



## GENERAL TERMS AND CONDITIONS

The following terms and conditions govern the supply of services and digital content between Y.O. s.r.l., with head office at Via Nomentana 164, 00162 Roma, VAT number/tax code (partita iva) 17654731003 (hereinafter, “Y.O.” or MUN-Malta) and the user (hereinafter, the “Contracting Party”), made through the Internet website mun-malta.com (hereinafter, the “Website”).

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

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

### Art. 1: Recitals

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

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

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

The Contract is entered into between Y.O. s.r.l. and the Contracting Party on their own behalf, as an adult MUNer, or as the person who has the power to authorise a MUNer who is a minor.

### Art. 2: Definitions

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

- a. Products: services and/or digital content, which may also form an integral part of the services, purchasable through the Website; examples of Products are a plane ticket, workshop, simulation, course, etc.
- b. Package: a mix of Products sold in a single block.
- c. Services: MUN simulations in Malta or overseas, in-person workshop, plane ticket, hotel, transfer shuttle, course, insurance, tutoring, MUN Platform, etc.
- d. Contract: the relationship started between the Contracting Party and MUN-Malta, which is governed by: these general terms and conditions, the Product or Package data sheet, the



Purchase Order, the privacy GDPR policy, the insurance policy, the standard information form and the Travel Plan Summary (where applicable)

- e. MUNer (he/she): the person who intends to use the Products offered by MUN-Malta on the Website; when the MUNer is under 18 years of age, the Contracting Party shall necessarily be a person who has legal guardianship of the MUNer (parent or guardian).
- f. Contracting Party: the Consumer or another person not classifiable as such, even when acting as the representative of an entity or a legal person, who, by entering into the Contract, commits themselves, or commits the entity, to bind by the terms and conditions of the Contract;
- g. Consumer: any natural person who acts for purposes unconnected with any business, commercial, craft or professional activity performed, pursuant to Italian Legislative Decree no. 206/2005, as subsequently amended and supplemented (the Consumer Code).
- h. Fee: the price of each Product or Package, which includes taxes and levies applicable, unless otherwise indicated.
- i. Purchase Order: the e-mail that confirms and summarises the purchase made.
- j. Travel Plan: indicates a set of services that are not supplied directly by MUN-Malta, but rather by a party specialised in the tourism sector (specialised organiser), whose services are used by MUN-Malta in the interest and on behalf of the Contracting Party; said set may comprise direct or connecting outward/return flights, private transfer from and to the airport, hotel accommodation and ancillary services.
- k. Force majeure: the occurrence of an event, or the applicability of a special or emergency regulation, that prevents, objectively and without attributability, a party from satisfying contractual obligations previously accepted, to the extent to which the impediment is unavoidable or beyond that party's control and/or intention. This includes, but is not limited to, events or the consequences of: fires, flooding and floods, earthquakes, wars, epidemics or pandemics, national state of emergency, etc.
- l. MUN Platform: an online service provided by MUN-Malta that consists of a portal, to which the MUNers can log in, through an account with ID and password, in order to manage their profile in relation to simulations, training, schedules, tasks, position papers, etc.

### **Art. 3: Parties to the Contract**

**3.1** If the MUNer is at least 18 years of age, he/she also becomes the Contracting Party and the obligations that are applied to one are also applied to the other, with complete correspondence between the position of Contracting Party and MUNer.

**3.2** If the MUNer is a minor, the Contract is entered into by their parent/guardian, as the Contracting Party. The parent/guardian accepts responsibility for fulfilment of the contractual obligations. Whenever commitments/obligations of the MUNer, or recommendations intended for him/her, are indicated in the Contract, it is expressly understood that the parent undertakes to ensure, and accepts responsibility for, the minor's compliance with them.



