Terms of Use (EU)

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NUCLEI TECHNOLOGIES, UNIPESSOAL LDA.

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Welcome to the Nuclei platform (the "Platform"). The content of the Platform is the property of Nuclei Technologies, Unipessoal Lda (the "Company", “Nuclei”, "Us", "We" or "Our"), registered at Rua Quinta da Lobita 65, 3A, 2775-621 Carcavelos, Lisbon, Portugal. We can be reached at help@gonuclei.com or +351 923 366 448. Your use of the Platform and the Services (as defined below) is governed by the following Terms and conditions (these "Terms of Use"). If you do not agree to these Terms of Use, you cannot use the Platform.

The Platform offers two categories of services, each governed by its own product-specific terms set out in Section A (Gifting Services) and Section B (Travel Services) below. Certain terms apply universally to all services and are set out in Section C (General Terms). Not all services are available in every country or on every version of the platform. Sections A and B apply only to the extent that the relevant Services are made available to you on the Platform. The services

available to you will be shown on the Platform before you place an order.

SECTION A — GIFTING SERVICES

This Section A applies exclusively to your purchase of digital gift cards and digital vouchers through the Platform ("Gifting Services").

A.1 Our Role — Merchant of Record

For EU consumer purchases of Gifting Services made via the Platform, the Company sells digital gift cards as the merchant-of-record. We are your contractual counterparty for each purchase and collect payment in our own name and for our own account. We do not receive or hold client funds on behalf of any third party.

A.2 Scope of Gifting Services

We are responsible for the correct performance of the contract for the sale and delivery of digital gift cards. Our role includes contracting in our own name, collecting payments, issuing invoices, providing contract confirmation, performing the Gifting Services, offering customer support (including in cases of redemption issues with the Independent Suppliers) and processing refunds where required by applicable law. The commercial and contractual terms governing the provision of Gifting Services include, without limitation, pre-contractual information, payment terms and after-sales support obligations. We sell Gifting Services directly to Customers as principal and merchant-of-record. For the purposes of these Terms of Use, the Gifting Service is fully performed by us when a valid digital gift card has been generated and made available to the Customer or the recipient indicated by the Customer (through e.g. display or transmission via the Platform, transmission via a secure link or transmission via email/PDF to the contact details provided by the Customer, in each case, in a way accessible for future reference and which allows the unchanged reproduction of the information stored), in a manner that enables access and use. We are responsible for ensuring that the Gifting Services conform to the contract at the time

they are made available to the Customer, in accordance with applicable law. Independent Suppliers are responsible for the redemption and use of codes in their respective websites, applications or physical stores. This division of responsibilities between us and the Independent Suppliers does not affect any statutory consumer rights. To redeem and use digital gift cards, you may need access to a device with an internet connection and the ability to open links or PDF files. Additional technical requirements may apply depending on the Independent Supplier's systems. These requirements will be communicated to you before the conclusion of the contract where relevant. We will ensure that consumers receive the updates necessary to maintain the digital gift cards in conformity with the contract, in accordance with applicable consumer law.

A.3 Pre-Contract Information — Gifting Services

Before finalising the purchase of a digital gift card, you will be provided with:

- The contact information of the service provider;
- Main characteristics of the selected Service;
- Total price including all taxes and fees (no hidden charges);
- Payment methods available;
- Delivery method for confirmations of gift cards;
- Contract duration or fulfilment timelines;
- Applicable cancellation and refund conditions;
- Whether a right of withdrawal applies (and exceptions);
- Complaint and customer support channels; and
- Any additional disclosures required under local laws.

These disclosures are made in English and, where required, any other language required by applicable law.

A.4 Pricing — Gifting Services

The price applicable to your order will be the price displayed on the Platform at the time you place your order and confirm your purchase with an obligation to pay. All prices displayed on the Platform are final and inclusive of all applicable taxes and fees. Optional add-ons are not

pre-selected and may be added at your express choice. Prices and availability may change from time to time prior to the conclusion of a contract. Despite our best efforts, pricing and availability information may occasionally contain clear and evident errors and be inaccurately displayed on the Platform. We may correct only clear, obvious and manifest pricing errors that a reasonable consumer could easily identify as mistakes. Cancellation due to such an error may occur only before the Service is performed, with immediate notification and a full refund. Any scarcity, urgency or discounts are based on verifiable data. We do not use dark patterns or interface design practices that may mislead, manipulate or unduly influence Consumer decisions.

A.5 Payment — Gifting Services

Payments for Gifting Services may be made using the payment methods displayed at checkout, including credit cards, debit cards, bank transfers, digital wallets, or other payment options made available on the Platform. All payments are collected by Nuclei Technologies, Unipessoal Lda, acting as Merchant-of-Record, and are processed securely through licensed payment service providers in accordance with applicable EU payment regulations. Strong Customer Authentication (SCA) may be required for certain transactions under PSD2. The price shown at the time of payment is the final price payable by the user, inclusive of all applicable taxes and fees. Nuclei reserves the right to decline or cancel a transaction where payment cannot be authorised, where fraud is suspected, or where the payment instrument is invalid or restricted. Funds received are owed to the Company as consideration for our own supplies; we do not hold or transfer client monies on behalf of third parties. Refunds are paid to the original payment method where technically possible.

A.6 Right of Withdrawal — Gift Cards and Digital Vouchers

Although Consumers would have a statutory right to withdraw from a distance contract, we are requesting your prior express consent to immediate performance and your acknowledgment that you will lose your right of withdrawal once a valid digital gift card has been generated and made available to you in accordance with clause A.2.

Upon your consent and acknowledgment, your statutory right to withdraw will be lost.

A.7 Chargebacks — Gifting Services

A.7.1 General Principles. A chargeback is a request initiated by the cardholder to their issuing bank to reverse a completed transaction. Chargebacks are processed in accordance with applicable card scheme rules (Visa, Mastercard, Amex, and local schemes). Where a digital gift card has been validly generated and made available in accordance with these Terms of Use, we reserve the right to contest a chargeback through the applicable card scheme procedures and to rely on delivery records, system logs and other verification systems as evidence. Customers are strongly encouraged to contact our support team at help@gonuclei.com before initiating any chargeback request. Where strong customer authentication has been successfully applied (such as 3-D Secure verification), liability for unauthorised payment transactions will be determined in accordance with applicable payment services legislation and relevant card scheme rules.

A.7.2 Chargebacks for Gift Cards. Activation, redemption or use of a digital gift card does not affect any rights relating to chargebacks or payment disputes under applicable law or card scheme rules. Once a digital gift card or voucher has been delivered and verified as active or redeemed, Nuclei will contest chargebacks where:

- The product was successfully delivered (delivery is deemed complete once the Platform generates a server-side delivery confirmation);
- Redemption logs confirm the voucher was activated or redeemed by the customer or recipient;
- The user provided incorrect delivery details;
- The voucher has expired; or
- The voucher was partially used or the balance was consumed.

Nothing in this clause limits any statutory rights relating to unauthorised or incorrectly executed payment transactions. In the event of non-delivery or invalid codes, customers must first contact Nuclei. Nuclei may reissue the voucher, liaise with the independent

supplier, or process a refund before any chargeback becomes necessary. Nuclei may provide voucher redemption logs, delivery records, and independent supplier confirmations as evidence when contesting a chargeback.

A.7.3 Recovery of Costs for Invalid or Fraudulent Chargebacks. Where a chargeback is determined by the relevant card scheme or competent authority to have been improper, invalid, abusive or fraudulent, we reserve the right to seek reimbursement of justified dispute costs in accordance with law and card scheme rules. We will not charge your instrument without consent or legal basis.

A.8 Non-Conformity and Complaint Procedure — Gifting Services

A.8.1 Liability in Case of Non-Conformity. We are liable for any lack of conformity of the Gifting Services with the contract that exists at the time of supply and becomes apparent within two (2) years from the date of supply. The Gifting Services are in conformity with the contract if, in particular: (i) they correspond to the description, type and value agreed; (ii) they are fit for the purposes for which the Service would normally be used; and (iii) they are delivered in the correct amount and without defects (including invalid, previously used or non-functional codes). If you believe that the Service is not in conformity with the contract, please contact us first. Where a lack of conformity is established, we may reissue the digital gift card or process a refund before any chargeback becomes necessary.

