STUDY MISSION · CONTRACT DOCUMENTS

General Terms and Conditions

Supply of services and digital content · Y.O. s.r.l. · Study Mission programmes

The following terms and conditions govern the supply of services and digital content between Y.O. s.r.l., with head office at Via Nomentana 164, 00162 Roma, VAT number/tax code (partita iva) 17654731003 (hereinafter, "YO") and the user (hereinafter, the "Contracting Party"), made through the Internet website young-organization.org (hereinafter, the "Website").

The general terms and conditions apply even when they are in paper format and certain phases of the purchasing process do not take place online. In that case, incompatible regulations do not apply.

To the extent that certain regulations are mandatory or expressly referenced in these general terms and conditions, Italian law shall be applied.

Art. 1: Recitals

The general terms and conditions (including the recitals), the Purchase Order, and also the Travel Plan Summary and the standard information form (where applicable), based on the respective functions, form an integral and substantial part of the Contract of supply of the products and services supplied by YO and purchased through this website.

The Contract governs the characteristics, the terms and the methods of use of the Products or Packages present on this website and the obligations of the parties, including payment of the fees.

Unless otherwise provided, the reference to articles and paragraphs indicates articles and paragraphs of these general terms and conditions.

The Contract is entered into between YO s.r.l. and the Contracting Party on their own behalf, as an adult Participant.

Art. 2: Definitions

For purposes of these general terms and conditions (and of the Contract), the terms indicated below will have the corresponding meaning. The terms defined in the singular are also intended as referring to the plural and vice versa.

a. Products: services and/or digital content, which may also form an integral part of the services, purchasable through the Website; examples of Products are a plane ticket, workshop, simulation, course, etc.

b. Package: a mix of Products sold in a single block.

c. Services: Study mission package, hotel, transfer shuttle, course, insurance, tutoring, etc. in accordance to the purchase package.

d. Contract: the relationship started between the Contracting Party and YO, which is governed by: these general terms and conditions, the Product or Package data sheet, the Purchase Order, the privacy GDPR

policy, the insurance policy, the standard information form and the Travel Plan Summary (where applicable)

e. Participant (he/she): the person who intends to use the Products offered by YO on the Website.

f. Contracting Party: the Consumer or another person not classifiable as such, even when acting as the representative of an entity or a legal person, who, by entering into the Contract, commits themselves, or commits the entity, to bind by the terms and conditions of the Contract;

g. Consumer: any natural person who acts for purposes unconnected with any business, commercial, craft or professional activity performed, pursuant to Italian Legislative Decree no. 206/2005, as subsequently amended and supplemented (the Consumer Code).

h. Fee: the price of each Product or Package, which includes taxes and levies applicable, unless otherwise indicated.

i. Purchase Order: the e-mail that confirms and summarises the purchase made.

j. Travel Plan: indicates a set of services that are not supplied directly by YO, but rather by a party specialised in the tourism sector (specialised organiser), whose services are used by YO in the interest and on behalf of the Contracting Party; said set may comprise private transfer from and to the airport, hotel accommodation and ancillary services.

k. Force majeure: the occurrence of an event, or the applicability of a special or emergency regulation, that prevents, objectively and without attributability, a party from satisfying contractual obligations previously accepted, to the extent to which the impediment is unavoidable or beyond that party's control and/or intention. This includes, but is not limited to, events or the consequences of: fires, flooding and floods, earthquakes, wars, epidemics or pandemics, national state of emergency, etc.

Art. 3: Subject-matter of the Contract

The subject-matter of the Contract is the supply of the Products and Packages by YO, and also the obligations that govern the relationship between the Contracting Party in exchange for the Fee for each Product or Package identified on the Website and summarised in the Purchase Order. The Contract also establishes the terms and conditions and the rules of use of the Products and Packages by the Contracting Party.

The details of the Products and Packages, differentiated according to the planned activities, are contained on the Product or Package data sheet, on the dedicated pages of the Website.

