and safety guidelines. Unless mentioned otherwise in the regulations, infants and small children shall travel in travel seats or carried on baby carriers and we hold no reliability of their safety and behavior and it is accompanied by parent or guardian full responsibility.

Where we have already confirmed the availability of your chosen arrangements and you book within any applicable time limit for doing so, your booking will be treated as firm and a contract between us will come into existence as soon as we receive your completed application form and your deposit. We will then send you a receipt for all payments made and our invoice. Where we have not confirmed availability, your booking will be treated as firm and a contract between us will come into existence when we dispatch our invoice to you. Where you book through our website without prior confirmation of

availability, any electronic acknowledgement of your booking is not a confirmation of it. Please check your invoice carefully as soon as you receive it. Contact us immediately if any information which appears on the invoice or any other document appears to be incorrect or incomplete.

- 2. A minimum deposit of 250 Swedish krona per person must accompany the booking. We also offer and encourage an installment plan with 50% of the trip payment made by a minimum of 3 months prior to departure. In any case the full balance must be received by us by six weeks prior to departure. Bookings made within six weeks require immediate full payment.
- If, for any reason, the balance (including any surcharge where applicable) is not received by the due date, we reserve the right to treat the booking as canceled by you. If we do not cancel straight away because you have promised to make payment, you must pay the cancellation charges shown in paragraph 7 depending on the date we reasonably treat your booking as canceled.
- 3. The price quoted for any trip covers the cost of the planning, the organization and carrying out of the trip, including group equipment, supplies, accommodation, administration and staff, except for the following, for which the you must be responsible: vaccination fees, travel insurance, cost of travel to and from the start / return point of your trip including your international flights, cost of passport and visas, personal equipment and personal expenses while on the trip and any other expenses specifically excluded on the trip description and/or invoice.

We reserve the right to make changes to and correct errors in quoted prices at any time before your trip is confirmed. We will advise you of any error of which we are aware and of the then applicable price at the time of booking.

Once the price of your chosen trip has been confirmed at the time of booking, then subject to the correction of errors, we will only increase or decrease the price in the event of any change in our transportation costs or in dues, taxes or fees or in the exchange rates which have been used to calculate the cost of your trip.

A surcharge or refund (as applicable) will be payable, subject to the conditions set out in this clause. Even in the above cases, only if the amount of any increase in our costs exceeds 2% of the total cost of your trip will we levy a surcharge. If any surcharge is greater than 10% of the cost of your trip, you will be entitled to cancel your booking and receive a full refund of all monies you have paid to us or alternatively purchase another trip from us as referred to in paragraph 12.

Where applicable, you have 14 days from the issue date printed on the surcharge invoice to tell us if you want to choose option (2) or (3) as set out in paragraph 12 below. If you do not tell us that you wish to choose either of these options within this period of time, we are entitled to assume that you do not wish to do so and will pay the surcharge. Any surcharge must be paid with the balance of the cost of the trip or within 14 days of the issue date printed on the surcharge invoice, whichever is the later. A refund will only be payable if the decrease in our costs exceeds 2% of the total cost of your trip as set out above. Where a refund is due, we will pay you the full amount of the decrease in our costs. We promise not to levy a surcharge within 30 days of departure and no refund will be payable during this period either.

4. Travel insurance: It is essential that you have adequate and appropriate cover for your trip including any adventurous activities such as trekking at altitude. Note that the majority of our trips do not require the use of climbing ropes and are all supervised. It is important to have adequate insurance which will cover cancellation costs from the date of booking as well as medical expenses (including evacuation and repatriation). If you travel against recommended advice, the validity of your insurance policy may be affected. Please read your policy details carefully and take them with you on your trip. It is your responsibility to ensure that the insurance cover you purchase is suitable and adequate for your particular needs.

5. Health: Except as disclosed in your medical questionnaire, you are taken to confirm at the time of booking that you are in good health, physically capable of undertaking all aspects of the trip, and unaware of any reason why you may be unsuited to taking part or may be likely to suffer illness or injury during the trip, taking into account its challenges and purposes. If you are unable to give for this confirmation for any reason or have any medical condition or disability which may affect your trip, you must contact us before you submit your application form so that we can assist you in considering the suitability of the trip for you.