A.8.2 Remedies for Non-Conformity. In the event of lack of conformity, you are entitled to request that the Service be brought into conformity. Where bringing the Service into conformity is impossible or would involve disproportionate costs, you may request: (i) a proportionate reduction in price; or (ii) termination of the contract with a full refund. The right to terminate the contract does not apply if the lack of conformity is minor.

A.8.3 Complaint Procedure. Complaints relating to lack of conformity may be submitted by email at help@gonuclei.com. We will respond to your complaint within 15 days from the date of receipt. If we fail to

respond within this period, the complaint shall be deemed accepted. If the complaint is upheld, depending on the circumstances, we will either bring the Service into conformity, offer a partial refund or allow termination of the contract with a full refund. This complaint procedure does not limit the Consumer's statutory rights under applicable consumer protection laws in the Consumer's country of residence.

A.8.4 Relationship with Chargebacks. The complaint procedure described above does not limit your right to pursue payment disputes or chargebacks under applicable card scheme rules or payment services legislation.

SECTION B — TRAVEL SERVICES

This Section B applies exclusively to your purchase of travel products through the Platform, including flights, hotel accommodation, and other travel-related services ("Travel Services"). For the avoidance of doubt, Nuclei's gifting terms (Section A) do not apply to Travel Services. These general conditions comply with Directive (EU) 2015/2302 of the European Parliament and of the Council of 25 November 2015 on package travel and linked travel arrangements, as transposed into applicable national law. The general conditions, together with any applicable standardised information forms and the particular conditions provided to the Traveller at the time of booking, constitute the travel contract binding the parties.

B.1 Nuclei's Role — Travel Agency

B.1.1 Agency Disclosure. When you book Travel Services through the Platform, Nuclei may act in one or more of the following capacities depending on the nature of the service booked: (a) as the organiser of a package within the meaning of Directive (EU) 2015/2302, where Nuclei combines and sells or offers for sale at least two different types of travel services for the purpose of the same trip or holiday; (b) as a retailer selling or offering for sale packages put together by another organiser; or (c) as a disclosed intermediary and commercial agent on behalf of third-party service providers, including airlines,

hotels, car rental companies, and other travel suppliers ("Travel Suppliers"), for the sale of individual travel services that do not form part of a package. The capacity in which Nuclei acts will be disclosed to you before you are bound by any contract.

B.1.2 Liability for Travel Services. Where Nuclei acts solely as an intermediary for individual travel services that do not form part of a package, the contractual relationship for the delivery of the travel service itself (e.g., carriage of passengers, provision of accommodation) is directly between you and the relevant Travel Supplier. Each Travel Supplier's own terms and conditions including conditions of carriage, tariff rules, accommodation conditions, and cancellation policies govern that contractual relationship and are incorporated by reference into your booking. In such cases, Nuclei's liability is limited to the correct issuance of booking confirmations and transport or accommodation titles, and to the negligent selection of Travel Suppliers (where the Travel Supplier was not suggested by you). Where Nuclei acts as the organiser of a package, Nuclei is responsible for the proper performance of all travel services included in the package travel contract, irrespective of whether those services are to be performed by Nuclei or by other Travel Suppliers, and without prejudice to Nuclei's right of recourse against the relevant Travel Supplier. Where Nuclei acts as a retailer of a package organised by a third party, Nuclei is jointly and severally liable with the organiser for the proper performance of the package. Nuclei is also liable for any booking errors attributable to Nuclei, including errors arising from technical deficiencies in the booking system that are attributable to Nuclei.

B.1.3 Identity of Travel Suppliers. The identity, registered name, and contact details of the relevant Travel Supplier will be disclosed to you before you conclude a booking and will appear on your booking confirmation. You are entitled to contact the Travel Supplier directly in relation to service-level issues.

B.1.4 Civil Liability Insurance. Nuclei maintains compulsory civil liability insurance covering risks arising from its travel agency activities, with a minimum coverage of €75,000 per claim, as required by Decreto-Lei n.º 17/2018. The insurance covers compensation for

pecuniary and non-pecuniary damages caused to travellers or third parties as a result of acts or omissions by Nuclei or its representatives in the performance of Travel Services. The package travel contract or booking confirmation will contain the information required by applicable law regarding the insurance, including the insurer's identity and contact details and the policy number.

B.1.5 Assistance to Travellers. Where Nuclei acts as the organiser of a package, Nuclei shall provide appropriate assistance without undue delay to the Traveller who is in difficulty, including by: (a) providing useful information on health services, local authorities and consular assistance; (b) assisting the Traveller with distance communications; and (c) helping the Traveller to find alternative travel arrangements. Nuclei may charge a reasonable fee for such assistance where the difficulty is caused intentionally by the Traveller or through the Traveller's negligence, provided that such fee does not exceed the actual costs incurred by Nuclei.

B.1.6 Confidentiality of Traveller Information. Where Nuclei acts as a travel agency, Nuclei is obliged to treat as a business secret all information about the Traveller - including the Traveller's address, place and time of travel and stay, the price paid, and the names of the Traveller's travel companions - and shall not disclose such information to any third party without the Traveller's consent, except to the extent necessary to perform the booking (including disclosure to Travel Suppliers and payment service providers), to Nuclei group companies and service providers acting on our behalf, and to the partner through whose app you make the booking, in each case as described in our Privacy Notice, or where disclosure is required or permitted by applicable law.

B.2 Pre-Contractual Disclosures — Travel Services

In compliance with Directive 2011/83/EU (Consumer Rights Directive, "CRD"), Directive (EU) 2019/2161 (Omnibus Directive), and Directive (EU) 2015/2302 (Package Travel Directive), before you are bound by any travel booking, we will provide you clearly and comprehensibly with:

- The main characteristics of the travel service (route, dates, class of travel, room type, etc.);
- The identity of Nuclei and the capacity in which it acts (see clause B.1.1), and the identity of the relevant Travel Supplier;
- The full contact details of Nuclei for bookings and complaints (help@gonuclei.com) and the Travel Supplier's contact details;
- The total price inclusive of all taxes, charges, fees, and non-optional ancillary costs; where any element of cost cannot be calculated in advance (e.g., destination-specific taxes payable locally), we will tell you how it will be calculated;
- Payment terms and accepted payment methods;
- The applicable cancellation and refund terms (including the Travel Supplier's fare rules);
- Whether the right of withdrawal under Articles 9–15 CRD applies or whether an exception applies, including (where applicable) an explicit statement that you will not benefit from a right of withdrawal;
- Complaints handling routes (see clause B.16 below);
- Any booking service fees or administration charges separately identified;
- Any personalisation of the price presented to you based on automated decision-making, where applicable;

Where Nuclei acts as the organiser of a package, we will additionally:

- Offer the Traveller the travel insurance required by applicable law and make the relevant insurance information and general terms available before booking;
- Provide the standardised information form prescribed by the Package Travel Directive (Annex I);
- Provide information about the insolvency protection provider (name, contact details, policy number);
- Provide information about the traveller's right to transfer the contract;
- Provide information about the organiser's local representative or contact point in the traveller's country of residence through which customers can contact Nuclei quickly;

- Provide information on passport, visa, and health requirements including approximate visa processing times.

Where the booking constitutes a package or a linked travel arrangement, the applicable standardised information form prescribed by Directive (EU) 2015/2302 will be provided to you before you are bound by the contract. At the point of checkout, immediately before you place your order, we will present key information (main characteristics and total price) prominently, and the confirmation button will be clearly labelled "Book Now" or equivalent wording, so that you explicitly acknowledge the obligation to pay before the booking is confirmed. If Nuclei fails to comply with the above information requirements in respect of additional charges or costs, you shall not be required to pay those charges or costs.

B.3 Registration, Payment, and Deposit

B.3.1 Deposit and Payment Schedule for Packages. At the time of booking, you shall pay a deposit of up to forty percent (40%) of the total price of the package (as indicated at the time of booking). The remaining balance shall be paid no later than thirty-one (31) days before the commencement of the package. If the booking is made thirty-one (31) days or fewer before the commencement of the package, the full price shall be payable at the time of booking. Nuclei reserves the right to cancel any booking for which payment has not been made in accordance with the foregoing conditions. All bookings are subject to confirmation of availability by the relevant Travel Suppliers.

