

TERMS AND CONDITIONS

Welcome to Fancyellow Travel Services!

These are the terms and conditions for:

- <https://www.fancyalgeria.com>

By using the website and services, you agree to be bound by these terms and conditions and our privacy policy. In these terms and conditions, the words "website" refers to the Fancyellow website, "we", "us", "our" and "Fancyellow" refers to Fancyellow Travel Services and "you" "customer" and "user" refers to you, the Fancyellow user or customer.

The following terms and conditions apply to the website and services offered by Fancyellow. This includes any version of Fancyellow accessible via desktop, mobile, tablet, social media or other devices.

READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING OR OBTAINING ANY INFORMATION OR SERVICE FROM FANCYELLOW.

1. ACCEPTANCE OF TERMS

This agreement sets forth legally binding terms for your use of Fancyellow. By using the website and services, you agree to be bound by this agreement. If you do not agree to the terms of this agreement, you must not use the website and services. We may modify this agreement from time to time, and such modification shall be effective upon posting on the website. You agree to be bound by any modifications to these terms and conditions when you use the website and the services offered on the website after such modification is posted on the website; therefore, it is important that you review this agreement regularly.

Use of the website and services is not intended for children under the age of 13. In the case of children under the age of 18 and over the age of 13, it is the responsibility of the parent or legal guardian to determine whether use of the website and our services is appropriate for their child or ward.

Fancyellow may, in its sole discretion, refuse to offer the services to any user and change its eligibility criteria at any time. This provision is void where prohibited by law and the right to access the service and the website is revoked in such jurisdictions.

The website and services may only be used in compliance with these terms and all applicable local, national and international laws, rules and regulations.

By using the website and services, you represent and warrant that you have the full right, power and authority to enter into this agreement and to fully perform all of your obligations hereunder. You further represent and warrant that you are under no legal disability or contractual restriction that prevents you from entering into this agreement.

2. NOTIFICATIONS AND NEWSLETTER

By providing Fancyellow with your e-mail address, you agree that we may use your e-mail address to send you important notifications and communications about our services, news and special content. If you do not wish to receive these e-mails, you may opt-out of receiving them by sending us your request through our contact information or by using the "unsubscribe" option in the e-mails themselves. This option may prevent you from receiving emails about our services, important news and special content.

3. PURCHASE AND BOOK TRAVEL SERVICES

At Fancyellow, we are committed to providing a wide range of high quality travel services to ensure an unforgettable experience for our customers. Our services include all-inclusive packages, customized and group tours, transfers, meals, flights, hotel reservations, transportation, among others.

To make a reservation, the customer must complete the booking process through our contact information. The confirmation of the reservation will be sent to the customer once the payment has been processed and Fancyellow has verified the availability of the requested service.

Fancyellow accepts two methods of payment for booking travel services: cash on arrival and bank transfer. Bank transfer details will be provided during the booking process.

Customers are responsible for providing accurate and complete information during the booking process, and for complying with local regulations, including, but not limited to, visa requirements, travel insurance, and health regulations.

Fancyellow strongly recommends that customers purchase adequate travel insurance to cover possible unforeseen events during the trip, including cancellations, medical emergencies, and lost luggage.

Fancyellow acts as an intermediary between customers and travel service providers. Therefore, we are not responsible for the performance of services offered by such suppliers, including hotels, airlines, and tour operators.

Fancyellow reserves the right to make changes to the services offered, including prices, descriptions and availability, at any time without notice.

4. INTERMEDIARY STATUS

Fancyellow acts exclusively as an intermediary between the customer and the travel service providers. This implies that we are not the direct providers of the travel services and have no direct control over them.

When you book a travel service, your booking is subject to the terms and conditions of the relevant provider (e.g., the terms and conditions of the airline or hotel). It is important that you read them, as they constitute a separate legal agreement between you and the relevant provider.

5. INFORMATION ON THE SERVICES

All information regarding travel services, including prices, availability, specifications, photographs, and the like, is provided by the travel service providers. Fancyellow strives to maintain the accuracy of this information, but cannot guarantee that it is free from errors, changes or updates by the providers.