If any information given in the application form or medical questionnaire is shown to be materially incorrect or incomplete, we reserve the right to cancel your booking or terminate your participation in the trip, depending on when we become aware of the true position. In this situation, cancellation charges as set out in paragraph 7 will apply and we will not be responsible for any costs or expenses incurred as a result.

6. Special requests: Please advise us of any special requests prior to making your booking. Where possible, we will endeavor to meet or arrange for our suppliers to meet any such request. Confirmation that a special request has been noted or passed on to the supplier or the inclusion of the special request on your invoice or any other documentation is not confirmation that the request will be met. Unless and until specifically confirmed, all special requests are subject to availability. For your own protection, you should obtain confirmation in writing that a special request will be complied (where it is possible to give this) where it is important to you.

# Cancellations and changes

7. Cancellation of bookings must be notified to us by letter or email by the party leader as soon as possible. Your notice of cancellation will only be effective when it is received in writing by us. Except as set out in paragraph 8 below, the following cancellation charges will be payable.

Period before departure within which written notification of cancellation is received by us	Cancellation charge per person cancelling (% of total cost)
12 weeks or more	10%
12 - 6 weeks	25%
6 to 2 weeks	50%
2 to 1 weeks	75%
1 week to date of departure or later	100%

8. Depending on the reason for cancellation, you may be able to reclaim these cancellation charges (less any applicable excess) under the terms of your insurance policy. Claims must be made directly to the insurance company concerned. Where a part cancellation of a booking affects the basis on which the price was calculated, we will recalculate and re-invoice you accordingly.

- 9. You may transfer your place to someone else (introduced by you) if you are prevented from traveling, provided we are notified not less than 2 weeks before departure and subject to the practicality of changing certain bookings made in your name. All costs and charges incurred by us and/or incurred or imposed by any of our suppliers as a result must be paid before the transfer can be effected. Any overdue balance payment must also be received.
- 10. Changes to your confirmed trip can be considered depending on practicalities and availability, but there might be a cost associated with these changes. We do not charge an amendment fee for doing so and will only pass on any extra costs involved in providing additional or alternative services which are incurred or imposed by any of our suppliers. A change of holiday dates will normally be treated as a cancellation of the original booking and rebooking in which case cancellation charges will apply. Changes may result in the recalculation of the holiday price where, for example, the basis on which the price of the original holiday was calculated has changed.
- 11. The itinerary is a guide to which we will attempt to adhere, but it may be necessary to alter this at short notice as a result of circumstances or events outside our control such as adverse weather or road conditions or any of those amounting to force majeure (see paragraph 13), or due to the operating conditions imposed by owners and operators of accommodation, facilities and transport. Your itinerary will, however, be the same in content as far as is reasonably possible, unless circumstances beyond our control make this impossible. Should weather conditions involve you in extra costs such as accommodation, transportation and meals, these will be borne by mutual agreement between us.
- 12. Changes and cancellation by us: As referred to above, we may have to make changes to and correct errors in advertised and confirmed details and also cancel confirmed bookings which we must reserve the right to do. Please note, our trips may require a minimum number of participants to enable us to operate them. If the minimum number of bookings required for a particular trip has not been received, we are entitled to cancel it. We will notify you of cancellation for this reason no less than 28 days prior to departure.

Most changes are minor. Occasionally, we have to make a "significant change". A significant change is a change made before departure which we can reasonably be expected to have a major effect on your trip. If we have to make a significant change or cancel, we will tell you as soon as possible. If there is time to do so before departure, we will offer you the choice of the following options:-

(for significant changes) accepting the changed arrangements; or

purchasing an alternative trip from us, of a similar standard to that originally booked if available. We will offer you at least one alternative trip of equivalent or higher standard for which you will not be asked to pay any more than the price of the original trip. If this trip is in fact cheaper than the original one, we will refund the price difference. If you do not wish to accept the trip we specifically offer you, you may choose any of our other then available trips but you must pay the applicable price of any such trip. This will mean you paying more if it is more expensive or receiving a refund if it is cheaper;

Please note, the above options are not available where any change made is a minor one.

If we have to make a significant change or cancel we will, where appropriate, pay you the reasonable compensation depending on the circumstances and when the significant change or cancellation is notified to you subject to the following exceptions. Compensation will not be payable and no liability beyond offering the above mentioned choices can be accepted where:

we are forced to make a change or cancel as a result of unusual and unforeseeable circumstances beyond our control such as force majeure, the consequences of which we could not have avoided even with all due care; or where applicable, we have to cancel because the minimum number of bookings necessary for us to operate your trip has not been reached (see above).