B.3.2 Client Money and Insolvency Protection. Where Nuclei collects and temporarily holds funds on behalf of a Travel Supplier before settlement, those funds are held in accordance with applicable Portuguese and EU law. Nuclei will not commingle client funds with its own working capital in any manner that is prohibited by applicable law. Where Nuclei acts as the organiser of a package, Nuclei maintains insolvency protection in accordance with Article 17 of Directive (EU) 2015/2302 as transposed by Decreto-Lei n.º 17/2018, ensuring that in the event of Nuclei's own insolvency: (a) all payments made by

travellers for packages will be refunded; and (b) where transport is included in the package, the traveller's repatriation will be secured. Nuclei's insolvency protection is provided through the Travel and Tourism Guarantee Fund (Fundo de Garantia de Viagens e Turismo — FGVT). This protection also applies to bookings where the traveller was led to Nuclei's services through a third-party infrastructure. Travellers may contact Turismo de Portugal, I.P. (Rua Ivone Silva, Lote 6, 1050-124 Lisboa, Tel. +351 211 140 200, info@turismodeportugal.pt) to activate the FGVT in the event of Nuclei's insolvency. In accordance with Article 18 of Directive (EU) 2015/2302, this protection applies to travellers habitually resident in any EU Member State. Where any Travel Supplier becomes insolvent prior to fulfilment, the traveller's remedies are governed by applicable insolvency law and any financial protection or insolvency protection scheme applicable to that supplier, without prejudice to Nuclei's own liability as organiser under clause B.1.2.

B.3.3 Payment Processing. Payments are processed securely through licensed payment service providers. Strong Customer Authentication (SCA) under PSD2 may be required. Nuclei reserves the right to decline a transaction where payment cannot be authorised, where fraud is suspected, or where the payment instrument is invalid.

B.3.4 Service Fees. Nuclei may charge a booking service fee or administration fee on top of the fare or rate charged by the Travel Supplier. Any such fee will be separately itemised and disclosed to you before you confirm the booking.

B.4 Right of Withdrawal and Cancellation by the Traveller

B.4.1 General Position. The CRD grants EU consumers a 14-day right of withdrawal from distance contracts. However, specific exceptions apply to travel services as set out below. In addition, the Traveller's right to cancel a package travel contract is governed by Directive (EU) 2015/2302 and the relevant national legislation transposing this Directive as well as consumer protection legislation.

B.4.2 CRD Article 16(l) Exemption — Accommodation, Transport, Car Rental, and Leisure. Under Article 16(l) of the CRD, no right of

withdrawal applies to the provision of accommodation other than for residential purposes, transport of goods, car rental services, catering, or services related to leisure activities, where the contract provides for a specific date or period of performance. Accordingly, you do not have a right of withdrawal under the CRD in respect of the following Travel Services booked through the Platform:

- Flight bookings: passenger transport services fall outside the scope of the CRD under Article 3(3)(k), and no right of withdrawal arises. Once confirmed, flight bookings are governed by the relevant airline's conditions of carriage and applicable fare rules;
- Hotel accommodation: where the reservation specifies specific check-in and check-out dates, Article 16(l) exemption applies. Cancellation rights (if any) are governed by the hotel's rate-specific cancellation policy disclosed at the time of booking; and
- Car rental and other leisure services: where the booking specifies a specific date or period, Article 16(l) exemption applies.

B.4.3 Cancellation of Package Travel by the Traveller. The Traveller is entitled to cancel the package travel contract at any time before the start of the package. In that case, the Traveller shall pay Nuclei an appropriate and justifiable termination fee, equal to the price of the package less Nuclei's cost savings and any income from alternative deployment of the travel services. Nuclei will refund any payments made, less the termination fee, within fourteen (14) days of the cancellation. Upon the Traveller's request, Nuclei will provide a justification for the amount of the termination fee.

B.4.4 Cancellation Without Penalty - Unavoidable and Extraordinary Circumstances; Significant Changes. The Traveller is entitled to cancel the package travel contract before the start of the package without paying any cancellation charge where unavoidable and extraordinary circumstances occur at the place of destination or its immediate vicinity and significantly affect the performance of the package or the carriage of passengers to the destination. The same applies if Nuclei proposes significant changes to the booked travel. Cancellation under this clause entitles the Traveller solely to a full refund of all payments made, without additional compensation.

B.4.5 Mandatory Consumer Rights Not Affected. Nothing in this clause limits any mandatory rights you may have under Regulation (EC) 261/2004 (delay, cancellation, or denied boarding of flights), Directive (EU) 2015/2302 (package travel), applicable hotel consumer protection law, or any other mandatory EU or national consumer law.

B.4.6 Cancellation Rights Under Supplier Terms - Individual Services. Notwithstanding the absence of a statutory right of withdrawal for individual (non-package) Travel Services, certain fare types, rate categories, or supplier policies may permit cancellation and full or partial refund within a specified period. Any such contractual cancellation right will be disclosed to you before booking and shown on your booking confirmation. Where a refundable rate or flexible fare has been purchased, the applicable cancellation window, refund amount, and deadline will be clearly stated.

B.5 Chargebacks — Travel Services

B.5.1 General Principles. Chargeback disputes for Travel Services are processed in accordance with applicable card scheme rules (Visa, Mastercard, Amex, and local schemes). Where Nuclei acts as agent, chargeback evidence will reflect Nuclei's role as payment collector and will include booking confirmation records, supplier acknowledgements, and settlement documentation.

B.5.2 Airline Bookings. For confirmed flight bookings, Nuclei will contest chargebacks where:

- The booking was confirmed by the airline and a valid ticket or PNR was issued;
- The flight was operated (including where the passenger did not check in or no-showed); or
- Strong Customer Authentication was successfully applied.

Where an airline cancels a flight and does not provide re-routing or refund, Nuclei will assist you in pursuing a refund or compensation from the airline. Nuclei will not unilaterally process refunds on behalf of an airline unless specifically authorised to do so under the applicable agency agreement or BSP settlement arrangements.

B.5.3 IATA/BSP Considerations. Where Nuclei issues airline tickets through the IATA Billing and Settlement Plan (BSP) or equivalent settlement system, refunds are governed by the applicable BSP refund procedures and the airline's refund policy. Nuclei will submit refund applications to the airline within a reasonable time of receiving your request. The timing of refunds to you is contingent on receipt of funds from the airline through the BSP, except where Nuclei acts as the organiser of a package, in which case clause B.15.3 applies.

B.5.4 Hotel Bookings. For confirmed hotel reservations, Nuclei will contest chargebacks where:

- A confirmed reservation was provided, and the hotel honoured the booking;
- A no-show or late cancellation charge applies under the disclosed rate conditions; or
- The hotel provided accommodation materially as described.

B.5.5 Recovery of Costs. Where a chargeback is determined by the relevant card scheme or competent authority to have been improper, invalid, abusive or fraudulent, we reserve the right to seek reimbursement of justified dispute costs in accordance with law and card scheme rules. We will not charge your instrument without consent or legal basis.

B.6 Transfer of the Package Travel Contract

B.6.1 Notification of Transfer. The Traveller may transfer the package travel contract to another person who satisfies all the conditions applicable to the package, provided that the Traveller notifies Nuclei in writing on a durable medium and within a reasonable period before the start of the package; notification given at least seven (7) days before the start shall in any event be considered reasonable.

B.6.2 Liability. The transferor and the transferee shall be jointly and severally liable for the payment of the outstanding balance and for any additional costs arising from the transfer, provided that such costs are reasonable, do not exceed Nuclei's actual costs, and are duly communicated and substantiated by Nuclei.

B.7 Amendments Requested by the Traveller

B.7.1 Request of Amendment. Where the relevant Travel Suppliers permit, a Traveller who wishes to change the booking to a different trip, a different departure date, or any other modification shall pay the applicable amendment fee as disclosed at the time of booking. The acceptance of any such amendment is subject to confirmation by the relevant Travel Suppliers. Where the amendment is requested twenty-one (21) days or fewer before the scheduled departure date, or where the Travel Suppliers do not accept the amendment, the Traveller shall be subject to the charges and costs set out in clause B.4 (Right of Withdrawal and Cancellation by the Traveller).

B.7.2 Price Change. Where, after the commencement of the trip, the Traveller requests amendments to the contracted services for reasons not attributable to Nuclei (e.g., extension of stay, change of flight), the prices of the amended travel services may differ from those originally published or contracted.