#### **Art. 4: Subject-matter of the Contract**

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

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

#### **Art. 5: Specific regulations applicable to individual types of Product or service**

##### **5.1 COURSES**

- 5.1.1** When a product is called a “course”, or a Package contains a course, the following regulations are also applied, in addition to the others.
- 5.1.2** The course consists of lessons divided into pre-recorded modules, all provided online on-demand, through the dedicated e-learning platform, which is accessed through a specific section of the MUN Platform portal (<https://www.mun-platform.com/home>).
- 5.1.3** The MUNer can only log in to the e-learning platform after: 1- registering on the MUN Platform (registration is free and included in the services); 2- MUN-Malta has communicated to the Contracting Party, via e-mail, the login data to the e-learning platform (personal ID and password).
- 5.1.4** The course comprises digital content. As such, it is therefore all repeatable and usable at the moment of first login. For this reason, the fee paid for the course will not be refunded if the Consumer withdraws.
- 5.1.5** The course is functional to preparation for the MUN simulations and allows in-depth study of the soft skills of: public speaking, negotiation, team working, research methods, time management, leadership, problem solving, writing techniques. The modules included on the course are:
- Model United Nations;
  - Soft Skills;
  - Research & Writing Methods: Position Paper;
  - International Law & Resolutions
  - Intro United Nations (UN); Historical Background of the UN;
  - International Relations & Geopolitics

NB: for reasons of teaching or updates, the names of the modules might change over the years and in the different editions of the course; they may also be replaced with similar modules or ones with a similar content. However, neither the purpose of the training (preparation for MUN simulations) or the quality will change.

##### **5.2 TUTORING**



- 5.2.1 The following regulations apply to the Tutoring service, in addition to the others.
- 5.2.2 The meetings with the tutor are virtual and held through the specific section of the MUN platform portal.
- 5.2.3 They are group meetings and are usually scheduled on a weekly basis, in the period prior to the simulation dates. The MUNer receives an invitation from MUN-Malta and can register for each meeting by filling out a form. The MUNer must confirm whether they intend to attend the meeting by no later than four hours prior to it. If they do not, the meeting is not guaranteed and MUN-Malta could cancel it if at least three people have not registered for it.

### 5.3 WORKSHOP

- 5.3.1 When a product is called a “workshop”, or a Package contains a workshop, the following regulations are also applied, in addition to the others.
- 5.3.2 The workshops are provided in person (on-site), exclusively in group sessions, in the locations and at the times indicated by MUN-Malta, based on the number of registrations received for the sessions in question.
- 5.3.3 A Contracting Party who has purchased a “Workshop” Product, or a Package that includes one, will receive the schedule of the planned sessions. This communication will be sent to the e-mail indicated during the purchasing phase, within a date reasonably ahead of time with respect to the first Workshop sessions available. The sessions will be performed, under the conditions indicated, in New York City.
  - If the number of 15 MUNers is not reached, the Workshop session will be held online.
- 5.3.4 NB. The schedules could be indicated provisionally, from year to year, on the web pages or on the data sheets of the Products and Packages. These details (including additional cities, if any) shall nonetheless be confirmed by MUN-Malta, via e-mail or through the MUN Platform. Before organising travel to the city where the Workshop is being held, the MUNer, or the Contracting Party, is required to request confirmation from MUN-Malta that the session will effectively be held.
- 5.3.5 After confirmation of the definitive timetable of the Workshops, the MUNer may choose the city that they prefer (if additional cities to New York City are envisaged).
- 5.3.6 If the MUNer is unable to attend due to a serious and justified health reason, MUN-Malta will indicate, insofar as possible, an alternative location at which to recover the missed Workshop. However, this recovery is not guaranteed.

MUN-Malta must be informed promptly of the reason for absence via e-mail and, in any case, no later than three days after it arises, simultaneously providing justification of the health reason (e.g., a doctor's certificate, an emergency room report, and similar, duly concealing, for reasons of privacy, the parts that describe the illness).
- 5.3.7 The MUNer shall, in all cases, independently arrange any travel to the Workshop location, paying all the costs thereof, which are therefore not included in the Fee.
- 5.3.8 Intervening reasons of Force Majeure and similar could delay or change the times and methods of use. These changes could result in the planned on-site teaching being performed online. These exceptions aside, the MUNer may not, under any circumstances, request access to the Workshops in methods other than the in-person group method.