No compensation will be payable and the above options will not be available if we cancel as a result of your failure to comply with any requirement of these booking conditions entitling us to cancel (such as paying on time) or where a change is a minor one.

Very rarely, we may be forced by "force majeure" (see paragraph 13) to change or terminate your trip after departure but before the scheduled end of your time away. If this situation does occur, we regret we will be unable to make any refunds (unless we obtain any refunds from our suppliers), pay you any compensation or meet any costs or expenses you incur as a result.

13. In these booking conditions, "force majeure" means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include, whether actual or threatened, war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, significant risks to human health such as the outbreak of serious disease at the travel destination, adverse weather conditions, fire and all similar events outside our control. Except where otherwise expressly stated in these booking conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our obligations under our contract with you is prevented or affected by or you otherwise suffer any damage, loss or expense of any nature as a result of "force majeure".

# 14. Our Liability to you

We promise to make sure that the trip arrangements we have agreed to make, perform or provide as applicable as part of our contract with you are made, performed or provided with reasonable skill and care. This means that, subject to these booking conditions, we will accept responsibility if, for example, you suffer death or personal injury or your contracted trip arrangements are not provided as promised or prove deficient as a result of the failure of ourselves, our employees, agents or suppliers to use reasonable skill and care in making, performing or providing, as applicable, your contracted trip arrangements.

Please note, it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim against us. In addition, we will only be responsible for what our employees, agents and suppliers do or do not do if they were at the time acting within the course of their employment (for employees) or carrying out work we had asked them to do (for agents and suppliers).

We will not be responsible for any injury, illness, death, loss (including loss of possessions and loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following:

your act(s) and/or omission(s); or the act(s) and/or omission(s) of a third party not connected with the provision of your trip and which were unforeseeable or unavoidable; or 'force majeure' as defined in paragraph 13 above

We cannot accept responsibility for any services which do not form part of our contract. This includes, for example, any additional services which any supplier (including any of the partners or other parties Mira Plus AB chooses to operate with – see below) agrees to provide or arrange for you where we have not agreed to provide or arrange these services as part of our contract. Such additional services will include any activities which do not form part of your contracted trip arrangements which a supplier agrees to provide or arrange for you while you are away.

In addition, regardless of any wording used by us on our website, in any advertising material or elsewhere, we only promise to use reasonable skill and care as set out above and we do not have any greater or different liability to you. Many of your trip arrangements may be provided by regional

companies. These companies share our name by virtue of shared standards and branding and due to our investment in them, but they are separate legal entities and are not subsidiaries of or otherwise legally connected with us other than as suppliers of services included in your trip. They operate entirely independently of Mira Plus AB and have their own terms and conditions.

The promises we make to you about the services we have agreed to provide or arrange as part of our contract - and the laws and regulations of the country in which your claim occurred - will be used as the basis for deciding whether the services in question had been properly provided. If the particular services which gave rise to the claim or complaint complied with local laws and regulations applicable to those services at the time, the services will be treated as having been properly provided. This will be the case even if the services did not comply with the laws and regulations of the kingdom of Sweden which would have applied had those services been provided in the kingdom of Sweden The exception to this is where the claim concerns the absence of a safety feature which might lead a reasonable participant to refuse to take the trip in question.

Where we are found liable for loss of and/or damage to any luggage or personal possessions (including money), the maximum amount we will have to pay you is 500 SEK per person affected unless a lower limitation applies to your claim under this paragraph or paragraph 14(6) below. You must ensure you have appropriate travel insurance to protect your personal belongings. For all other claims which do not involve death or personal injury, if we are found liable to you on any basis the maximum amount we will have to pay you is twice the price (excluding amendment charges) paid by or on behalf of the person(s) affected in total unless a lower limitation applies to your claim under paragraph 14(6) below. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your trip.

Where any claim or part of a claim (including those involving death or personal injury) concerns or is based on any travel arrangements (including the process of getting on and/or off the transport concerned) provided by any air, sea or rail carrier to which any international convention or EU regulation applies, the maximum amount of compensation we will have to pay you will be limited.