B.8 Amendments by Nuclei

B.8.1 Before the start of the package, where (i) Nuclei is compelled to significantly alter any of the main characteristics of the travel services included in the package, (ii) Nuclei cannot meet special requirements previously accepted, or (iii) Nuclei proposes an increase in the price of the package exceeding eight percent (8%), the Traveller may, within seven (7) days of notification: (a) accept the proposed amendment; or (b) terminate the contract without penalty and receive a full refund of all payments made.

B.8.2 If the Traveller does not respond within the seven (7) day period referred to in clause B.8.1, the package travel contract shall be deemed terminated upon expiry of that period without any termination fee. Nuclei shall inform the Traveller of the consequences of failing to respond within the specified period. If the Traveller does not accept the proposed amendment, the Traveller retains the right to terminate the contract and receive a full refund of all payments made, in accordance with clause B.8.1(b).

B.9 Cancellation of the Contract by Nuclei

B.9.1 Where the package is contingent on a minimum number of participants, Nuclei reserves the right to cancel the package if the minimum number is not reached. In such cases, the Traveller shall be notified in writing within the following periods: (a) twenty (20) days before the start of the package, for trips with a duration exceeding six (6) days; (b) seven (7) days before the start of the package, for trips with a duration of two (2) to six (6) days; or (c) forty-eight (48) hours before the start of the package, for trips with a duration of fewer than two (2) days.

B.9.2 Before the start of the package, Nuclei may also terminate the contract if Nuclei is prevented from performing the contract due to unavoidable and extraordinary circumstances.

B.9.3 Cancellation of the travel contract by Nuclei under this clause entitles the Traveller solely to a full refund of all payments made, which shall be processed within fourteen (14) days of the termination of the contract. No additional compensation shall be payable.

B.10 Pricing, Price Revisions, and Ancillaries

B.10.1 Price Basis and Revision. The prices of Travel Services are based on the costs of services, applicable taxes, and exchange rates prevailing at the time of publication. Prices are subject to revision (increase or decrease) resulting from variations in the cost of transport or fuel, taxes, charges, or exchange rate fluctuations, provided that any such revision is notified to the Traveller no later than twenty (20) days before the scheduled start of the trip. Where the price increase exceeds eight percent (8%) of the total price of the package, the provisions of clause B.8 (Amendments by Nuclei) shall apply. Any price increase may be made only if the contract expressly provides for the possibility of a price increase and a corresponding right to a price reduction, specifies the method for calculating the adjustment, and the increase is exclusively a direct consequence of: (i) changes in passenger transport prices resulting from fuel or other energy costs; (ii) changes in taxes or fees imposed by third parties not

directly involved in performing the package; or (iii) relevant exchange-rate changes.

B.10.2 Fare Changes Between Search and Booking. If the fare or rate you selected is no longer available at the time of booking confirmation (e.g., the last seat at that price class has been sold), you will be notified before payment is taken and given the opportunity to accept an alternative price or abandon the booking without charge.

B.10.3 Taxes and Ancillary Charges. The total price displayed at checkout will include:

- All mandatory taxes and government-imposed fees applicable to the booking;
- Any airport departure taxes or destination entry taxes known at the time of booking (where collected by Nuclei);
- Any mandatory carrier-imposed surcharges (e.g., fuel surcharges);
- Any booking service fee charged by Nuclei.

Optional ancillary services (e.g., seat selection, additional baggage, travel insurance, meals) are never pre-selected and will only be added to your booking upon your express selection and confirmation. The price of each ancillary will be separately disclosed before it is added to the total.

B.10.4 Destination-Specific Taxes Payable Locally. Certain taxes or levies may be payable directly to local authorities or the hotel upon arrival (e.g., city/tourist tax). Where this is the case, Nuclei will inform you at the time of booking. These local charges are not collected by Nuclei and are your sole responsibility.

B.10.5 Price Reductions and Refund. Where a price revision under clause B.10.1 results in a decrease in the price of a package, Nuclei may deduct the actual administrative expenses incurred in processing the reduction from the refund due to the Traveller. At the Traveller's request, Nuclei will provide proof of those administrative expenses. This clause does not apply to refunds arising from cancellation, non-conformity, or any promotional price reduction.

B.11 Airline-Specific Terms

B.11.1 Incorporation of Conditions of Carriage. Each airline's conditions of carriage, tariff rules, and fare conditions apply to your flight booking and are incorporated by reference. These will be made available to you before confirmation of your booking. You are responsible for reading and complying with the relevant airline's conditions of carriage.

B.11.2 Regulation (EC) 261/2004 — Air Passenger Rights. Your rights in the event of denied boarding, flight cancellation, long delay, or downgrading are governed by Regulation (EC) No 261/2004 of the European Parliament and of the Council of 11 February 2004. Under that Regulation:

- You may be entitled to compensation of between EUR 250 and EUR 600 depending on the flight distance, in the event of denied boarding or cancellation (subject to the extraordinary circumstances defence);
- You may be entitled to care (meals, refreshments, accommodation, and transport) in the event of delay, cancellation, or denied boarding; and
- You may be entitled to reimbursement or re-routing in the event of long delay or cancellation.

Claims under Regulation (EC) 261/2004 are made directly against the operating carrier. Nuclei will provide reasonable assistance in directing your claim to the airline. Where Nuclei is the ticket-issuing agent, Nuclei may assist in submitting your claim but is not liable for compensation payable under the Regulation.

B.11.3 Montreal Convention. International carriage by air is subject to the Montreal Convention of 28 May 1999 (or the Warsaw Convention, as applicable), which limits and governs the airline's liability for loss of life or personal injury, damage or loss of baggage, and delay. Nuclei's liability in respect of air transport services included in a package shall not exceed the maximum amounts recoverable from the carrier under the Montreal Convention.

B.11.4 Codeshare and Interline Arrangements. Where a flight is operated by a carrier different from the marketing carrier, both carriers' conditions of carriage may apply. The operating carrier's identity will be disclosed to you at the time of booking where known.

B.11.5 Itinerary Sequencing. For multi-leg itineraries, if you do not board a connecting or outbound flight, the airline may cancel remaining legs of the itinerary without refund. You should inform the airline or Nuclei promptly if you do not intend to travel on any segment of your booking.

B.12 Hotel-Specific Terms

B.12.1 Booking Confirmation. A hotel booking is confirmed once the hotel has accepted it and you receive a booking confirmation from Nuclei, which will include the booking reference, hotel name and address, check-in and check-out dates, room type, rate, and applicable cancellation policy.

B.12.2 Check-In Requirements. You are responsible for complying with the hotel's check-in requirements, including (without limitation) presenting a valid identity document and payment card where required for incidental charges. Nuclei is not responsible for any failure of check-in attributable to the hotel or to your failure to meet the hotel's requirements.

B.12.3 No-Show Policy. If you fail to check in on the scheduled arrival date without cancelling the reservation in accordance with the applicable cancellation policy, you may forfeit the full amount of the reservation (or such lesser amount as specified in the rate conditions). No-show charges are imposed by the hotel and passed through to you in accordance with the disclosed rate terms.

B.12.4 Supplier Cancellation. In the event that a hotel cancels your confirmed reservation, Nuclei will use reasonable endeavours to notify you promptly and to assist in finding alternative accommodation of comparable standard and price. Where a hotel-initiated cancellation occurs and a refund is due, Nuclei will process the refund to your original payment method as soon as the funds are received from the hotel, and in any event within 14 days of receipt (or, where Nuclei acts

as the organiser of a package, within the period set out in clause B.15.3). Nuclei's liability for hotel-initiated cancellations is limited to the amount paid by you for the affected reservation, except where Nuclei acts as the organiser of a package.