6. AVAILABILITY OF BOOKINGS

All reservations for travel services are subject to availability at the time of booking. We endeavor to ensure that our website is kept up to date, but we do not guarantee that any of the travel services linked on our website will remain available at the time of booking. During the booking process the availability of the chosen travel service will be checked instantly and you will be advised, prior to the final payment process, that each travel service is available. In the event that a travel service is not available, you may select an alternative travel service, prior to finalizing the booking through payment. If, for any reason, the linked travel service you have booked with one of the providers on our website is not available, after completing the payment process, we will assist you in finding an alternative.

7. BOOKING CONFIRMATION

Once the customer makes a reservation, Fancyellow will send a confirmation on behalf of the service provider. This confirmation is proof that the provider has accepted the customer's booking. The customer undertakes to check the data contained in the booking confirmation and to contact us immediately if any of the data is incorrect.

You confirm that all the details you have provided when making your booking (such as name of travelers, identification details, contact details, payment details and dates) are accurate and complete. If you notify us of any incorrect details provided by you in error, we will assist you in attempting to change the booking details, although we cannot guarantee that the provider will allow this. In particular, a change of identity by airlines is generally not accepted at all.

The customer is responsible for checking and confirming the dates and details in each email or communication received from Fancyellow related to the trip.

8. COMPLAINTS

Any claim related to a travel service booked through Fancyellow must be addressed directly to the service provider. However, Fancyellow undertakes to make reasonable efforts to facilitate communication between the customer and the provider in case of disputes.

9. TRAVEL REQUIREMENTS

You are solely responsible for ensuring that you have all necessary travel documents, including but not limited to passports, visas, permits, driver's licenses, vaccination certificates and any other health or immigration requirements of the destination to which you are going. In the case of group travel, each individual traveler is responsible for having all necessary travel documents for such group travel.

While Fancyellow may provide advice and information on general requirements for travel to certain destinations, this information is subject to change and we do not guarantee its accuracy or timeliness. The information provided is general in nature and should not be considered complete or definitive advice.

Travel requirements, such as visas and immigration regulations, may change without notice. It is the customer's responsibility to verify the latest information with the relevant embassies, consulates or immigration authorities.

The customer is solely responsible for any consequences resulting from non-compliance or lack of necessary documentation or requirements, including, but not limited to, denial of entry, fines, deportation or any other additional expenses. The customer is solely responsible for ensuring that required travel documents such as passports, visas and driver's licenses are current and not expired.

10. LIMITATION OF LIABILITY

Fancyellow acts as an intermediary between the customer and travel service providers. Therefore, we are not directly responsible for the performance or quality of services provided by third parties, such as hotels, airlines and tour operators.

Fancyellow shall not be liable for any damage, loss, injury, accident, delay or inconvenience that may occur during the use of any travel services booked through our services and provided by third parties.

While Fancyellow strives to ensure that all information presented on the website is accurate and current, we do not warrant that descriptions of services, prices, availability and any other content on the website are accurate, complete or error-free.

Fancyellow shall not be liable for any failure or delay in the performance of any of our obligations under these terms and conditions that is caused by events beyond our reasonable control, including but not limited to natural disasters, acts of terrorism, war, labor disputes, or transportation disruptions.

It is the customer's responsibility to inform themselves of travel advice provided by competent authorities, and to comply with all legal requirements for their travel, such as visas, vaccinations and insurance. Fancyellow will not be responsible for any problems arising from the customer's failure to comply with these obligations.

11. COPYRIGHT

All materials on Fancyellow, including, without limitation, names, logos, trademarks, images, text, columns, graphics, videos, photographs, illustrations, software and other elements are protected by copyrights, trademarks and/or other intellectual property rights owned and controlled by Fancyellow or by third parties that have licensed or otherwise provided their material to the website. You acknowledge and agree that all materials on Fancyellow are made available for limited, non-commercial, personal use only. Except as specifically provided herein. No material may be copied, reproduced, republished, sold, downloaded, posted, transmitted, or distributed in any way, or otherwise used for any purpose, by any person or entity, without Fancyellow prior express written permission. You may not add, delete, distort, or otherwise modify the material. Any unauthorized attempt to modify any material, to defeat or circumvent any security features, or to utilize Fancyellow or any part of the material for any purpose other than its intended purposes is strictly prohibited.