The most we will have to pay you for that claim or that part of a claim if we are found liable to you on any basis is the most the carrier concerned would have to pay under the international convention or regulation which applies to the travel arrangements in question (for example, the Warsaw Convention as amended or unamended and the Montreal Convention for international travel by air and/or for airlines with an operating license granted by an EU country, the EC Regulation on Air Carrier Liability No 889/2002 for national and international travel by air, the Athens Convention for international travel by sea (as amended by the 2002 Protocol where applicable) and COTIF, the Convention on International Travel by Rail).

Please note: where a carrier would not be obliged to make any payment to you under the applicable international convention or regulation in respect of a claim or part of a claim, we similarly are not obliged to make a payment to you for that claim or part of the claim. When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the carrier for the claim in question. Copies of the applicable international conventions and regulations are available from us on request.

Please note, we cannot accept any liability for any damage, loss, expense or other sum(s) of any description (1) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you or (2) which did not result from any breach of contract or other fault by ourselves or our employees or, where we are responsible for them, our suppliers. Additionally we cannot accept liability for any business losses including self employed loss of earnings.

Delays, behavior, damage and complaints

- 15. Delay: We regret we are not in a position to offer you any assistance in the event of delay at your outward or homeward point of departure. Depending on the circumstances, if you are flying with an EU carrier, the airline may be required to pay you compensation and/or refund the cost of your flight and/or provide you with accommodation and/or refreshments in the event of a significant delay or cancellation. However, we have no liability to make any such payments to you and you must pursue the airline or other transport operator concerned for any payment which may be due. Please remember that it is your responsibility to ensure you arrive at the departure location for your chosen tour, all costs associated with this are therefore your sole responsibility. This is even the case where we assist you in making any necessary additional arrangements where, for example, your flights were delayed and you missed your pre-booked transfer with us.
- 16. You are recommended to consult us before booking and in good time before departure check updates given by airport, airlines and agencies offering services for your trip that is published regularly and updated travel information
- 17. Conditions of suppliers: Suppliers, including transport operators, provide their services in accordance with their own terms and conditions. These terms may limit or exclude their liability to you in the event of death, personal injury, delay or loss / damage of personal possessions.
- 18. Decisions of Mira Plus AB, behavior and damage: While the trip is in progress, all decisions are made by Mira Plus AB staff or staff employed by our partner regional companies and you must act in accordance with all reasonable instructions you are given. The team leader, trip guide or other member of our staff or staff employed by our regional companies may withdraw you from the trip at any time if they are of the reasonable opinion that your continued presence is prejudicing or is likely to prejudice the good order, discipline, safety or successful operation of the trip or the safety or well-being of any individual participant(s) or other third party or if you break any law or regulation of any country where the trip takes place.

We expect all clients to have consideration for other people. If in our reasonable opinion or in the reasonable opinion of any other person in authority, you behave in such a way as to cause or be likely to cause danger, upset or distress to our staff or to any third party or damage to property, we are entitled, without prior notice, to terminate your trip.

We or staff employed by Mira Plus AB or partner companies are entitled to withdraw you from a trip in the above circumstances where the information provided on your application form or medical questionnaire proves to be materially inaccurate or incomplete. Where you are withdrawn, you will be required to leave the trip immediately and we will have no further responsibility towards you. No refunds will be made and we will not pay any expenses or costs incurred as a result of the withdrawal. You will in addition have to indemnify us against any loss or expense that may be incurred as a result of your actions.

You accept responsibility for any damage or loss caused by you. Full payment for any such damage or loss (reasonably estimated if not precisely known) must be made direct to the accommodation owner or manager or other supplier or to us as soon as possible. If the actual cost of the loss or damage exceeds the amount paid where estimated, you must pay the difference once known. If the actual cost is less than the amount paid, the difference will be refunded. You will also be responsible for meeting any claims subsequently made against us and all costs incurred by us (including our own and the other party's full legal costs) as a result of your actions. You should ensure you have appropriate travel insurance to protect you if this situation arises.

19. Passport and visa requirements: The passport and visa requirements for the trips we offer are shown on the relevant page on our website but requirements may change and you must check the up to date position in good time before departure. A full Swedish passport presently takes approximately 1 to 6 weeks to obtain. If you are 16 or over and haven't yet got a passport, you should apply for one at least 6

weeks before departure. The Swedish Passport Service has to confirm your identity before issuing your first passport and will ask you to attend an interview in order to do this. If you are not a Swedish citizen or hold a non Swedish passport, you must check passport and visa requirements with the embassy or consulate of the country(ies) to or through which you are intending to travel.