B.12.5 Property Standards. Star ratings, property descriptions, and photographs displayed on the Platform are provided in good faith based on information supplied by the hotel or its data providers and follow the quality standards of the host country. Where Nuclei acts solely as an intermediary for individual hotel bookings that do not form part of a package, Nuclei does not independently inspect or verify hotel properties and does not guarantee that the property's condition will match the displayed information. However, where Nuclei acts as the organiser of a package that includes hotel accommodation, Nuclei is responsible for the proper performance of the accommodation service as part of the package, including its conformity with the description provided to the Traveller before the conclusion of the contract, in accordance with Directive (EU) 2015/2302. In such cases, any lack of conformity of the accommodation with the contractual description shall be treated as a lack of conformity of the package, and the Traveller's rights under clauses B.1.2 and B.18 shall apply. Hotels may be substituted by others of a similar or higher category where, for reasons beyond Nuclei's control, it is not possible to maintain or confirm the existing reservation. Any such substitution shall be notified to the Traveller as soon as Nuclei becomes aware of it. Where the substitution constitutes a significant change to a main characteristic of the package, the provisions of clause B.8 (Amendments by Nuclei) shall apply, including the Traveller's right to terminate without penalty. For individual hotel bookings that do not form part of a package, the Traveller may decline the substitute accommodation and receive a full refund of the amount paid for the affected reservation.

B.13 Passport, Visa, Health, and Entry Requirements

B.13.1 Customer's Responsibility. Unless otherwise stipulated in these Terms of Use, you are solely responsible for ensuring that you and all travellers named in a booking hold valid and up-to-date personal documentation and comply with all entry, health, and visa

requirements applicable to your origin, destination, transit points, and any other countries visited during your trip. This includes, without limitation:

- Valid passport (with sufficient remaining validity as required by the destination country);
- Any required visa, electronic travel authorisation (e.g., ETIAS when operational), or other entry permit;
- Any required vaccination or health documentation (including COVID-19 or other public health requirements in force); and
- Any applicable customs or immigration declarations.

B.13.2 No Liability for Non-Compliance. Nuclei does not accept responsibility for any costs, losses, or consequences suffered by you as a result of failure to obtain required documents or comply with entry requirements, except where such failure results from Nuclei's failure to provide the information it is required to provide under clause B.2. This includes denied boarding, denied entry, deportation, fines, refusal of visa, or costs of alternative travel arrangements. All costs arising from such situations shall be borne solely by the Traveller. It is your responsibility to verify requirements with the relevant embassies, consulates, or official government authorities of the destination and transit countries before travelling.

B.13.3 Health Advice. Nuclei does not provide health or medical travel advice. You are encouraged to consult your national health authority and, where appropriate, a medical practitioner before travelling to destinations where specific health risks exist.

B.14 Name Changes, Corrections, and Fare Rules

B.14.1 Name Accuracy. You are responsible for ensuring that all names entered at the time of booking match exactly the full names as they appear on the relevant travel documents (passport, identity card). Many Travel Suppliers, and in particular airlines, do not permit name changes once a ticket or reservation has been confirmed.

B.14.2 Minor Corrections. Requests for minor typographical corrections (e.g., a single character error in a name) must be submitted to Nuclei as soon as the error is identified. Nuclei will

contact the relevant Travel Supplier on your behalf. Whether a correction is permitted, and any fees applicable, are determined solely by the Travel Supplier. Nuclei may charge an administration fee for processing correction requests.

B.14.3 Name Changes. Full name changes (e.g., following a change of name by deed poll) are subject to the Travel Supplier's name-change policy. Most airlines do not permit the transfer of a ticket to a different person. Nuclei will not be liable for any fare forfeiture resulting from a refusal to permit a name change.

B.14.4 Fare Rules and Restrictions. Airlines apply different fare rules depending on the ticket type purchased, including (without limitation) restrictions on changes, rebooking fees, upgrade options, and routing. The applicable fare rules will be disclosed to you before confirmation of your booking. Changes after booking are subject to the applicable fare rules and may involve payment of additional charges.

B.15 Force Majeure, Schedule Changes, Supplier Cancellations, and Refunds

B.15.1 Force Majeure. Nuclei shall not be liable for any failure or delay in facilitating a travel booking or related service caused by events beyond reasonable control, including (without limitation) natural disasters, pandemics, war, civil unrest, government action, strikes, extreme weather, or industrial action by Travel Supplier staff. In such circumstances, Nuclei will use reasonable endeavours to assist you in seeking a refund or alternative arrangements from the relevant Travel Supplier. This clause does not limit Nuclei's obligations as organiser or retailer of a package under Directive (EU) 2015/2302.

B.15.2 Airline Schedule Changes. Airlines may change flight schedules, including departure times, routing, or aircraft type, after a booking is confirmed. Where Nuclei is notified of a significant schedule change:

- Nuclei will notify you using the contact details provided at the time of booking;
- Where the schedule change constitutes a significant change under Regulation (EC) 261/2004 or the airline's conditions of carriage, you may be entitled to a refund or re-routing; and

- Nuclei will assist in processing any refund or rebooking request, subject to the airline's applicable procedures.

B.15.3 Supplier Cancellations — General. In the event of cancellation of a booked Travel Service by the Travel Supplier (whether due to force majeure, commercial decision, insolvency, or otherwise):

- Nuclei will notify you promptly upon receiving notice from the Travel Supplier;
- Nuclei will assist you in claiming any refund, compensation, or alternative service to which you are entitled under the Travel Supplier's terms, applicable law, and (for flights) Regulation (EC) 261/2004;
- Where Nuclei acts as the organiser of a package, any refund due to the Traveller as a result of a Travel Supplier cancellation shall be processed within fourteen (14) days of the termination or cancellation of the package travel contract, irrespective of whether Nuclei has received the corresponding funds from the Travel Supplier. Where Nuclei acts solely as an intermediary for individual (non-package) Travel Services, refunds received from Travel Suppliers will be passed through to the Traveller without undue delay, and in any event within fourteen (14) days of receipt by Nuclei;
- Where the Travel Supplier enters insolvency proceedings, your remedies are governed by applicable insolvency law and any financial protection scheme applicable to that supplier.

B.15.4 Nuclei's Own Cancellation. In the rare event that Nuclei cancels a booking as a result of a processing error attributable to Nuclei, Nuclei will refund all amounts received from you in full within 14 days of cancellation. Nuclei's liability in respect of such cancellation will not exceed the amount paid by you for the affected booking, save where Nuclei's liability to you under applicable mandatory consumer law cannot be limited.

B.16 Complaints and Dispute Resolution – Travel Services

B.16.1 First-Line Complaints to Nuclei. In the first instance, all complaints relating to a travel booking made through the Platform

should be submitted to Nuclei at help@gonuclei.com. Nuclei will acknowledge your complaint within 2 business days and will provide a substantive response within 15 days from the receipt. Nuclei will act as your first point of contact and will liaise with the Travel Supplier on your behalf where the complaint relates to the quality or performance of the travel service.

B.16.2 Escalation to Travel Supplier. Where Nuclei acts solely as an intermediary and a complaint relates to the quality, performance, or standard of a travel service (e.g., in-flight service, accommodation quality), Nuclei will direct your complaint to the relevant Travel Supplier and provide you with the Travel Supplier's direct complaint contact details. The Travel Supplier is responsible for resolving service-level complaints in accordance with its own terms and applicable law. Where Nuclei acts as the organiser of a package, Nuclei remains responsible for resolving the complaint in accordance with clause B.18.

B.16.3 Aviation Complaints — National Enforcement Bodies. For complaints relating to denied boarding, delay or cancellation under Regulation (EC) 261/2004 that cannot be resolved with the airline, you may contact the relevant national enforcement body:

- In Portugal: ANAC (Autoridade Nacional de Aviação Civil), www.anac.pt;
- In other EU Member States: the relevant national body designated under Article 16 of Regulation (EC) 261/2004. General alternative dispute resolution information is set out in clause C.13.2.

B.17 Linked Travel Arrangements – Statutory Statement

B.17.1 What is a Linked Travel Arrangement? A linked travel arrangement ("LTA") exists where at least two different types of travel services are purchased for the same trip or holiday under separate contracts with individual service providers, and a trader (such as Nuclei) facilitates either (a) the separate selection and separate payment of those services during a single visit to or contact with the Platform, or (b) the targeted procurement of an additional travel

service from another trader where the second contract is concluded within 24 hours of receiving confirmation of the first booking.

B.17.2 LTA vs. Package. An LTA is different from a package holiday. If the combination of travel services meets the definition of a "package" under Directive (EU) 2015/2302 (e.g., the services are sold at an inclusive or total price, marketed as a "package", or selected at a single point of sale before payment), different and more extensive rights apply, including organiser liability for overall performance of the package.