Art. 4: Specific regulations applicable to individual types of Product or service

4.1. TRAINING CREDITS (courses, workshops, simulations)

For each course, workshop and study mission, YO issues an attendance certificate that confirms the effective hours of teaching attended.

The certificate may be assessed for purposes of recognition of the training credits, based on the rules of the Participant's own university or high school. These institutions have full independence and discretion over the number of credits to be recognised.

The Contracting Party has the obligation to inquire about the credits recognised at the Institution where the Participant is registered.

The total number of teaching hours attended (divided between workshops and study missions) could result in a higher number of recognised credits.

In any case, YO does not guarantee if and how many credits are recognised by the institution at which the Participant is enrolled.

4.2. TRAVEL PLAN

YO must be informed of the particular needs of a Participant with reduced mobility with due prior notice.

4.3. HOTEL

4.3.1. The hotels indicated on the Website (pages or data sheets of the Products or Packages), are usually advantageous accommodation for the Participants, in relation to their participation in the simulations.

4.3.2. The hotels indicated are selected by said organisers and, as such, cannot be changed on request of either YO or the Contracting Party.

4.3.3. If the planned hotel is changed, due to overbooking or for other similar reasons, the accommodation will be arranged in a different hotel that is equivalent in terms of the hotel category (not necessarily established by the number of stars), the location and rooms. This is a minor change and the Contracting Party is therefore not entitled to any refund or compensation.

4.3.4. The rooms planned for the groups are are double, triple or quadruple, with single or queen-seize beds. The Participant will stay in the room with the other Participants, in the group formed for the simulation of the same gender. Any upgrades requested by the Contracting Party constitute an extra with respect to the Fee.

Art. 5: Product and Package purchasing method and procedure

5.1 The Products and Packages can be purchased through the Website, following the procedures described in this article.

5.2 PRODUCT and PACKAGE DATA SHEET

The Products and Packages are described on the dedicated pages and in the dedicated sections (also called data sheets), which provide a description and indicate the characteristics, prices and planned times for use. The user can choose to pay in full or in installments for all (or almost all) of the Products and Packages. If a Product or Package is purchasable, it can be selected using the “apply now” button.

Click on “apply now” to start the purchasing procedure.

5.3 PURCHASING PROCEDURE

5.3.1 PERSONAL DETAILS

Once the chosen Product or Package has been selected, the user presses the “start” button to start the phase of entry of the personal details of the Participant in the form of answers to questions on a questionnaire (form). The questions marked with an *asterisk are mandatory and it is not possible to continue the procedure if they are not answered. The mandatory data is: first name, surname, mobile telephone number, e-mail, residence, tax code, place and date of birth, choice of the exact dates in which to attend the Study Mission (where applicable). The system also requests uploading of a copy of the user's identity document.

A contracting party may enregister multiple Participants.

5.3.2 ACCEPTANCE OF THE GENERAL TERMS AND CONDITIONS and the INFORMATION DOCUMENTS

After entering the personal details and documents, it is mandatory to read and accept the general terms and conditions and the privacy policy, the standard information form and the Travel Plan Summary, by clicking on the relative button.

5.3.3 PAYMENT

The user then proceeds with payment by choosing one of two methods: credit card (also in installments) or bank credit transfer.

5.3.3.1 (by card) Follow the link to the dedicated page for payment with a credit or debit card. Entry of the card data and payment are made through the specialised "Stripe" service, which guarantees the highest standard of security. Anyone who possesses a discount code can enter it. Click on "subscribe/pay" to make the purchase and the payment.

The moment of entry into the Contract coincides with the moment of clicking on "subscribe/pay", regardless of the timing chosen for payment by card (in full or in installments). Return to the registration screen on which the payment link is displayed and click on "accept and conclude" to confirm the data entered and acceptance of the documentation forming the Contract.