You must ensure you are in possession of all necessary travel and health documents before departure. All costs incurred in obtaining such documentation must be paid by you. We regret we cannot accept any liability if you are refused entry onto any transport or into any country due to failure on your part to carry all required documentation. If failure to have any necessary travel or other documents results in fines, surcharges or other financial penalty being imposed on us, you will be responsible for reimbursing us accordingly.

- 20. Health requirements: Details of any compulsory health requirements applicable to Swedish and non-Swedish citizens for the trips we offer are shown on the relevant trip page on our website. It is your responsibility to ensure you are aware of all recommended vaccinations and health precautions in good time before departure. Information on health abroad is also available on Skatteverket website <a href="https://www.forsakringskassan.se/english/travel-work-study-or-receive-care-abroad/travel-or-receive-medical-or-dental-treatment-abroad">https://www.forsakringskassan.se/english/travel-work-study-or-receive-care-abroad/travel-or-receive-medical-or-dental-treatment-abroad</a>. For trips in the EU / EEA you should obtain an EHIC (European Health Insurance Card) prior to departure. EHIC can be obtained from the swedish insurance agency from <a href="https://www.forsakringskassan.se/privatperson/resa-arbeta-flytta-studera-eller-fa-vard-utomlands/resa-utomlands/bestall-eu-kort#/">https://www.forsakringskassan.se/privatperson/resa-arbeta-flytta-studera-eller-fa-vard-utomlands/resa-utomlands/bestall-eu-kort#/</a>. An EHIC is not a substitute for travel insurance. Health requirements and recommendations may change and you must check the up to date position in good time before departure.
- 21. Complaints. In the unlikely event that you have any reason to complain or experience any problems with your trip whilst away, you must immediately inform your trip guide or our local agent (if we have one) and the supplier of the service(s) in question. Any verbal notification must be put in writing and given to our trip guide / local agent and the supplier as soon as possible. If any complaint or problem is not resolved to your satisfaction by the trip guide, local agent or supplier, you must contact us in the kingdom of Sweden using the contact details we have provided you with during your trip, giving us full details and a contact number. Until we know about a complaint or problem, we cannot begin to resolve it. Most problems can be dealt with quickly. If you remain dissatisfied, however, you must write to us within 14 days of the end of your trip giving your booking reference and full details of your complaint. For all complaints and claims which do not involve death, personal injury or illness, we regret we cannot accept liability if you fail to notify the complaint or claim entirely in accordance with this clause. In the unlikely event you have a complaint which we cannot amicably resolve, you may, as an alternative to bringing a claim in the courts, use the independent resolution scheme. This scheme enables a dispute to be resolved on documents alone with limited liability for costs. Full details are available on request.

# Contract law and financial security

- 22. Your contract: We both agree that Swedish law (and no other) will apply to your contract and to any dispute, claim or other matter of any description which arises between us ("claim") except as set out below. We both also agree that any claim (and whether or not involving any personal injury) which arises between us must be dealt with by the courts of Sweden. In the case, proceedings must either be brought in the courts of your home country or those of Sweden, you may choose to have your contract and any claim governed by the law of Sweden as applicable (but if you do not so choose, Swedish law will apply). Please also see clause 21 "Complaints" above with regards to the scheme of Alternative Dispute Resolution that we offer.
- 23. Our website: The information contained in our website and in our other advertising material is believed correct to the best of our knowledge at the time of publication. However, errors may

occasionally occur and information may subsequently change. You must therefore ensure you check all details of your chosen trip (including the price) with us at the time of booking.

24. Overseas standards: It is the requirements and standards of the country in which any services which make up your trip are provided which apply to those services and not those of the kingdom of Sweden. As a general rule, these requirements and standards will not be the same as the kingdom of Sweden and may often be lower.

#### 25. Your Financial Protection:

Mira Plus AB is a company committed to customer satisfaction and consumer financial protection. In accordance with the current Package Travel Regulations all passengers booking with us are fully insured for the initial deposit, and subsequently the balance of monies paid as detailed in your booking confirmation form. The policy will also include repatriation if required, arising from the cancellation or curtailment of your travel arrangements due to the insolvency of Mira Plus AB.

