

TERMS AND CONDITIONS

1. INTRODUCTION AND OVERVIEW:

Welcome to MyPerfectGreekvacation.com a website owned by Pinnacle Excursions Inc., a Massachusetts based company that is committed to delivering exceptional travel experiences. By accessing and using our website and services, you agree to the following terms and conditions. If you do not agree to these terms and conditions, please do not use our website or services.

Acceptance of Terms:

By using our website and services, you agree to be bound by these terms and conditions. These terms and conditions may be updated or modified by us from time to time, and your continued use of our website and services after any changes have been made constitutes your acceptance of the updated or modified terms and conditions.

If you do not agree to these terms and conditions, please do not use our website or services.

2. DESCRIPTION OF SERVICES:

We offer customizable travel packages and services to Greece, including tours, transportation, accommodations, and activities. Our services are designed to provide you with an unforgettable experience in Greece, with a focus on luxury, comfort, and convenience.

Our travel packages may include activities such as sightseeing, cultural experiences, outdoor activities, and culinary tours, among others. We work with reputable partners and vendors in Greece to ensure that our clients receive the highest quality services and experiences.

We offer a variety of accommodation options, including hotels and sometimes villas, to suit the needs and preferences of our clients. We also provide transportation services, such as airport transfers and private transportation, to make your travel experience as smooth and stress-free as possible.

We are committed to providing exceptional customer service and support throughout your travel experience in Greece. Our team is available 24/7 to assist you with any questions or issues that may arise during your trip.

Please note that the travel packages and services described on our website are subject to availability and may be modified or discontinued at any time without notice. We reserve the right to refuse service to anyone for any reason at any time.

3. BOOKING AND PAYMENT:

To book a travel package with us, you must complete the booking process on our website and pay the required deposit. The deposit amount is a flat fee of \$100 per passenger and any additional fees (if any) that will be dependent upon the specific travel package you choose. In the event that additional fees are required it will be communicated to you during the booking process.

Final payment is due within 3 days of confirmation of your trip. We accept various payment methods, including credit cards, bank transfers, certified bank checks and money orders. Please note that additional fees may apply for certain payment methods.

If you need to cancel your booking, please refer to our cancellation policy, which is outlined in a separate section of these terms and conditions.

Changes to Services and Prices:

1. We reserve the right to modify or discontinue our services or prices at any time without notice. However, if you have already booked a travel package with us, we will honor the prices and services as stated at the time of your booking.
2. In the event of a significant change to your travel package, such as a change in accommodation or itinerary, we will notify you as soon as possible and offer you the option to cancel your booking and receive a full refund.

4. USER RESPONSIBILITIES:

By using our website and services, you agree to provide accurate and complete information about yourself, including your name, contact information, and payment details.

You are responsible for complying with all applicable laws and regulations related to your use of our website and services. You agree not to use our website or services for any unlawful or fraudulent purposes.

You are also responsible for maintaining the confidentiality of your account information, including your login credentials and payment details. You agree to notify us immediately if you become aware of any unauthorized use of your account.

Please note that we reserve the right to refuse service to anyone who violates these terms and conditions or engages in any unlawful or fraudulent activities.

5. PROHIBITED ACTIVITIES

You agree not to use our website or services to engage in any of the following activities:

1. Violating intellectual property rights, including but not limited to trademarks, copyrights, and trade secrets.
2. Engaging in spamming or other unsolicited communication.
3. Harassing, stalking, or threatening other users.
4. Posting or transmitting false, misleading, or fraudulent information.
5. Distributing viruses or other harmful software.
6. Engaging in any illegal activity or promoting such activity.
7. Impersonating another person or entity.
8. Using automated software or scripts to access or use our website or services.
9. Interfering with or disrupting the functionality of our website or services.

10. Attempting to gain unauthorized access to our website or services or other users' accounts.

6. INTELLECTUAL PROPERTY

All intellectual property on our website, including but not limited to trademarks, copyrights, and trade secrets, is owned by us or our licensors. You agree not to use or reproduce any of our intellectual property without our prior written consent.

You may use our website and services only for your personal, non-commercial use. You agree not to modify, reproduce, distribute, or create derivative works based on any part of our website or services.

7. PRIVACY POLICY

We take the privacy and security of our users' personal information seriously. We collect personal information, such as names, email addresses, and billing information, only for the purpose of providing our travel packages and services to users. We do not sell or share personal information with third parties, except as necessary to provide our services or as required by law. Our Privacy Policy applies to use of this Site, and its terms are made a part of these Terms of Use by this reference. To view Pinnacle Excursions Inc. Privacy Policy, click on "Privacy Policy" found at the footer to this website. Additionally, by using the Site, you acknowledge and agree that Internet transmissions are never completely private or secure. You understand that even though we use industry-standard security measures to protect personal information from unauthorized access, disclosure, or destruction, any message or information you send to the Site may be read or intercepted by others, even if there is a special notice that a particular transmission (for example, credit card information) is encrypted. Users can review our full privacy policy for more information on how we collect, use, and protect personal information. By using our website and services, you agree to our privacy policy.