12. COPYRIGHT INFRINGEMENT

Fancyellow will respond to all inquiries, complaints and claims regarding alleged infringement or violation of provisions contained in Algerian and international copyright laws and regulations. Fancyellow respects the intellectual property of others and expects users to do the same. If you believe, in good faith, that any material provided on the Fancyellow website infringes your copyright or other intellectual property rights, please submit your request through our contact information, with the following information:

- Identification of the intellectual property right that is allegedly infringed. All relevant registration numbers or a statement regarding ownership of the work should be included.
- A statement that specifically identifies the location of the infringing material, in sufficient detail so that Fancyellow can find it on the website.
- Your name, address, telephone number and email address.
- A statement by you that you have a good faith belief that the use of the allegedly infringing material is not authorized by the copyright owner, or its agents, or by law.
- A statement by you, made under penalty of perjury, that the information in your notification is accurate, and that you are the copyright owner or authorized to act on its behalf.
- An electronic or physical signature of the copyright owner or of the person authorized to act on the copyright owner's behalf.

13. PERSONAL DATA

Any personal information you submit in connection with the services and use of the website will be used in accordance with our privacy policy. By using the services, you agree that we may collect and store your personal information. Please see our privacy policy.

14. PROHIBITED ACTIVITIES

The content and information available on the website (including, but not limited to, data, information, text, music, sound, photos, graphics, video, maps, icons or other material), as well as the infrastructure used to provide such Content and information, is proprietary to Fancyellow or licensed to the Fancyellow by third parties. For all content other than your content, you agree not to otherwise modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell or re-sell any information, software or services obtained from or through the website. In addition, the following activities are prohibited:

- Access, monitor, reproduce, distribute, transmit, broadcast, display, sell, license, copy or otherwise exploit any content of the services, including but not limited to, using any robot, spider, scraper or other automated means or any manual process for any purpose not in accordance with this agreement or without our express written permission.
- Violate the restrictions in any robot exclusion headers on the services or bypass or circumvent other measures employed to prevent or limit access to the services.
- Take any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our infrastructure.
- Deep-link to any portion of the services for any purpose without our express written permission.
- "Frame", "mirror" or otherwise incorporate any part of the website into any other websites or service without our prior written authorization.
- Attempt to modify, translate, adapt, edit, decompile, disassemble, or reverse engineer any software programs used by Fancyellow in connection with the services.
- Circumvent, disable or otherwise interfere with security-related features of the website or features that prevent or restrict use or copying of any content.
- Download any content unless it's expressly made available for download by Fancyellow.

15. DISCLAIMER OF WARRANTIES

Because of the nature of the Internet Fancyellow provides and maintains the website on an "as is", "as available" basis and makes no promise that use of the website will be uninterrupted or entirely error free. We are not responsible to you if we are unable to provide our Internet services for any reason beyond our control.

Our website may from time to time contain links to other websites which are not under the control of and are not maintained by us. These links are provided for your convenience only and we are not responsible for the content of those sites.

Except as provided above we can give no other warranties, conditions or other terms, express or implied, statutory or otherwise and all such terms are hereby excluded to the maximum extent permitted by law.

You will be responsible for any breach of these terms by you and if you use the website in breach of these terms you will be liable to and will reimburse Fancyellow for any loss or damage caused as a result.

Fancyellow shall not be liable in any amount for any failure to perform any obligation under this agreement if such failure is caused by the occurrence of any unforeseen event beyond its reasonable control, including, without limitation, Internet outages, communications outages, fire, flood, war or any uncontrollable act of nature.

These terms do not affect your statutory rights as a consumer which are available to you.

