



<http://www.winetourcroatia.com/>

**Refund policy:**

-Opcija tours provides full refunds for completed bookings only if the tour is cancelled by us. It's possible to change the tour date to any other in the same year the initial booking has been completed, or to transfer the voucher to another person under same conditions.

**Privacy policy:**

-We at Opcija tours have the utmost respect for our customers' privacy. In no way will we violate this philosophy. We will not release any information gathered about our customers. Any information that we gather from our customers will be compiled anonymously and used solely for our statistical purposes. The statistical information we gather from our customers will be used to help us enhance future experiences.

-Any privacy concerns should be directed to [management@opcijatours.hr](mailto:management@opcijatours.hr); we take all privacy concerns very seriously and will respond appropriately and quickly. Our customers have been our number one priority and will continue to be our first priority in the future.

**Terms and conditions:**

- By visiting our site and/ or purchasing something from us, you engage in our "Service" and agree to be bound by the following terms and conditions ("Terms of Service", "Terms"), including those additional terms and conditions and policies referenced herein and/or available by <http://www.winetourcroatia.com/>. These Terms of Service apply to all users of the site, including without

limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

- Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services.

- You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

- Our store is hosted on Braintreepayments.com. They provide us with the online e-commerce platform that allows us to sell our services to you.

#### **SECTION 1 - ONLINE STORE TERMS**

- By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site.

- You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

- You must not transmit any worms or viruses or any code of a destructive nature.

-A breach or violation of any of the Terms will result in an immediate termination of your Services.

#### **SECTION 2 - GENERAL CONDITIONS**

-We reserve the right to refuse service to anyone for any reason at any time.

- You understand that your content (not including credit card information), may be transferred unencrypted and involve (a)

transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

- You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.

- The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

### **SECTION 3 - ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION**

- This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

### **SECTION 4 – OUR SERVICES**

- We reserve the right, but are not obligated, to limit the sales of our Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis.

### **SECTION 5 - ACCURACY OF BILLING AND ACCOUNT INFORMATION**

- We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made.

- You agree to provide current, complete and accurate purchase and account information for all purchases made at our website.

You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

- For more detail, please review our Returns Policy.

#### SECTION 6 - THIRD-PARTY LINKS

- Certain content, products and services available via our Service may include materials from third-parties.

- Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

- We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites.

Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

#### SECTION 7 - PERSONAL INFORMATION

- Your submission of personal information through the store is governed by our Privacy Policy.

#### SECTION 8 - PROHIBITED USES

- In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false

or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

#### **SECTION 9 - DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY**

- You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement. In no case shall Opcija Tours, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do

not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

#### **SECTION 10 – INDEMNIFICATION**

- You agree to indemnify, defend and hold harmless Opcija tours and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

#### **SECTION 11 - ENTIRE AGREEMENT**

- These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

- Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

#### **SECTION 12 - CHANGES TO TERMS OF SERVICE**

- You can review the most current version of the Terms of Service at any time at this page.

- We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

#### **SECTION 20 - CONTACT INFORMATION**

- Questions about the Terms of Service should be sent to us at [management@opcijatours.hr](mailto:management@opcijatours.hr)