**5.3.9** MUN-Malta undertakes to provide the Workshops exclusively in the specific places and in the methods, periods and at the times established in the definitive timetable (see above). The MUNer cannot request changes to or personalisation of the services.

#### **5.4 TRAINING CREDITS (courses, workshops, simulations)**

For each course, workshop and simulation, MUN-Malta issues an attendance certificate that confirms the effective hours of teaching attended.

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

The Contracting Party has the obligation of inquiring about the credits recognised at the institution where the MUNer is registered.

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

In any case, MUN-Malta does not guarantee if and how many credits are recognised by the institution at which the MUNer is enrolled.

#### **5.5 TRAVEL PLAN**

MUN-Malta must be informed of the particular needs of a MUNer with reduced mobility with due prior notice.

##### **5.5.1 Flights**

**5.5.1.1** When a Travel Plan is included in a Product or Package, the following regulations are also applied, in addition to the others.

**5.5.1.2** Outward/return flights may be direct or, at most, with one connecting flight. This may depend on circumstances beyond the control of MUN-Malta (such as the time needed to reach the minimum number of MUNers envisaged for the group in relation to each simulation, the degree of use by third parties of the leg of the journey in the period concerned, cancellation of flights, etc.)

The Contracting Party therefore cannot demand changes to the plane ticket assigned and accepts that the group flight of the MUNer could be either direct or with a connecting flight.

**5.5.1.3** The specialised organiser identified by MUN-Malta for this purpose (which may be a tour operator, for example) is responsible for purchasing the plane tickets for the MUNer groups formed from year to year by MUN-Malta, in relation to the registrations received and the planned simulations.

**5.5.1.4** With respect to the dates indicated for flights on the Website or in the Contract, a tolerance of one or two days is envisaged on the outward date, and thus also on the return date. External circumstances beyond the control of MUN-Malta, such as overbooked flights, strikes and other events, could result in changes. This tolerance is also in the interest of the MUNer, since it guarantees his/her safety or, in any case, the best travel experience, which must take place in a group with the other MUNers (in the event of insufficient seats being available for the group on the flight already planned, a new flight will be organised).

The Contracting Party accepts this tolerance.

##### **5.5.2 Hotel**



- 5.5.2.1** The hotels indicated on the Website (pages or data sheets of the Products or Packages), are usually advantageous accommodation for the MUNers, in relation to their participation in the simulations. They are, in fact, hotels that, in the absence of special agreements with the US organisers of the simulations, would have a considerably higher cost.
- 5.5.2.2** The hotels indicated are selected by said organisers and, as such, cannot be changed on request of either MUN-Malta or the Contracting Party.
- 5.5.2.3** If the planned hotel is changed, due to overbooking or for other similar reasons, the accommodation will be arranged in a different hotel that is equivalent in terms of the hotel category (not necessarily established by the number of stars), the location and rooms. This is a minor change and the Contracting Party is therefore not entitled to any refund or compensation.
- 5.5.2.4** The rooms planned for the MUNer groups are family rooms, each with two queen-size beds (according to the US definition – 150/160 cm \* 200 cm). The MUNer will stay in the rooms with the other MUNers in the group formed for the simulation. Any upgrades requested by the Contracting Party constitute an extra with respect to the Fee. In any case, upgrades are only possible for adult MUNers and university students.

## **5.6 CONFERENCE FEE**

This is the cost sustained by MUN-Malta to register the MUNer for the simulations held in the USA. This cost is included in the Product or in the Package purchased.

## **5.7 DISCLAIMER ON CERTAIN CRIMES**

Italian law punishes crimes relating to prostitution and child pornography with a custodial sentence, even when committed abroad.