8. DISCLAIMERS AND LIMITATIONS OF LIABILITY:

WE MAKE EVERY EFFORT TO ENSURE THAT THE INFORMATION PROVIDED ON OUR WEBSITE IS ACCURATE AND UP-TO-DATE. HOWEVER, WE DO NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF THE INFORMATION AND HEREBY DISCLAIM ANY WARRANTIES OR GUARANTEES RELATED TO OUR TRAVEL PACKAGES. WE ARE NOT LIABLE FOR ANY DAMAGES OR LOSSES INCURRED BY USERS DURING THEIR TRAVEL, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, PROPERTY DAMAGE, OR FINANCIAL LOSSES. IN NO EVENT SHALL WE BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OF OUR WEBSITE OR SERVICES.

WE RESERVE THE RIGHT TO MODIFY OR DISCONTINUE OUR SERVICES AT ANY TIME WITHOUT NOTICE, AND WE SHALL NOT BE LIABLE TO USERS OR ANY THIRD PARTY FOR ANY SUCH MODIFICATION OR DISCONTINUATION. USERS AGREE TO USE OUR WEBSITE AND SERVICES AT THEIR OWN RISK, AND WE SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES OR LOSSES RESULTING FROM THEIR USE. FURTHER INFORMATION ON THIS SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL WE BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF OR INABILITY TO USE THIS SITE, NOR SHALL WE BE RESPONSIBLE FOR ANY DAMAGES WHATSOEVER THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE WHETHER OR NOT CAUSED BY EVENTS BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ACTS OF GOD, COMMUNICATIONS LINE FAILURE, THEFT, DESTRUCTION, OR UNAUTHORIZED ACCESS TO THIS SITE'S RECORDS, PROGRAMS, OR SERVICES. IN

NO EVENT SHALL OUR TOTAL LIABILITY FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION EXCEED TWENTY DOLLARS (US \$20.00). SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATIONS OF CERTAIN DAMAGES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. SUPPLIERS WHOSE TRAVEL OR OTHER SERVICES ARE OFFERED ON THIS SITE ARE INDEPENDENT ADVISORS, NOT AGENTS OR EMPLOYEES OF PINNACLE EXCURSIONS INC.. PINNACLE EXCURSIONS IS NOT LIABLE FOR THE ACTS, ERRORS, OMISSIONS, REPRESENTATIONS, WARRANTIES, BREACHES, OR NEGLIGENCE OF THESE SUPPLIERS, OR FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING THEREFROM. PINNACLE EXCURSIONS INC. HAS NO LIABILITY FOR, AND WILL MAKE NO REFUND IN THE EVENT OF, ANY DELAY, CANCELLATION, OVERBOOKING, STRIKE, FORCE MAJEURE OR OTHER CAUSES BEYOND ITS DIRECT CONTROL. PINNACLE EXCURSIONS INC. TAKES NO RESPONSIBILITY FOR ANY ADDITIONAL EXPENSE, OMISSIONS, DELAYS, RE-ROUTING OR ACTS OF ANY GOVERNMENT OR AUTHORITY. BY OFFERING FOR SALE TRAVEL TO PARTICULAR INTERNATIONAL DESTINATIONS, PINNACLE EXCURSIONS INC. DOES NOT REPRESENT OR WARRANT THAT SUCH TRAVEL IS WITHOUT RISK.

9. INDEMNIFICATION:

By using our website and services, users agree to indemnify and hold us harmless from any claims, damages, or losses arising from their use of our website and the services of third party suppliers, including but not limited to any violation of the terms and conditions, infringement of intellectual property rights, fraud, friendly fraud or any other wrongful conduct. Users agree to cooperate with us in the defense of any such claims, and we reserve the right to assume the exclusive defense and control of any matter subject to indemnification by users Pinnacle Excursions Inc. also hereby reserves the right to pursue legal action and punitive damages including but not limited to attorney's fees against anyone suspected of engaging in fraud,

including “friendly fraud” as defined by initiating a request for refund from Pinnacle Excursions Inc or one’s credit card company for services received without just and verifiable cause or following the protocol outlined in our Booking Terms document. .

10. TERMINATION AND SUSPENSION

We reserve the right to terminate or suspend a user's account and access to our services for any reason, including but not limited to a violation of the terms and conditions, fraudulent activity including “friendly fraud”, or any other wrongful conduct. Pinnacle Excursions Inc. also hereby reserves the right to pursue legal action and punitive damages including but not limited to attorney’s fees against anyone suspected of engaging in fraud, including “friendly fraud” as defined by initiating a request for refund from Pinnacle Excursions Inc or one’s credit card company for services received without just and verifiable cause or following the protocol outlined in our Booking Terms document.

We may also terminate or suspend a user's account and access to our services without notice in the event of an emergency or to comply with legal requirements.