Subject as aforesaid, to the maximum extent permitted by law, Fancyellow excludes liability for any loss or damage of any kind howsoever arising, including without limitation any direct, indirect or consequential loss whether or not such arises out of any problem you notify to Fancyellow and Fancyellow shall have no liability to pay any money by way of compensation, including without limitation all liability in relation to:

- Any incorrect or inaccurate information on the website.
- The infringement by any person of any Intellectual Property Rights of any third party caused by their use of the website or service purchased through the website.
- Any loss or damage resulting from your use or the inability to use the website or resulting from unauthorized access to, or alteration of your transmissions or data in circumstances which are beyond our control.
- Any loss of profit, wasted expenditure, corruption or destruction of data or any other loss which does not directly result from something we have done wrong.
- Any amount or kind of loss or damage due to viruses or other malicious software that may infect a user's computer equipment, software, data or other property caused by persons accessing or using content from the website or from transmissions via emails or attachments received from Fancyellow.
- All representations, warranties, conditions and other terms which but for this notice would have effect.

16. ELECTRONIC COMMUNICATIONS

Fancyellow will accept no liability for failed, partial or garbled computer transmissions, for any breakdown, failure, connection, availability of computer, telephone, cable, network, electronic or Internet hardware or software, for the acts or omissions of any user or third party, for the accessibility or availability of the Internet or for traffic congestion or unauthorized human action, including errors or mistakes.

17. INDEMNIFICATION

User agrees to indemnify and hold harmless Fancyellow, its officers, employees and agents, from and against any claims, demands, damages, obligations, losses, liabilities, costs or debt, and expenses (including attorneys' fees) arising out of: (i) your use of and access to the website; (ii) your violation of any provision of this agreement; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right, as a result of your use of the website or in connection with your procurement of any services through Fancyellow; (iv) your violation of any other rights of any third party, including without limitation any copyright, property, or privacy right, as a result of your use of the website or in connection with your procurement of any services through Fancyellow.

18. CHANGES AND TERMINATION

We may modify the website and these terms at any time, at our sole discretion and without notice. You are responsible for keeping yourself informed of these terms. Your continued use of the website constitutes your acceptance of any changes to these terms and any changes will supersede all previous versions of the terms. Unless otherwise specified, all changes to these terms apply to all users and customers. In addition, we may terminate our agreement with you under these terms at any time by notifying you in writing (including by email) or without notice.

19. NO PARTNERSHIP

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Fancyellow as a result of these terms or your use of the services.

20. INTEGRATION CLAUSE

This agreement together with the privacy policy and any other legal notices published by Fancyellow, shall constitute the entire agreement between you and Fancyellow concerning and governs your use of the website and the services.

21. DISPUTES

The user agrees that any dispute, claim or controversy arising out of or relating to these terms and conditions, or the breach, termination, enforcement, interpretation or validity thereof or the use of the services, shall be resolved by binding arbitration between the user and Fancyellow, provided that each party retains the right to bring an individual action in a court of competent jurisdiction.

In the event of a dispute arising in connection with the use of the services or the breach of these conditions, the parties agree to submit their dispute to arbitration resolution before a reputable arbitration organization as mutually agreed by the parties and in accordance with applicable commercial arbitration rules.

To the fullest extent permitted by law, you agree that you will not file, join or participate in any class action lawsuit in connection with any claim, dispute or controversy that may arise in connection with your use of the website and services.

The courts of Algeria shall have jurisdiction over any dispute, controversy or claim relating to Fancyellow and its business operations. Any such dispute or controversy shall be brought and resolved in the courts of Algeria.

22. FINAL PROVISIONS

These conditions are governed by Algerian law. Use of the website and services are not authorized in any jurisdiction that does not give effect to all of the provisions of these terms.

Our performance of these terms is subject to existing laws and legal process, and nothing contained in these terms limits our right to comply with law enforcement or other governmental or legal requests or requirements relating to your use of our website or information provided to or gathered by us with respect to such use.

If any part of these terms is found to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired. Our failure or delay in enforcing any provision of these terms at any time does not waive our right to enforce the same or any other provision(s) hereof in the future.

Any rights not expressly granted herein are reserved.

23. CONTACT INFORMATION

If you have questions or concerns about these terms, please contact us through our contact forms or by using the contact information below:

Fancyellow Travel Services.

Email: reservation@fancyellow.com