B.17.3 LTA Statutory Disclosure. If and when you book an LTA through the Platform, Nuclei will, before you are bound by any contract, inform you clearly, comprehensibly, and prominently that:

- You will not benefit from the rights applying exclusively to packages under Directive (EU) 2015/2302, and each Travel Supplier will be solely responsible for the proper performance of its own contract; and
- You will benefit from insolvency protection provided by Nuclei in respect of all payments made to Nuclei for services not performed due to Nuclei's insolvency.

This disclosure will be provided using the standard information form set out in Annex II of Directive (EU) 2015/2302, or equivalent information where no standard form precisely fits.

B.17.4 Insolvency Protection. Nuclei will maintain insolvency protection covering the refund of all payments received from travellers for travel services included in an LTA that are not performed due to Nuclei's insolvency. Details of the insolvency protection arrangement (including the name of the protection provider, the cover maintained, and how to make a claim) will be provided in the LTA standard information form and/or on the Platform at the time of booking.

B.17.5 Non-Compliance Consequence. If Nuclei were to fail to comply with its insolvency protection and information obligations in relation to an LTA, the provisions of Directive (EU) 2015/2302 applicable to

packages and any applicable national laws would apply in relation to the travel services included in the LTA.

B.18 Non-Conformity and Remedies — Package Travel

B.18.1 Traveller's Duty to Report. The Traveller shall inform Nuclei of any lack of conformity which the Traveller perceives during the performance of a travel service included in the package, without undue delay and taking into account the circumstances.

B.18.2 Right to Remedy. Where any travel service included in the package is not performed in conformity with the package travel contract, Nuclei shall remedy the lack of conformity within a reasonable period set by the Traveller, unless this is impossible or entails disproportionate costs taking into account the extent of the lack of conformity and the value of the travel services affected. If Nuclei does not remedy the lack of conformity within the reasonable period set by the Traveller, the Traveller may do so and request reimbursement of the necessary expenses. The Traveller need not specify a period where immediate remedy is essential or where Nuclei has refused to remedy the lack of conformity.

B.18.3 Price Reduction and Termination. The Traveller is entitled to an appropriate price reduction for any period during which there is a lack of conformity, unless Nuclei proves that the lack of conformity is attributable to the Traveller. Where the lack of conformity substantially affects the performance of the package and Nuclei has not remedied it within a reasonable period set by the Traveller, the Traveller may terminate the package travel contract without paying a termination fee and is entitled, where appropriate, to both a price reduction and compensation in accordance with this section.

B.18.4 Compensation for Damage. The Traveller is entitled to receive appropriate compensation from Nuclei for any damage sustained as a result of any lack of conformity with the package travel contract. Compensation shall be made without undue delay. The right to compensation does not arise to the extent that Nuclei proves that the lack of conformity is: (a) attributable to the Traveller; (b) attributable to a third party unconnected with the provision of the travel services

included in the package and is unforeseeable or unavoidable; or (c) due to unavoidable and extraordinary circumstances.

SECTION C — GENERAL TERMS (APPLICABLE TO ALL SERVICES)

This Section C applies universally to all use of the Platform and to all Services (Gifting and Travel), and supplements the product-specific terms in Sections A and B.

C.1 Policy Objective and Acceptance

By using the Platform, you signify your agreement to these Terms of Use and acknowledge the Company's Privacy Notice. These Terms of Use set out the legally binding terms of the Services and the terms of use of the Platform. These Terms of Use extend to users who visit the Platform but do not use the Services, as well as to registered users who are authorised to transact on the Platform. Your access and use of the Platform and any purchase of Services is also subject to our DSA Policy, which is incorporated by reference. The contract to purchase the Services is concluded when we send you the voucher or booking confirmation. Nothing in these Terms of Use should be construed to confer any rights to third-party beneficiaries. This does not affect any right you may have against third parties under their own terms or applicable law.

C.2 Access

Where you have an account, you are responsible for maintaining the confidentiality of your account and password and for restricting and preventing unauthorised access to your account. You agree to accept responsibility for all activities that occur under your account or password, except where such activities result from our failure to implement appropriate security measures in accordance with applicable law. When a Consumer accesses the Platform via a third-party application, they will be redirected to the Platform and will not be required to create an account. You represent and warrant that you are at least 18 (eighteen) years old and that all information you submit

is true, accurate and complete in connection with your use of the Platform. If you are under the age of 18 (eighteen) years, you shall not transact on or use the Platform. We will use reasonable efforts to ensure that access to and availability of the Platform remains uninterrupted and error-free. However, access to the Platform may occasionally be suspended or restricted to allow for repairs, maintenance, security reasons or for the introduction of new facilities and services. Cookie Policy: A cookie is a small text file that we place on your mobile device to enable various features of the Platform. "Cookies" are used to store user preferences and to track user trends, so as to enhance your interactive experience and generally improve our Services to you. Where we rely on consent, we ask for it within our services. Non-essential cookies (including analytics and marketing cookies) are disabled by default and activated only after obtaining your explicit, informed and freely given consent, unless our Privacy Notice describes them as necessary for a partner programme you have joined. You may withdraw your consent at any time, as described in our Privacy Notice. We use cookies in accordance with our Privacy Notice and applicable data protection and ePrivacy laws.

C.3 Limited Licence for Access

We grant you a limited licence to access and make personal use of the Platform, but not to download (other than page caching) or modify it (or any portion thereof), except with our prior written consent. This licence does not include any resale or commercial use of the Platform or its contents. Any derivative use of the Platform or its contents, any downloading or copying of account information for the benefit of any third party is prohibited. The Platform or any portion thereof (including but not limited to any copyrighted material, trademarks or other proprietary information) may not be reproduced, duplicated, copied, sold, resold, distributed or otherwise exploited for any commercial purpose without our prior written consent. You will not frame or use framing techniques to enclose any trademark, logo or other proprietary information (including images, text, page layout or form) of ours and our affiliates without our prior written consent. You will not use any meta tags or any other "hidden text" utilising our or our affiliates' names or trademarks without prior written consent. You will

not use any logo or other proprietary graphic or trademark of ours or the Platform as part of a link without prior written consent. You shall not use the Platform in any way that causes or is likely to cause damage or impairment to the Platform or in any manner harms us or any other person or entity or that interferes with the proper functioning or security of the Platform. Any measures taken in response to such conduct shall be proportionate and in accordance with applicable law. You may not decompile, reverse engineer or disassemble the software, and you may not remove any copyright, trademark registration or other proprietary notices from the content of the Platform.

C.4 Acceptable Use

You hereby agree that:

- (i) you shall not use the Platform to host, display, upload, post, submit, distribute, modify, publish, transmit, update or share any information that: (a) belongs to another person and to which you do not have any right; (b) is defamatory, obscene, pornographic, invasive of another's privacy, or promotes gambling where prohibited under applicable law, or otherwise unlawful under applicable law, including content related to child sexual abuse material or incitement to violence; (c) harms minors in any way; (d) infringes any patent, trademark, copyright or other proprietary rights; (e) infringes upon any third party's right of privacy, personality or endorsement; (f) violates these Terms of Use or any applicable law including, but not limited to, laws governing false advertising, consumer protection and safety, discrimination, terrorism or hate speech; (g) advertises or promotes anything including personal or commercial sites or platforms; (h) deceives or misleads the addressee about the origin of such messages in a manner that is unlawful under applicable law; (i) impersonates another person; (j) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of the Platform, the Services or any connected network or any computer resource, or otherwise interferes with any entity's use or enjoyment of the Platform or

the Services; or (k) constitutes illegal content under applicable law or incites criminal activity. This is a non-exhaustive list which should be used as a guide on what you must not post on the Platform or transmit to other users;

- (ii) you will not engage in any form of disruptive, destructive or abusive activities, including "spamming," "flooding", "phishing" or similar harmful activities;
- (iii) you will not delete or modify any content of the Platform and/or Services including, but not limited to, legal notices, disclaimers or proprietary notices such as copyright or trademark symbols or logos, unless you have the legal right or express permission to do so; and
- (iv) you will not access and use the Platform and the Services unless you are legally authorised to do so.

C.5 Promotional Codes

C.5.1 General. From time to time, Nuclei may issue promotional codes, discount codes, or voucher codes ("Promotional Codes") to consumers in connection with specific marketing campaigns, loyalty programmes, or personalised offers.