In the unlikely event of Insolvency of Mira Plus AB please follow the procedures below:

Claims should be submitted in writing, supported by documented evidence quantifying the value of the claim, to Mira Plus AB address or via email to info@miraplus.nu

Policy exclusions: This policy will not cover any monies paid back to you by your Travel Insurance or any losses which are recoverable under another insurance or bond (with the exception of Credit and Debit card). This policy will also not cover any loss sustained by Passenger(s) booked on a flight-inclusive package sold and commencing within the Kingdom of Sweden.

\*\*Policy Period covers bookings made within the dates specified regardless of date of travel\*\*

### **Privacy Policy**

Please check privacy policy on <a href="https://www.miraplus.nu/privacy-policy">www.miraplus.nu/privacy-policy</a>

### **Reservation of Rights**

We reserve the right to request that you remove all links or any particular link to our Website. You approve to immediately remove all links to our Website upon request. We also reserve the right to amend these terms and conditions and its linking policy at any time. By continuously linking to our Website, you agree to be bound to and follow these linking terms and conditions.

#### Removal of links from our website

If you find any link on our Website that is offensive for any reason, you are free to contact and inform us any moment. We will consider requests to remove links but we are not obligated to or so or to respond to you directly.

We do not ensure that the information on this website is correct, we do not warrant its completeness or accuracy; nor do we promise to ensure that the website remains available or that the material on the website is kept up to date.

#### Disclaimer

To the maximum extent permitted by applicable law, we exclude all representations, warranties and conditions relating to our website and the use of this website. Nothing in this disclaimer will:

• limit or exclude our or your liability for death or personal injury;

- limit or exclude our or your liability for fraud or fraudulent misrepresentation;
- limit any of our or your liabilities in any way that is not permitted under applicable law; or
- exclude any of our or your liabilities that may not be excluded under applicable law.

The limitations and prohibitions of liability set in this Section and elsewhere in this disclaimer: (a) are subject to the preceding paragraph; and (b) govern all liabilities arising under the disclaimer, including liabilities arising in contract, in tort and for breach of statutory duty.

As long as the website and the information and services on the website are provided free of charge, we will not be liable for any loss or damage of any nature.

### **Accounts and membership**

If you create an account on the Services, you are responsible for maintaining the security of your account and you are fully responsible for all activities that occur under the account and any other actions taken in connection with it. We may, but have no obligation to, monitor and review new accounts before you may sign in and start using the Services. Providing false contact information of any kind may result in the termination of your account. You must immediately notify us of any unauthorized uses of your account or any other breaches of security. We will not be liable for any acts or omissions by you, including any damages of any kind incurred as a result of such acts or omissions.

#### **User content**

We do not own any data, information or material (collectively, "Content") that you submit on the Services in the course of using the Service. You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all submitted Content. We may monitor and review the Content on the Services submitted or created using our Services by you. You grant us permission to access, copy, distribute, store, transmit, reformat, display and perform the Content of your user account solely as required for the purpose of providing the Services to you. Without limiting any of those representations or warranties, we have the right, though not the obligation, to, in our own sole discretion, refuse or remove any Content that, in our reasonable opinion, violates any of our policies or is in any way harmful or objectionable. You also grant us the license to use, reproduce, adapt, modify, publish or distribute the Content created by you or stored in your user account for commercial, marketing or any similar purpose.

#### **Backups**

We perform regular backups of the Website and its Content and will do our best to ensure completeness and accuracy of these backups. In the event of the hardware failure or data loss we will restore backups automatically to minimize the impact and downtime.

#### Links to other resources

Although the Services may link to other resources (such as websites, mobile applications, etc.), we are not, directly or indirectly, implying any approval, association, sponsorship, endorsement, or affiliation with any linked resource, unless specifically stated herein. Some of the links on the Services may be "affiliate links". This means if you click on the link and purchase an item, the Operator will receive an affiliate commission. We are not responsible for examining or evaluating, and we do not warrant the offerings of, any businesses or individuals or the content of their resources. We do not assume any responsibility or liability for the actions, products, services, and content of any other third parties. You should carefully review the legal statements and other conditions of use of any resource which you access through a link on the Services. Your linking to any other off-site resources is at your own risk.

### **Prohibited uses**

In addition to other terms as set forth in the Agreement, you are prohibited from using the Services or Content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Services, third party products and services, or the Internet; (h) to spam, phish, pharm, pretext, spider, crawl, or scrape; (i) for any obscene or immoral purpose; or (j) to interfere with or circumvent the security features of the Services, third party products and services, or the Internet. We reserve the right to terminate your use of the Services for violating any of the prohibited uses.