5.3.3.2 (by bank credit transfer) If payment by bank credit transfer (where envisaged) is chosen, make the payment using the data indicated and upload the payment receipt. Click on "submit" to complete the purchasing procedure.

The moment of payment (provided it is concluded successfully) coincides with the moment of entry into the Contract.

5.3.4 ORDER CONFIRMATION and CONFIRMATION OF THE CONTRACT/PURCHASE ORDER

Once the purchasing procedure has been completed, and provided it is successful, the system gives confirmation. The Contracting Party receives the Purchase Order, which summarises the information on the Product or Package purchased, at the e-mail address indicated in the personal details. If the selection and purchase procedure is interrupted, the system will not store the data entered or the documents uploaded. The user therefore cannot correct any errors in entry, but must necessarily repeat the steps from the beginning.

5.3.5 ARCHIVING AND ACCESS

Each Contract/Purchase Order is archived by Y.O. s.r.l and the Contracting Party, in order to obtain a copy of it, may submit a request for access, sending this request (without any particular formalities) to the e-mail address yo@youngorganization.org.

Art. 6: Fee, payment, methods

6.1 The Fee for each Product or Package is indicated on the relative page of the Website, and also summarised in the purchasing phase and in the Purchase Order. Unless otherwise indicated, the Fee includes applicable taxes and levies. In any case, the expenses, taxes and levies relating to the Products or to the Packages are to be paid entirely by the Contracting Party.

6.2 All expenses not expressly included in the Product or Package are also to be paid entirely by the Contracting Party. These include, but are not limited to, those necessary to travel to the location and also in order to use the digital content (e.g. normal tools such as computers, Internet connection, etc.) correctly.

6.3 Payment of the Fee is due at the moment when the purchasing procedure is completed, as described in article 6 or, in the case of payment in instalments, the Fee is paid in monthly instalments and only the first instalment must be paid at the moment of purchase.

Art. 7: Finalisation of and entry into the Contract

7.1 (credit card) In the case of payment by credit card, entry into the Contract coincides with the moment when the user confirms the purchase by clicking on the "pay" button on the page for credit card details entry.

7.2 (bank credit transfer) In the case of payment by bank credit transfer, entry into the Contract coincides with the moment when payment is made, provided it is successful.

7.3 In the event that the general terms and conditions are received by the Contracting Party in paper form, entry into the Contract coincides with the moment when YO receives the relative signed documentation (YO reserves the right to ask for it to be sent by registered letter with acknowledgement of receipt). If the Fee is not paid within the times established in the specific agreements with the Contracting Party, YO may suspend its services and terminate the Contract pursuant to article 18.

7.4 In all cases in which the user is not a Consumer, the Contract is intended as entered into at the head office of YO.

Art. 8: Contract validity period and minimum obligations of the Contracting Party

8.1 The validity period of the Contract is equal to the period between entry into it and the last day of use of the activities included in the Product or in the Package.

8.2 The minimum obligations of the Contracting Party are: full payment of the Fee in the methods envisaged and selected during the purchasing phase; compliance with the specific rules of use envisaged by the Contract and/or by the instructions and manuals provided by YO; compliance with the rules of civil coexistence in the case of in-person activities (workshops, Travel Plan, etc.).

Art. 9: Commitment of the Participant and regulations

9.1 The Participant undertakes to:

a. strictly follow the procedures indicated for the correct use and performance of all the services included in the Products and in the Packages, and also of the capital goods and premises made available for all the in-person activities;

b. behave in a civilised and polite manner that is suited to the context during all the planned activities;

c. behave respectfully towards the staff and collaborators of YO, following their instructions during the activities, and also towards their colleagues and any other person involved and present during all the activities;

d. not to disclose the login password to the IT tools used for the activities to third parties;

e. diligently comply with the schedules and timetables envisaged on the data sheet of the Product or Package purchased, and with the further instructions provided by YO on the correct methods of use.

f. not to consume, or have others consume, psychotropic drugs of any type or kind, particularly during every activity in the Travel Plan.