## **Art. 6: Product and Package purchasing method and procedure**

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

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

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

## **6.3 PURCHASING PROCEDURE**

**6.3.1 PERSONAL DETAILS.** Once the chosen Product or Package has been selected, the user presses the “start” button to start the phase of entry of the personal details of the MUNer and/or the Contracting Party, in the form of answers to questions on a questionnaire (form). The questions marked with an \*asterisk are mandatory and it is not possible to continue the procedure if they are not answered. The mandatory data is: first name, surname, mobile telephone number, e-mail, school or university attended, residence, tax code, place and date of birth, choice of the week in which to



attend the simulation (where applicable). The system also requests uploading of a copy of the user's identity document.

In the case of a MUNer who attends high school, the system requests the personal details of an adult parent, who will be classified as the Contracting Party, and also uploading of that person's identity document. An adult user is the Contracting Party in all cases in which the Product or Package is not reserved to high schools.

**6.3.2 ACCEPTANCE OF THE GENERAL TERMS AND CONDITIONS and the INFORMATION DOCUMENTS:** after entering the personal details and documents, it is mandatory to read and accept the general terms and conditions and the privacy policy, the standard information form and the Travel Plan Summary, by clicking on the relative button.

### **6.3.3 PAYMENT**

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

**6.3.3.1 (by credit card)** Follow the link to the dedicated page for payment with a credit card. Entry of the card data and payment are made through the specialised “Stripe” service, which guarantees the highest standard of security. Anyone who possesses a discount code can enter it.

Click on “subscribe/pay” to make the purchase and the payment.

The moment of entry into the Contract coincides with the moment of clicking on “subscribe/pay”, regardless of the timing chosen for payment by card (in full or in instalments).

[Return to the registration screen](#) on which the payment link is displayed and click on “accept and conclude” to confirm the data entered and acceptance of the documentation forming the Contract.

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

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

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

**6.3.5 ARCHIVING AND ACCESS:** Each Contract/Purchase Order is archived by Y.O. s.r.l and the Contracting Party, in order to obtain a copy of it, may submit a request for access, sending this request (without any particular formalities) to the e-mail address [info@mun-malta.com](mailto:info@mun-malta.com).

## **Art. 7: Fee, payment, methods**



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

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

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

#### **Art. 8: Finalisation of and entry into the Contract**

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

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

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

**8.4** In all cases in which the user is not a Consumer, the Contract is intended as entered into at the head office of MUN-Malta.

#### **Art. 9: Contract validity period and minimum obligations of the Contracting Party**

**9.1** Other than in cases in which the Product consists of digital content (Course) provided entirely and immediately to the Contracting Party after logging in to the dedicated e-learning platform, the validity period of the Contract is equal to the period between entry into it and the last day of use of the activities included in the Product or in the Package (e.g.: if the product, in addition to the simulation in the USA, also includes the return journey to Malta, the last day is the day of arrival at the airport in Malta).





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

## **Art. 10: Commitment of the MUNer and regulations**

**10.1** The MUNer undertakes to:

- a. strictly follow the procedures indicated for the correct use and performance of all the services included in the Products and in the Packages, and also of the capital goods and premises made available for all the in-person activities;
- b. behave in a civilised and polite manner that is suited to the context during all the planned activities;
- c. behave respectfully towards the staff and collaborators of MUN-Malta, following their instructions during the Travel Plan and the simulations, and also towards their MUNer colleagues and any other person involved and present during all the activities;
- d. not to disclose the login password to the IT tools used for the activities to third parties;
- e. if the MUNer is also the Contracting Party, comply with all the obligations of the Contract;
- f. diligently comply with the schedules and timetables envisaged on the data sheet of the Product or Package purchased, and with the further instructions provided by MUN-Malta on the correct methods of use.
- g. not to consume, or have others consume, alcohol or psychotropic drugs of any type or kind, particularly during every Travel Plan and every MUN simulation

**10.2** The MUNer's non-compliance with the obligations described here above constitutes a serious breach of contract and is a cause of termination and immediate exclusion from the planned activities.

