

## TERMS AND CONDITIONS OF USE OF THE "City Lights Tours" WEBSITE

Read carefully the terms here under as they define the conditions of access and use of the website

### 1) DEFINITIONS

- **terms and conditions of use** refers to the terms and conditions which regulate the use of this website by the user
- **services** refers to the functions, devices, applications, information and other services accessible through this website
- **user** refers to any person which accesses and/or utilizes this website
- **website** refers to the "home page" and other pages characterized by the domain name citylightstours. com, owned and managed by City Lights Tours
- **material/s** refers to any type of material or immaterial good which is rendered available through this website, including for example merchandising products, data, drawings, images, photographs, illustrations, descriptions, informative texts, films, audio files, music and sounds, services, software and other accessorial programs.
- **content/s** refers to messages, data, information, texts and other material including that of advertising nature.

### 2) INTELLECTUAL PROPERTY RIGHTS

All the Materials of this Website are protected by the copyright defined by the expression "ALL RIGHTS ARE RESERVED" owned by City Lights Tours and by its affiliates and/or Partners and/or of third party licensees.

Except for the present, no material can be copied, modified, reproduced, distributed, publicized, downloaded, rendered accessible to the public, diffused or transmitted in any form and through any means, without the prior written consent of City Lights Tours or a qualified representative; nor may any notice, indicator of copyright or other type of patent contained in the materials be removed or altered.

The authorization of use of the website does not include the faculty of selling, commercializing, distributing the contents of the website or create works and/or materials derived from the website materials, such as for example website framing activities, reproduction of client information of use to others and/or any type of data extraction and/or use of apparatus for the gathering and extraction of data contained in this website.

City Lights Tours expressly prohibits the uploading on the website of users materials such as, for example, music, software, images and any other materials which constitute a violation of the intellectual property rights of third parties, except for when the user has obtained the necessary authorizations.

### **3) DISPUTES REGARDING CLAIMS OF COPYRIGHT VIOLATION**

City Lights Tours respects the intellectual property rights of third parties. Where the user deems that his/her work has been copied and uploaded on this website and that such actions constitute a copyright violation, he/she must provide the City Lights Tours responsible with the following written documentation:

- Signature, even digital, of the person authorized to act on behalf of the copyright owner
- Description of the copyrighted work that the user deems to be violated
- Indication of the exact position, within the website, of the copyrighted material that the user deems violated.
- User's declaration of good faith regarding the fact that the contested use was not authorized by the copyright holder, by the claimant or permitted by law
- User's declaration that the above information is correct and that the user is the only copyright holder or that he is authorized to act on behalf of the copyright holder.

### **4) PRODUCT VALIDITY, MODIFICATIONS & AMENDMENTS**

Products offered by City Lights Tours are valid as per the dates and times displayed at [www.citylightstours.com](http://www.citylightstours.com). City Lights Tours is not responsible or liable for any information that it does not directly provide.

All requests for booking modifications/amendments must be directed to the City Lights Tours Customer Care Team via email at [citylightsrome@gmail.com](mailto:citylightsrome@gmail.com), phone numbers +39 32018347 or +39 3889096031

1. City Lights Tours does not charge a fee to amend or change the dates or times of an existing booking, as long as the request is received by our Customer Care team more than seventy two (72) hours ahead of your confirmed tour date.
2. If you request a date/time change City Lights Tours will attempt to honor your request; However City Lights Tours cannot guarantee date/time change requests as all requests and amendments are subject to availability.

City Lights Tours reserves the right to cancel, change or substitute any tour that you have booked at [www.citylightstours.com](http://www.citylightstours.com), at any time, for reason related to accessibility of the sights/museums. In

such cases, if you are dissatisfied with the alternatives offered, you are entitled to a full refund of the original purchase price.

## **5) PAYMENTS, REFUNDS & CANCELLATIONS**

- City Lights Tours accepts the following credit cards: Mastercard, Visa.
- There is no charge or service fee for processing credit-card payments.
- Full payment by credit card is required to make a reservation. Payment will be listed as City Lights Tours on the credit card statement.
- Canceling a booking with City Lights Tours can result in cancellation fees being applied by City Lights Tours, as outlined below. When cancelling any booking you will be notified via email or fax of the successful cancellation and cancellation fees incurred.
- City Lights Tours enforces a 72 hour advance refund policy.
- Cancellations must be communicated via e-mail at [citylightsrome@gmail.com](mailto:citylightsrome@gmail.com), no less than 72 hours in advance of the tour in order to receive a refund.
- All cancellations are subject to a cancellation fee of 5% of the total charged per person.
- No partial refunds will be given for cancellations made within 72 hours of a tour.
- No partial refunds are available once a tour has commenced.
- Full refunds only offered at the discretion of management

## **6) DISCLAIMERS & LIMITATIONS OF LIABILITY**

City Lights Tours accepts no responsibility for any sickness, pilferage, labour disputes, machinery breakdown, government restrains, acts of war and/or terrorism, weather conditions, defect in any vehicle of transportation or for any misadventure or casualty or any other causes beyond their control. This is not limited to, but may include, a) the closure of venues which City Wonders City Lights Tours tours visits, where and when the closure of that venue is out of the control of City Lights Tours or where City Lights Tours is not notified by the Venue with ample time to notify the clients, which may be due to inclement weather, manifestations and protests or simply the last-minute decision of the venue. b) the inability of our tour to access certain monuments/areas and/or venues due to restrictions caused by excessive traffic, inclement weather, manifestations and protests or due to that area being restored/under construction or covered/obstructed from public view.

## **7) APPLICABLE LAWS AND LEGAL COURT**

The terms and conditions of use will be sustained and interpreted by the Italian law. Any controversy derived or connected to the execution of terms and conditions of use will be passed on to the exclusive jurisdiction of the legal court of Turin.