9.2 The Participant non-compliance with the obligations described here above constitutes a serious breach of contract and is a cause of termination and immediate exclusion from the planned activities.

Art. 10: Commitment of YO

10.1 Except in cases of Force Majeure or similar, which force a delay or change in the times and methods of use, YO undertakes to provide the services offered continuously and diligently, guaranteeing the Participant's use of them in the periods, methods and times indicated on the data sheets/pages of the Products or Packages or in these general terms and conditions. It is understood that, other than those services that, by their very nature, are intended for the individual (such as insurance coverage, supporting materials of the simulation, etc.), no other service may be used individually by a Participant who does not comply with the envisaged timetables and attendance of group activities.

10.2 Anything not specifically indicated as an included service on the Product or Package data sheet is excluded and considered to be an extra, unless otherwise agreed in writing by the parties.

10.3 YO is liable to the Contracting Party for correct performance of the services included in the Product or in the Package. Several of the services included in the Travel Plan are supplied by a third party, as a specialised tour operator, and covered by insurance policies. YO undertakes to ensure that outside parties satisfy their obligations as part of the services supplied.

10.4 YO or the specialised organiser are required to provide assistance if the Participant encounters problems, providing, in particular, appropriate information on healthcare services, the local authorities and consular assistance.

10.5 The Contracting Party is required immediately to inform YO, and within 48 hours in all cases, of any non-conformities of the services encountered during performance of the Travel Plan. The non-conformity is rectified, unless this is impossible or excessively onerous, considering the extent of the problem in relation to the value of the services affected by it.

Article 11: Unilateral withdrawals, right of withdrawal of the Contracting Party, exclusions

11.1 In the cases set out in this Article, the Consumer may withdraw from the Contract and from the Product or Package purchased by sending the withdrawal form, available on the website, via email to

11.2 ***(Right to change one's mind)*** The Contracting Party shall have the right to change its mind and withdraw within 14 days from the conclusion of the Contract, without penalty and without giving any reason. In relation to Packages including a Travel Programme, this right shall not apply where the displayed rates are substantially lower than competing offers.

11.3 ***(Late withdrawals)*** The Contracting Party may withdraw from the Contract at any time, including after the fourteenth day. The Consumer in this case shall forfeit the following sums by way of compensation to YO for further delayed withdrawals:

20% where withdrawal is made up to 60 days before the start of the Study Mission;

50% where withdrawal is made between 60 and 15 days before the start of the Study Mission;

100% where withdrawal is made less than 15 days before the start of the Study Mission.

11.4 The unilateral withdrawal referred to in points 11.1 to 11.4 is normally an unjustified withdrawal.

11.5 Unilateral withdrawal without just cause of YO gives the right to a refund equal to double € 500.00 or double the sum corresponding with the first instalment on the Product or Package, if lower. This also applies in the case of payment in a single instalment/payment in full immediately.

11.6 (withdrawal of YO justified by unforeseeable events) Provided that the Product or Package includes a Travel Plan, YO may withdraw from the Contract before the journey starts, refunding in full the cost of the Travel Plan, minus the value of the conference fee, and without entitling the Contracting Party to receive any further compensation, in the event that YO is unable to perform the Travel Plan, or have it performed through its partners, due to circumstances of Force Majeure or other extraordinary circumstances (e.g., security problems such as terrorism, significant risks for human health, natural catastrophes, weather conditions that prevent safe travel to the destination), and provided that it notifies the Contracting Party of this cause without undue delay before the journey starts. YO has the right to withhold any expenses associated with withdrawal (such as insurance deductibles, or procedure management expenses).

11.7 (withdrawal of YO justified by failure to reach the minimum number of participants) When the number of people registered for a Package is lower than the minimum established for the specific Study MIssion, namely 25 people, YO has the right to withdraw and notifies cancellation at least 20 days prior to the departure date of the outward journey. In that case, the Contracting Party has the right to a

refund of the corresponding value of the Travel Plan, minus the expenses associated with withdrawal, but does not have the right to receive additional compensation.