C.5.2 Eligibility and Validity. Promotional Codes are subject to the specific terms communicated at the time of issue, which will include (where applicable): the services to which the code applies; the minimum spend threshold (if any); the expiry date; any restrictions on use with other offers; and the maximum discount value.

C.5.3 Grounds for Refusal. Nuclei reserves the right to decline the application of a Promotional Code in the following circumstances only:

- (a) the Promotional Code has expired;
- (b) the Promotional Code was not validly obtained (e.g., it was obtained through an unauthorised channel, resold, or otherwise transferred contrary to its terms);
- (c) there is a reasonable suspicion of fraudulent use of the Promotional Code (e.g., multiple applications by the same user or device, use in conjunction with a fraudulent payment instrument);

- (d) the Promotional Code is technically incompatible with the product selected or the payment method used at checkout;
- (e) the minimum spend or other eligibility conditions have not been satisfied;
- (f) the Promotional Code has already been used (where single-use codes are issued); or
- (g) the Promotional Code is being combined with another special offer or discount where combination is expressly excluded in the offer terms.

Nuclei will not refuse a validly obtained and eligible Promotional Code for any reason other than those listed above. Where a Promotional Code is declined, the reason will be communicated to the consumer before payment is confirmed.

C.5.4 Proof of Receipt. Nuclei may request reasonable evidence that a Promotional Code was validly obtained where there is a genuine and specific reason to do so (e.g., where the code appears to have been published or shared in an unauthorised manner). Nuclei will not request proof of receipt as a default condition of use for codes issued through Nuclei's own channels.

C.5.5 Combination with Other Offers. Unless the specific offer terms expressly state otherwise, Promotional Codes cannot be combined with other current promotional offers or discounts running on the Platform at the same time. Where a consumer holds a Promotional Code and another discount applies, the consumer will be given the choice of which benefit to apply before completing the booking.

C.5.6 Price Reduction Announcements — Omnibus Directive Compliance. Where Nuclei announces a price reduction in connection with a Promotional Code or promotional campaign (for example, by showing a "was / now" price or a percentage discount against a reference price):

- (a) the reference price against which any reduction is calculated will be the lowest price applied by Nuclei for the same product or service during the 30 days immediately preceding the announcement of the price reduction, in compliance with Article 6a of Directive 98/6/EC as amended by Directive (EU) 2019/2161;

- (b) where a product has been listed on the Platform for fewer than 30 days, the reference period used will be the period during which the product has been available, and this will be disclosed prominently alongside the price reduction claim; and
- (c) for travel products subject to dynamic pricing (see clause B.10), where the fare or rate changes rapidly and a 30-day reference price cannot be calculated in the standard manner, no "was / now" price representation will be made unless Nuclei's pricing system can generate and verify a compliant reference price.

Nuclei does not use urgency or scarcity claims in connection with Promotional Codes unless those claims are based on verifiable data. Any such claim will accurately reflect the actual remaining availability of the offer.

C.6 Definitions

"Platform" means the mobile or web platform provided by us. "Customer" means a User who purchases Services through the Platform. "Independent Suppliers" means third-party service providers whose products or services are accessible through the Platform, including gift card issuers (for Section A) and Travel Suppliers (for Section B). "Gifting Services" means digital gift cards and digital vouchers sold by Nuclei as merchant-of-record under Section A. "Travel Services" has the meaning given in Section B. "Travel Suppliers" means airlines, hotels, car rental companies, and other providers of travel services accessible through the Platform. "Consumer" means a natural person acting for purposes outside their trade, business, craft or profession. "User" means any natural or legal person who accesses or uses the Platform. "You" or "your" means the User and, where applicable, the Customer. "Services" means Gifting Services and Travel Services, as applicable. "Traveller" means the Customer and any person named in a Travel Services booking. Where these Terms of Use refer to statutory rights (including withdrawal and conformity rights), such rights apply only to Consumers as required by applicable law. Where mandatory local law extends Consumer rights to natural persons acting as sole traders or micro-entrepreneurs, the

statutory rights referred to in these Terms of Use will also apply to them.

C.7 Intellectual Property

The compilation of all content on the Platform is the exclusive property of the Company or the respective suppliers. All software used on the Platform is the property of the Company or its suppliers. You shall not systematically extract or re-utilise substantial parts of the Platform's content without prior written consent, and you shall not create or publish your own database featuring substantial parts of the Platform without our express written consent. "Gonuclei" and "Nuclei" marks are trademarks or registered trademarks of the Company. All other trademarks appearing on the Platform are the property of their respective owners. All materials and content on the Platform are protected by copyright, patent, and trademark laws. Subject to these Terms of Use, the Company grants you a non-exclusive, freely revocable, non-transferable licence to view the material on the Platform for personal, non-commercial purposes only. All intellectual property rights in and to the Platform, including copyright in the compilation, database rights, software, and all content created by or on behalf of the Company, are owned by or licensed to Nuclei Technologies, Unipessoal Lda. Where any such rights are licensed to the Company rather than owned outright, the Company confirms that it has the authority to grant users the limited licence described in this clause on the terms set out herein.

C.8 Communications

Visiting the Platform or sending emails to us constitutes electronic communication by you with us. We communicate with you by email, phone or by posting notices on the Platform. All agreements, notices, disclosures and other communications are provided to you electronically through a durable medium, including via email. You may receive service-related communications (including order confirmations, account notifications, security messages or other information necessary for the performance of the contract) via email or SMS to your registered contact details. Marketing or promotional

communications (including SMS messages and emails) will be sent only where you have provided the necessary consent or where otherwise permitted under applicable law. You may revoke your consent to marketing communications at any time in accordance with our Privacy Notice. Delivery of the Services does not depend on such marketing communication consent.

C.9 Termination

We may terminate these Terms of Use or suspend or terminate your access to the Platform for valid reasons, such as: (i) your material breach of these Terms of Use; (ii) suspected fraud or unlawful activity; (iii) legal or regulatory requirements; or (iv) technical or security reasons affecting the operation of the Platform. Where reasonably possible, we will provide prior notice of termination. Immediate suspension or termination may occur without prior notice where necessary to prevent harm, fraud, security risks or legal violations. Termination will not affect any rights or obligations arising from contracts already concluded, except where termination results from your material breach or unlawful conduct. If we terminate the Platform or Services other than for a valid reason, we will provide the appropriate remedies (including refunds where applicable) in accordance with applicable law.

C.10 Amendments

We reserve the right to modify our Platform, policies and these Terms of Use for valid reasons, including legal, regulatory, security or technical requirements. We will notify you in advance of material changes to these Terms of Use on a durable medium, including via email. Changes will not affect contracts already concluded, unless the change is required by law or government authority or you have expressly agreed to the modification.

C.11 Disclaimer and Liability

C.11.1 Disclaimer. You expressly understand and agree that: (i) the Platform and Services are provided on an "as available" basis; while we use reasonable efforts to ensure that the Platform functions

properly, we do not guarantee that access will be uninterrupted or error-free; temporary suspension may occur for maintenance, security or technical reasons; (ii) we make reasonable efforts to ensure that information on the Platform is accurate and up to date, however, errors or inaccuracies may occasionally occur; (iii) where the Platform contains links to third party websites or services, such websites or services are not controlled by us and we are not responsible for their content, availability or terms; and (iv) we make reasonable efforts to ensure that our Platform and the servers that make content available are free of viruses or other harmful components, however, we do not guarantee that such content will be entirely free of viruses or harmful components.

C.11.2 Limitation of Liability. We shall not be liable for failure or delay in performance caused by events beyond our reasonable control. You acknowledge that we are not responsible or liable for: (a) any incompatibility between the Platform and/or Services and any other site, service, software or hardware; (b) any delays or failures experienced with any transmissions or transactions relating to the Platform; (c) unauthorised access to or alteration of the users' transmissions or data which were not caused by us; and (d) statements or conduct of any third party on their own systems. We are liable for foreseeable loss or damage resulting from our material breach of these Terms of Use. We are not liable for indirect losses which were not obvious at the time the contract was concluded or any business losses, including loss of profit, loss of business, business interruption and loss of business opportunity. This exclusion of indirect losses does not apply to claims for non-material damage (including loss of enjoyment of holiday) as well as damage to life and health arising from the non-performance or improper performance of travel services included in a package, where Nuclei acts as the organiser, to the extent such claims are provided for under Directive (EU) 2015/2302 and applicable national law. Nothing in these Terms of Use excludes any rights you may have under mandatory consumer protection law, including rights relating to conformity of digital content or services. Nothing in these Terms of Use excludes or limits liability where such exclusion or limitation is not permitted under applicable

law, including liability for death or personal injury caused by our negligence or fraud.