Users may terminate their account and access to our services at any time by contacting us directly. Upon termination, users shall immediately cease all use of our website and services. All provisions of the terms and conditions that by their nature should survive termination shall survive, including but not limited to intellectual property rights, disclaimers, limitations of liability, and indemnification.

10. DISPUTE RESOLUTION

In the event of a dispute arising from the use of our website and services, we encourage users to first attempt to resolve the dispute amicably by contacting our customer support team. If a resolution cannot be reached, this section specifies the dispute resolution process that will apply. We prefer to resolve disputes through mediation or arbitration, which can be faster, less expensive, and less adversarial than traditional court proceedings. In the case of mediation, a neutral third party will help the parties reach a mutually satisfactory agreement. In the case of

arbitration, an arbitrator will make a binding decision based on the evidence and arguments presented by both parties. If mediation or arbitration is not successful, either party may pursue court proceedings in accordance with the governing law and jurisdiction specified in this agreement.

11. GOVERNING LAW AND JURISDICTION

This section specifies the governing law and jurisdiction that apply to the terms and conditions and any disputes related to the use of our website and services. Our company is incorporated in the state of Massachusetts, and therefore, any disputes will be governed by and interpreted in accordance with the laws of Massachusetts. Furthermore, any disputes arising from the use of our website and services will be subject to the exclusive jurisdiction of the state and federal courts located in Massachusetts. By using our website and services, users agree to submit to the personal jurisdiction of these courts for the purpose of litigating any such disputes.

12. ENTIRE AGREEMENT

This section confirms that the terms and conditions constitute the entire agreement between our company and the user regarding the use of our website and services. Any prior agreements, understandings, or representations, whether oral or written, are superseded by these terms and conditions. Users acknowledge that they have not relied on any statements or representations other than those expressly set forth in this agreement. If any provision of this agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

13. AMENDMENTS

We reserve the right to modify or update these terms and conditions at any time without prior notice. We encourage users to review the agreement regularly to keep themselves informed of any changes. By continuing to use our website and services, users agree to be bound by the modified terms and conditions.

In the event of any changes to the terms and conditions, we may provide notice through our website or via email. It is the responsibility of the user to regularly check the terms and

conditions for any updates or changes. By continuing to use our website and services after any modifications to the agreement, users agree to be bound by the updated terms and conditions.

We reserve the right to modify or discontinue any of our services, features, or functionalities without prior notice. We will not be liable to any user or third party for any modification, suspension, or discontinuance of our services.

14. NOTICES

We may communicate with users through email, website updates, or other forms of electronic communication. Users are responsible for providing accurate and up-to-date contact information, including email addresses, phone numbers, and mailing addresses. Users may contact us with any inquiries or notices at the following address:

Pinnacle Excursions Inc. Email: support@myperfectgreekvacation.com

15. SEVERABILITY

If any provision of these terms and conditions is found to be invalid, illegal, or unenforceable, the remaining provisions will continue to be valid and enforceable to the fullest extent permitted by law.

16. FORCE MAJEURE

You understand that certain circumstances are beyond our control, and we will not be held liable for any delay or failure in providing our services that is caused by circumstances beyond our control. Such circumstances may include, but are not limited to, natural disasters, strikes, labor disputes, government actions, civil unrest, and war. We will make every effort to resume our services as soon as possible in the event of any such delay or failure. We will not be held responsible for any losses or damages that may result from any delay or failure that is caused by a force majeure event.

17. NON-WAIVER

Any failure or delay on our part in exercising our rights or remedies under these terms and conditions does not waive our right to enforce those rights or remedies at any time in the future. Our failure to enforce any provision of these terms and conditions shall not be deemed a waiver of that provision or of our right to enforce that provision.

18. THIRD-PARTY LINKS

Our website may contain links to third-party websites that are not under our control. We are not responsible for the content, products, or services on those websites. We do not endorse or guarantee any information, products, or services on those websites, and we are not responsible for any losses or damages that may result from using those websites. Users should review the terms and conditions and privacy policies of any third-party websites before using them.

19. TRAVEL INSURANCE

We strongly recommend that users purchase travel insurance to protect themselves against unexpected events that may occur before or during their trip. We cannot be held liable for any damages or losses that are not covered by the travel insurance. Users are solely responsible for obtaining and maintaining adequate insurance coverage for their trip.

20. CODE OF CONDUCT:

We expect all users to behave in a respectful and responsible manner when using our website and services. Users must not engage in any behavior that is illegal, unethical, or harmful to others. We reserve the right to suspend or terminate the accounts of users who violate our code of conduct.

21. ACCESSIBILITY

We are committed to providing equal access to our services for users with disabilities. We have taken measures to ensure that our website is accessible to users with disabilities, including those with visual, hearing, and mobility impairments.

22. FEEDBACK AND REVIEWS

We encourage users to provide feedback and reviews of our services, and we value their opinions. However, we reserve the right to remove or edit any content that violates our rules and guidelines for providing feedback and reviews. Users are solely responsible for any content they post on our website, and they agree to indemnify and hold us harmless from any losses or damages that may result from their content.