11.7.1 In cases in which the minimum number is not reached, if a Travel Plan can be organised in a different week (on close dates, in any case), YO will indicate the possibility of that different date as an alternative to withdrawal. The Contracting Party is free to choose between the refund as per the previous paragraph or the alternative week.

11.8 In the case of withdrawal, YO normally refunds all payments received from the Consumer without undue delay and, in any case, within fourteen days from the day on which it is informed of the decision to withdraw from the Contract (or from the day of receipt of the registered letter with acknowledgement of receipt).

11.9 (partial limitation of the refund) In the event that, during the period in which the Consumer can exercise the right of withdrawal, the Consumer or the Participant has already used part of the Product, the refund will not be made in full and the value corresponding with the part actually used will be deducted.

11.10 (total limitation of the refund) The right to a refund is entirely excluded for the Consumer in one or both of the following cases:

▪ the Product has been provided in full within the withdrawal period (e.g., the Consumer registers for and participates in a Workshop that starts and ends within 14 days);

▪ the Product consists of a Course, or digital content, and, as such, is provided to the Consumer within the withdrawal period (e.g., at the moment of first login through the account to the e learning platform on which the on-demand Course is available).

Therefore, in these cases, the Consumer can no longer exercise the right of withdrawal after full use of the Product, even though the 14-day (fourteen-day) period has not passed.

11.11 The right of withdrawal according to this article (14 days and without justification) is also always excluded if the Contracting Party, according to these general terms and conditions and the Italian law, cannot be classified as a "Consumer".

Art. 12: Abandonment of (withdrawal from) the Travel Plan for just cause

12.1 Without prejudice to the obligations of payment of unpaid installments, and also to the rules on withdrawal, a Contracting Party who intends to communicate withdrawal from a Product or from a Package that include a Travel Plan, for a justified reason, is required promptly to communicate and document the just cause for abandonment.

12.1.1 Abandonment for just cause may only take place in the case of: (i) serious health reasons of the Participant, certified by their own or another doctor; (ii) the other reasons described in the "journey cancellation" part on the Guarantee Sheet.

12.2 In the case of abandonment for just cause, the Contracting Party may, through an express written communication, request a refund on the basis of the procedure indicated on the Guarantee Sheet.

12.2.1 YO will cooperate, insofar as reasonable and possible, to ensure that the specialised organiser or the insurance company recognise the requested refund. In the case of a refund, a sum may be withheld for management expenses.

12.2.2 YO reserves the right, in any case, to reject the request for a refund, if abandonment is not justified and/or documented in accordance with this article or with the special terms and conditions indicated on the Guarantee Sheet.

12.3 If the withdrawal is justified and considered by the insurance company to be demonstrated, the Contracting Party will obtain a refund of the cancellation penalties of the Travel Plan, minus the expenses associated with withdrawal (such as insurance deductibles, procedure management expenses).

12.4 YO reserves the right to change the insurance company, or the insurance policies, before the Travel Plan starts, if this results in more favourable conditions for the Contracting Party.

Art. 13: Price review - Other minor changes

13.1 YO reserves the right to increase the price of a Package that includes a Travel Plan in the event that specific costs increase (such as the level of taxes and levies on tourist services imposed by third parties, relevant exchange rates, etc.) and, in any case, no later than 20 days prior to departure, informing the Contracting Party of this via e-mail. The Consumer may terminate the Contract if the price increase is higher than 8% of the price of the Product or the Package as per current regulations.

In contrast, the Contracting Party has the right to a price reduction if there is a decrease in the pertinent costs, and proportionate to this.

13.2 YO reserves the right unilaterally to alter the terms and conditions of the Package before it starts, other than the price, provided that this is a minor change. By way of example, a change in hotel is considered to be a minor change, provided that the hotel category (stars or similar) and the location are similar.