C.11.3 Your Liability. You are liable, in accordance with applicable law, for any damage you cause us through your breach of these Terms of Use or your unlawful use of the Platform.

C.11.4 Force Majeure — Platform. The Company shall be relieved of its responsibilities (other than mandatory consumer law obligations) where failure of performance results directly or indirectly from an act of force majeure or causes beyond the reasonable control of the Company, including natural disasters, riots, civil disturbances, shortages, orders of courts or tribunals, or non-performance of third parties beyond our reasonable control. For the avoidance of doubt, Travel Supplier cancellations and the rights arising therefrom are governed by Section B.15 above.

C.12 Waiver

No term of these Terms of Use shall be deemed waived and no breach excused, unless such waiver or consent is made expressly in writing (including by electronic communications) by us. Any consent by the Company to, or waiver of a breach by you, whether expressed or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

C.13 Governing Law, Jurisdiction and Dispute Resolution

C.13.1 Governing Law and Jurisdiction. These Terms of Use are governed by and shall be interpreted in accordance with the laws of Portugal. Nothing in these Terms of Use limits or excludes the mandatory consumer protection rights that you are entitled to under the laws of your country of habitual residence. If you are a Consumer, you may bring legal proceedings either before the courts of your place of habitual residence or before the courts of Portugal. We may bring proceedings against a Consumer only before the courts of the Consumer's place of habitual residence or as mandated by law.

C.13.2 Alternative Dispute Resolution. We are not currently obliged to participate, and are not willing to participate, in dispute resolution

proceedings before a consumer arbitration body, except where participation is required by mandatory law. This does not affect your rights below or your right to bring legal proceedings. Where the value of a dispute does not exceed €5,000, a Consumer may require the dispute to be submitted to mediation or arbitration before a registered alternative dispute resolution entity, in accordance with Portuguese Law 63/2019 of 16 August. Consumers may in any event have recourse to an alternative dispute resolution entity in their country of habitual residence. A directory of registered entities across the EU is available from the European Commission at consumer-redress.ec.europa.eu/dispute-resolution-bodies, and the European Consumer Centre in your country can advise on the competent body. In Portugal, the entities of subsidiary competence are CNIACC — Centro Nacional de Informação e Arbitragem de Conflitos de Consumo (www.cniacc.pt) and the Consumer Conflict Arbitration Centre with territorial competence for the district of Lisbon. A full list is available from the Direção-Geral do Consumidor at www.consumidor.gov.pt.

C.14 Severability

If any provision of these Terms of Use is held by a court of competent jurisdiction to be unenforceable under applicable law, such provision shall be excluded from these Terms of Use and the remainder shall be interpreted as if such provision were excluded, while giving effect, to the greatest extent permissible, to the meaning and intention of the excluded provision.

C.15 Entire Agreement

These Terms of Use contain the entire understanding between the parties in respect of the subject matter hereof, provided that nothing in this clause excludes or limits any mandatory consumer protection rights applicable under applicable law. This does not limit or exclude any information provided to you prior to the conclusion of the contract which forms part of the contract under applicable law.

C.16 Digital Services Act (DSA) Compliance

C.16.1 DSA Compliance. We comply with the requirements of the Digital Services Act (Regulation (EU) 2022/2065) (the "DSA") applicable to us as an intermediary service provider established in Portugal. Our DSA Policy outlines, among others, our treatment of user generated content (where applicable) and account restrictions in line with DSA specific requirements. We are not an online platform, Very Large Online Platform (VLOP) or Very Large Online Search Engine (VLOSE) within the meaning of the DSA.

C.16.2 Prohibited Content. We do not permit illegal or harmful content on our Platform. The categories of content and conduct that are prohibited are set out in clause C.4 (Acceptable Use). Any breach of these prohibitions may result in the immediate removal of the relevant content, restriction or suspension of your access to the Platform, termination of your access to the Platform in cases of serious infringements, and, where legally required or appropriate, referral to competent national authorities, including law enforcement. Any such measures will be proportionate and in accordance with applicable law, as further described in clause C.9 (Termination).

C.16.3 Content Moderation. To ensure a safe platform, content uploaded by users on our platform for any ancillary features is automatically reviewed using AWS Rekognition Content Moderation or any other third party service. This system analyses images and videos for potentially harmful or inappropriate material. Where content is flagged, it is assessed against clause C.4 (Acceptable Use) and may be blocked, removed, or escalated for human review. You will be notified if any action is taken on your content as a result of this process. Access to specific content, functionalities or services may also be restricted or suspended where the Company is required to do so in order to comply with a binding order issued by a competent authority pursuant to applicable law, including Article 9 of the DSA. Where we determine action to be appropriate and proportionate, we may take one or more of the following steps: i. Removal of or disabling of access to the reported content; ii. Issuance of a warning to the User responsible for the content; iii. Temporary restriction or suspension of the User's access to the Platform in accordance with clause C.9

(Termination); iv. Permanent termination of the User's access to the Platform in cases of serious infringements; and v. Referral of the matter to competent law enforcement or regulatory authorities, where we are under a legal obligation to do so or where we deem such referral to be in the public interest.

C.16.4 Complaints and Redress. If you are dissatisfied with a decision we have taken in connection with a report or any content moderation action, you may submit a complaint to us through help@gonuclei.com clearly marked as a "DSA Complaint". We will review all complaints submitted in good faith in a timely, diligent, and non-arbitrary manner and communicate our reasoned decision to you. Complaints submitted under this clause do not affect your rights under clauses A.8 and B.16, which govern complaints relating to the performance of the Services. Where our decision on a complaint remains unsatisfactory to you, you may have recourse to: i. the Digital Services Coordinator for your country of residence, being the national competent authority designated under Article 49 of the DSA; and ii. the courts of competent jurisdiction in accordance with applicable law, as set out in clause C.13.1 (Governing Law and Jurisdiction).

C.16.5 Reporting Illegal Content. If you encounter content on our Platform that you believe to be illegal or harmful, you may report it to us through the mechanism set out in our DSA Policy, available at trust.gonuclei.com/dsa (the "DSA Policy"). We will assess all reports diligently and act proportionately. Our DSA Policy sets out in full our notice-and-action mechanism, how we handle reports, complaint handling, and the redress options available to you. Our DSA Policy forms part of these Terms of Use.

C.17 Assignment

You cannot assign or otherwise transfer these Terms of Use or any rights granted hereunder to any third party. This does not prevent you from assigning to a third party any claim for payment of money that you have against us. We may assign our rights and obligations under these Terms of Use upon prior notice. Any assignment shall not affect your statutory rights.

C.18 Privacy

Depending on the service and region, Nuclei may act as an Independent Controller, Joint Controller, or Processor as set out in our Privacy Notice. Key principles: data is processed lawfully, fairly, and transparently; only data necessary for providing Services is collected; data may be shared with Independent Suppliers, payment service providers or other service providers for the purposes described in our Privacy Notice; and data subjects have the right to access, rectify, erase, restrict, port or object to the processing of their personal data and to lodge a complaint with a supervisory authority. Requests can be submitted via the contact details in the Privacy Notice. For Travel Services, your personal data (including your name, passport details, contact information, and payment data) will be shared with the relevant Travel Supplier and, where applicable, with IATA/BSP systems, immigration authorities, and other parties as required by applicable law or the Travel Supplier's operational requirements. To the extent applicable to the Travel Services available to you, details of the personal data shared with Travel Suppliers, IATA/BSP systems and governmental authorities, the legal bases for such processing, any transfers outside the EEA and the safeguards applied, and, where you are led to our services through a third-party platform, the respective roles of Nuclei and that third party, are set out in our Privacy Notice, which is made available before you complete a booking.

C.19 Language Versions

These Terms of Use may be provided in multiple languages to meet local legal or operational requirements. Where multiple language versions exist, the version in the Consumer's local language governs for that Consumer, unless mandatory law provides otherwise. Where the laws of a Consumer’s country of habitual residence so require, the respective-language version of these Terms of Use will be made available before the Travel Services are offered on the Platform to such Consumers.

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Lisbon, Portugal