## **Art. 11: Commitment of MUN-Malta**

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



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

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

**11.4** MUN-Malta or the specialised organiser are required to provide assistance if the MUNer encounters problems, providing, in particular, appropriate information on healthcare services, the local authorities and consular assistance.

**11.5** The Contracting Party or the MUNer are required immediately to inform the specialised organiser, also through MUN-Malta, and within 48 hours in all cases, of any nonconformities of the services encountered during performance of the Travel Plan. The nonconformity is rectified, unless this is impossible or excessively onerous, considering the extent of the problem in relation to the value of the services affected by it.

## **Art. 12: Unilateral withdrawal, Consumer's right of withdrawal, exclusions**

**12.1** In the cases indicated in this article, the Consumer may withdraw from the Contract and forgo the Product or Package purchased, by sending the Withdrawal Form (received together with the Purchase Order), duly filled out in all parts, or any other specific declaration of the decision to withdraw from the Contract, via registered letter with acknowledgement of receipt to “Y.O. s.r.l., Via Nomentana 164 - 00162 Rome”. The right of withdrawal is considered to be exercised by sending of the registered letter by the Consumer.

**12.2** (*right of reconsideration*) The Consumer has the right to reconsider and to withdraw within a period of 14 days from entry into the Contract, without penalties and without providing justification of any kind.

**12.3** (*withdrawal after the fourteenth day*) The Consumer has the right to withdraw from the Contract at any time, even after the fourteenth day. However, they will lose the sum of € 500.00 or the sum corresponding with the first instalment on the Product or Package, if lower. This also applies in the case of payment in a single instalment/payment in full immediately.

**12.4** (*late withdrawals*) In cases in which the Product is a flight or includes a Travel Plan, the Consumer will also lose, in addition to the sum indicated in the previous paragraph, the following sums by way of compensation of MUN-Malta for the further delayed withdrawals:

- none in the case of withdrawal up to 60 days prior to the date of departure of the outward flight;
- € 300 in the case of withdrawal between 60 and 30 days prior to the date of departure of the outward flight;



- € 500 between 30 and 10 days prior to the date of departure of the outward flight;
- € 750 between 10 and 5 days prior to the date of departure of the outward flight;
- € 1,000 within less than 5 days prior to the date of departure of the outward flight.

Each withdrawal can be communicated using the methods indicated in article 11.1 above.

**12.5** The unilateral withdrawal referred to in points 12.1 to 12.4 is normally an unjustified withdrawal.

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

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

**12.8** (*withdrawal of MUN-Malta justified by failure to reach the minimum number of participants*) When the number of people registered for a Package is lower than the minimum established for the MUNer group participating in the corresponding Travel Plan, namely 25 people, MUN-Malta has the right to withdraw and notifies cancellation at least 20 days prior to the departure date of the outward journey. In that case, the Contracting Party has the right to a refund of the corresponding value of the Travel Plan, minus the expenses associated with withdrawal, but does not have the right to receive additional compensation.

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

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

**12.10** (*partial limitation of the refund*) In the event that, during the period in which the Consumer can exercise the right of withdrawal, the Consumer or the MUNer has already used part of the



Product, the refund will not be made in full and the value corresponding with the part actually used will be deducted.

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

- the Product has been provided in full within the withdrawal period (e.g., the Consumer registers for and participates in a Workshop that starts and ends within 14 days);
- the Product consists of a Course, or digital content, and, as such, is provided to the Consumer within the withdrawal period (e.g., at the moment of first login through the account to the e-learning platform on which the on-demand Course is available).

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

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

### **Art. 13: Abandonment of (withdrawal from) the Travel Plan for just cause**

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

**13.1.1** Abandonment for just cause may only take place in the case of:

- serious health reasons of the MUNer, certified by their own or another doctor;
- the other reasons described in the “journey cancellation” part on the Guarantee Sheet.