Art. 14: Intellectual property rights

14.1 The Contracting Party undertakes to observe the intellectual property rights on the Products and to use them exclusively with the methods and within the limits indicated on the Website and in the Contract.

14.2 The Contracts do not result, even partially, in any way or form, in transfer of the IP rights on the Products or the Packages.

14.3 The Contracting Party undertakes not to reproduce, retransmit, transcribe, perform, represent or perform in public, communicate to the public, distribute, translate, hire out, disclose, in any way and/or form, in full or in part, in any part of the world, the Products and, in particular, the lessons or the digital content.

Art 15: Complaints and assistance

Any complaints must be addressed to the e-mail address yo@youngrganization.org.

Art. 16: Changes

16.1 The Contracting Party represents that they are aware of and expressly accept that, given the nature of the Products and the Packages, especially those formed of heterogeneous activities to be used at different moments and over a considerable period of time, said methods of use may vary to a minimal and tolerable extent (such as a change in the date of the workshop). In these cases, the Contracting Party is not entitled to receive any refund or compensation.

16.2 YO reserves the right unilaterally to change these general terms and conditions for justified reasons, which may be linked to purposes of general improvement of the Website and the services. In that case, YO will notify the Contracting Party of the changes via the e-mail indicated, describing and justifying them. Without prejudice to what is envisaged in article 13, where the changes result in a price increase, the Contracting Party will have the right to withdraw from the Contract within 10 days from

communication, with a refund of any sum already paid, and not used, for the Product or the Package, or parts thereof.

Art. 17: Suspension of the service and express termination clause

17.1 YO reserves the right immediately to suspend use of any service, without recognition of any refund or compensation, with subsequent cancellation of the account as a consequence, if the Contracting Party fails to satisfy the obligations accepted or breach any laws. Late payment of the instalments due is also considered to be non compliance.

17.2.1 YO will send a communication to demand compliance or cessation of the harmful conduct within two days.

17.2.2 If non-compliance continues, and also in any case of non-compliance considered to be serious by YO, at its own exclusive discretion, the Contract will be intended as terminated with immediate effect, by sending of a simple e-mail notice to the Contracting Party, with YO having the right to obtain the sums due for the Product or Package and still unpaid, in addition to compensation of further damages.

17.3 In the case of non-compliance attributable to YO, the Contracting Party may request termination, with the right to refund of the sums paid, with a proportionate reduction for any services used up until that time.

17.4 YO may also proceed in accordance with and in the manners indicated in the previous paragraphs if the Participant behaves in a manner that is unacceptable from a disciplinary viewpoint or that is contrary to the spirit of the activities, when such behaviour could cause disturbance or discomfort to the group of participants or to the other parties involved, at any time during the Travel Plan and during presence in the group.

Art. 18: Hold harmless clause

18.1 No activity included in the Products can be considered as hazardous or risky in nature.

18.2 The Contracting Party agrees and acknowledges that YO is exempt from any liability resulting from damage to people and/or property, caused by their own or the Participant's conduct during, or in relation to, use of the Products, particularly during the Travel Plan activities.

18.3 Without prejudice to the insurance coverage for the envisaged phases of the Travel Plan, and the relative terms and conditions, YO shall not, under any circumstances, be held liable for injuries or damage to property that is caused, during the entire Plan, by the Participant to themselves or to others, as a result of conduct that is unlawful or in contrast with the disciplinary and/or precautionary rules, or contrary to common sense and ordinary diligence.

18.4 The conduct described could cause a delay in the activities planned for the group or create discomfort for third parties during the Travel Plan (e.g.: damage to hotel rooms, disturbance of other hotel guests, etc.). YO will claim compensation from the Participant responsible or from the Contracting Party for the damaging consequences of the damage caused.

18.5 By accepting the Contract, the Contracting Party represents, as a consequence of and/or in addition to the above, that: the Participant is in suitable physical and mental conditions appropriate to all the planned activities of the Plan; and that participation is not subject to risk factors in relation to their general state of health.