# Intellectual property rights

"Intellectual Property Rights" means all present and future rights conferred by statute, common law or equity in or in relation to any copyright and related rights, trademarks, designs, patents, inventions, goodwill and the right to sue for passing off, rights to inventions, rights to use, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, rights to claim priority from, such rights and all similar or equivalent rights or forms of protection and any other results of intellectual activity which subsist or will subsist now or in the future in any part of the world. This Agreement does not transfer to you any intellectual property owned by the Operator or third parties, and all rights, titles, and interests in and to such property will remain (as between the parties) solely with the Operator. All trademarks, service marks, graphics and logos used in connection with the Services, are trademarks or registered trademarks of the Operator or its licensors. Other trademarks, service marks, graphics and logos used in connection with the Services may be the trademarks of other third parties. Your use of the Services grants you no right or license to reproduce or otherwise use any of the Operator or third party trademarks.

# **Limitation of liability**

To the fullest extent permitted by applicable law, in no event will the Operator, its affiliates, directors, officers, employees, agents, suppliers or licensors be liable to any person for any indirect, incidental, special, punitive, cover or consequential damages (including, without limitation, damages for lost profits, revenue, sales, goodwill, use of content, impact on business, business interruption, loss of anticipated savings, loss of business opportunity) however caused, under any theory of liability, including, without limitation, contract, tort, warranty, breach of statutory duty, negligence or otherwise, even if the liable party has been advised as to the possibility of such damages or could have foreseen such damages. To the maximum extent permitted by applicable law, the aggregate liability of the Operator and its affiliates, officers, employees, agents, suppliers and licensors relating to the services will be limited to an amount no greater than one dollar or any amounts actually paid in cash by you to the Operator for the prior one month period prior to the first event or occurrence giving rise to such liability. The limitations and exclusions also apply if this remedy does not fully compensate you for any losses or fails of its essential purpose.

#### Indemnification

You agree to indemnify and hold the Operator and its affiliates, directors, officers, employees, agents, suppliers and licensors harmless from and against any liabilities, losses, damages or costs, including reasonable attorneys' fees, incurred in connection with or arising from any third party allegations, claims, actions, disputes, or demands asserted against any of them as a result of or relating to your Content, your use of the Services or any willful misconduct on your part.

# Severability

All rights and restrictions contained in this Agreement may be exercised and shall be applicable and binding only to the extent that they do not violate any applicable laws and are intended to be limited to the extent necessary so that they will not render this Agreement illegal, invalid or unenforceable. If any provision or portion of any provision of this Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, it is the intention of the parties that the remaining provisions or portions thereof shall constitute their agreement with respect to the subject matter hereof, and all such remaining provisions or portions thereof shall remain in full force and effect.

# **Dispute resolution**

The formation, interpretation, and performance of this Agreement and any disputes arising out of it shall be governed by the substantive and procedural laws of Sweden without regard to its rules on conflicts or choice of law and, to the extent applicable, the laws of Sweden. The exclusive jurisdiction and venue for actions related to the subject matter hereof shall be the courts located in Sweden, and you hereby submit to the personal jurisdiction of such courts. You hereby waive any right to a jury trial in any proceeding arising out of or related to this Agreement. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

# **Changes and amendments**

We reserve the right to modify this Agreement or its terms related to the Services at any time at our discretion. When we do, we will revise the updated date at the bottom of this page. We may also provide notice to you in other ways at our discretion, such as through the contact information you have provided.

An updated version of this Agreement will be effective immediately upon the posting of the revised Agreement unless otherwise specified. Your continued use of the Services after the effective date of the revised Agreement (or such other act specified at that time) will constitute your consent to those changes.

### Acceptance of these terms

You acknowledge that you have read this Agreement and agree to all its terms and conditions. By accessing and using the Services you agree to be bound by this Agreement. If you do not agree to abide by the terms of this Agreement, you are not authorized to access or use the Services. This terms and conditions policy was created with the help of WebsitePolicies.com

### Contacting us

If you have any questions, concerns, or complaints regarding this Agreement, we encourage you to contact us using the details below:

https://www.miraplus.nu/contact/

info@miraplus.nu

This document was last updated on September 29, 2022