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

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

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

**13.3** If the withdrawal is justified and considered by the insurance company to be demonstrated, the Contracting Party will obtain a refund of the cancellation penalties of the Travel Plan, minus the



conference fee expenses and the expenses associated with withdrawal (such as insurance deductibles, procedure management expenses).

**13.4** MUN-Malta reserves the right to change the insurance company, or the insurance policies, before the Travel Plan starts, if this results in more favourable conditions for the Contracting Party and/or for the MUNer.

#### **Art. 14: Price review - Other minor changes**

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

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

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

#### **Art. 15: Intellectual property rights**

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

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

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

#### **Art 16: Complaints and assistance**

**16.1** Any complaints must be addressed the e-mail address [info@mun-malta.com](mailto:info@mun-malta.com).



## **Art. 17: Changes**

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

**17.2** MUN-Malta reserves the right unilaterally to change these general terms and conditions for justified reasons, which may be linked to purposes of general improvement of the Website and the services. In that case, MUN-Malta will notify the Contracting Party of the changes via the e-mail indicated, describing and justifying them. Without prejudice to what is envisaged in article 14, where the changes result in a price increase, the Contracting Party will have the right to withdraw from the Contract within 10 days from communication, with a refund of any sum already paid, and not used, for the Product or the Package, or parts thereof.

## **Art. 18: Suspension of the service and express termination clause**

**18.1** MUN-Malta reserves the right immediately to suspend use of any service, and also to disconnect the MUNer's account on the MUN Platform or on the e-learning platform (provisionally or definitively), without recognition of any refund or compensation, with subsequent cancellation of the account as a consequence, if the Contracting Party or the MUNer fail to satisfy the obligations accepted or breach any laws. Late payment of the instalments due is also considered to be non-compliance.

**18.1.1** MUN-Malta will send a communication to demand compliance or cessation of the harmful conduct within two days.

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

**18.2** In the case of non-compliance attributable to MUN-Malta, the Contracting Party may request termination, with the right to refunding of the sums paid, with a proportionate reduction for any services used up until that time.

**18.3** MUN-Malta may also proceed in accordance with and in the manners indicated in the previous paragraphs if the MUNer behaves in a manner that is unacceptable from a disciplinary viewpoint or that is contrary to the spirit of the MUN simulations, when such behaviour could cause disturbance



or discomfort to the group of participants or to the other parties involved, at any time during the Travel Plan and during presence in the group.

#### **Art. 19: Hold harmless clause**

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

**19.2** The Contracting Party, for themselves or for the minor MUNer, agrees and acknowledges that MUN-Malta is exempt from any liability resulting from damage to people and/or property, caused by their own or the MUNer's conduct during, or in relation to, use of the Products, particularly during the Travel Plan activities.

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

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

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

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

**19.6** MUN-Malta is not liable for any booking errors attributable to the Contracting Party (e.g.: entry of incorrect personal details of the MUNer or the traveller, and similar) or due to unavoidable and extraordinary circumstances.

#### **Art. 20: Residence or physical and digital domicile of the Contracting Party**

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



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

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

#### **Art. 21: Force majeure**

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

In these cases, MUN-Malta undertakes, where possible and reasonable, to allow the Contracting Party or the MUNer to use the Product or the Package with different methods or times (such as rescheduling of workshops, courses, simulations).

#### **Art. 22: Applicable law and court of competent jurisdiction**

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

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

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

#### **Art. 23: Miscellaneous, final provisions.**

**23.1** Without prejudice to the provisions of article 13, derogations from or changes to the Contract are only permitted if they are in the form of a written agreement.





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

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

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

**23.4.1** Without prejudice to the previous exception and unless otherwise agreed in writing with MUN-Malta, the Contract is not transferable to third parties, nor are the rights contained therein.

**23.5** By accepting the Contract, the Contracting Party specifically and expressly approves, pursuant to and in accordance with Articles 1341 and 1342 of the Italian Civil Code, the following articles of the general terms and conditions: 12; 13; 14; 17; 18; 19; 20; 22.1; 22.2; 22.3; 23.4; 23.4.1.