18.5.1 The Contracting Party also represents that they exempt and hold YO harmless from any civil and criminal liability for any accidents or injuries suffered by the Participant, for damages caused to themselves and to third parties, and for illnesses that occur during performance of the proposed activities.

18.6 YO is not liable for any booking errors attributable to the Contracting Party (e.g.: entry of incorrect personal details and similar) or due to unavoidable and extraordinary circumstances.

Art. 19: Residence or physical and digital domicile of the Contracting Party

19.1 (notices via e-mail) The Contracting Party expressly elects digital domicile at the e-mail address indicated during entry of the personal details during the purchasing procedure.

Therefore, for all communications relating to or connected with performance of the Contract, and also in all cases in which it ceases for any reason, YO may, with full validity and efficacy, send notice both to the Contracting Party's e-mail address and to their address of residence or domicile. The Contracting Party has the obligation of checking said e-mailbox and facilitating receipt of the messages (such as preventing them from ending up in the spam box or the e-mailbox being too full, and notifying a new e-mail address if the old one is closed, etc.).

19.2 (verified mobile telephone) For purposes of prompt contact for urgent communications, the Contracting Party indicates their own mobile telephone number during the phase of entry of personal details, corresponding with a SIM Card owned or used by them.

Art. 20: Force majeure

The Contracting Party agrees and accepts that YO cannot be considered liable, under any circumstances, for late fulfilment or non-fulfilment of its obligations as a result of unforeseeable circumstances or Force Majeure.

In these cases, YO undertakes, where possible and reasonable, to allow the Contracting Party or the Participant to use the Product or the Package with different methods or times (such as rescheduling).

Art. 21: Applicable law and court of competent jurisdiction

21.1 According to Articles 3 par. 1 and 6 par. 2 of Regulation (CE) n. 593/2008 on the law applicable to contractual obligations (Rome I), the whole Contract and the relationships resulting from it are governed by Italian law.

21.2 Without prejudice to application of the Italian Legislative Decree no. 206/2005 (the Consumer Code) with regard to cases in which the Contracting Party can be classified as a Consumer, the Court of Rome has sole jurisdiction for disputes relating to the Contract (including those over its validity, interpretation and fulfilment) and to the relationships resulting from it.

21.3 Before taking legal action, the Contracting Party may use an alternative means of settlement of disputes. For this purpose, it is possible to use the ODR service provided by the European Commission: https://webgate.ec.europa.eu/odr.

Art. 22: Miscellaneous, final provisions.

22.1 Without prejudice to the provisions of article 12, derogations from or changes to the Contract are only permitted if they are in the form of a written agreement.

22.2 Any failure to act or tolerance of YO with respect to non-compliance or breaches of contract by the Contracting Party does not imply waiver or acquiescence with regard to any right held or action that may be taken by YO according to the Contract itself or by law.

22.3 The invalidity and/or inefficacy of individual provisions or clauses of the Contract does not prejudice the validity and efficacy of the remaining provisions or clauses.

22.4 The Contracting Party has the right to transfer the services referred to in the Travel Plan to another traveller who satisfies all the conditions for use thereof, provided that they inform YO within seven days prior to departure. The transfer may result in price increases that are necessary to adapt the services (such as the change in name at insurance company). In any case of transfer, the Contracting Party remains jointly and severally liable with the transferee for payment of the participation fee. In the case of transfer, the new participant's participation is nonetheless not guaranteed.

22.4.1. Without prejudice to the previous exception and unless otherwise agreed in writing with YO, the Contract is not transferable to third parties, nor are the rights contained therein.

23.5 By accepting the Contract, the Contracting Party specifically and expressly approves, pursuant to and in accordance with Articles 1341 and 1342 of the Italian Civil Code, the following articles of the general terms and conditions: 11; 12; 13; 16; 17; 18; 19; 21.1; 21.2; 21.3; 22.4; 22.4.1.