

### General Terms and Conditions for Miami Travel Dream

#### 1. General

Miami Travel Dream offers digital travel consulting and planning services tailored to the individual needs and preferences of clients. These Terms and Conditions govern the business relationship between Miami Travel Dream, owned by Viola-Rosa Mieres, and its clients.

### 2. Scope of Services

The services include:

- General Travel Consulting: Digital consultations on general travel topics related to the USA and Miami. The consultations take place online via Zoom and typically last between 15 and 60 minutes. The price is €50 for up to 1 hour and €80 for up to 2 hours (starting from 61 minutes).
- Creation of Individual Travel Plans: Personalized travel plans for activities in Miami and the surrounding areas are created based on the client's preferences. The initial planning discussion takes place online via Zoom and lasts approximately 45 minutes. A questionnaire is used to gather key details about the stay, including travel dates, duration, accommodation location, relationship between travelers, age of children (if applicable), as well as individual preferences and interests.
- Thematic Travel Guides: Pre-made PDF guides on specific topics, such as Ladies' Nights, activities with children, and sustainable experiences.
- Pre-made Thematic Packages: Pre-planned multi-day activity itineraries in PDF format.

## **Optional Additional Services:**

- Support & Booking Assistance: Assistance with spontaneous questions and concerns during the trip, as well as issues/uncertainties regarding bookings made through provided direct links. Booking assistance is conducted together with the clients via chat, video call, or phone. During the support service, I am available via chat or email and respond within 24 hours, depending on the preferred contact method.
- Travel Planning for Special Occasions: Specialized digital planning and close collaboration for occasions such as birthdays, anniversaries, bachelorette parties, honeymoons, etc.

## **Service and Expense Notes:**

- Tickets, passes, permits, meals, drinks, and other expenses are not included in the service unless otherwise stated.
- Thematic travel guides, personalized travel plans, and thematic packages include detailed daily schedules and activity recommendations. To minimize effort for clients, personal recommendations and direct links to providers (e.g., for ticket bookings) are provided, allowing for easy self-booking.

## **Service Limitations:**

- Miami Travel Dream is not a travel agency, tour operator, or tour guide.
- Flights, accommodations, and rental cars are neither arranged nor booked. Instead, Miami Travel Dream provides personal recommendations upon request, such as special places or activities, general information, affiliate links, or direct links to recommended providers and facilitates direct contact with desired cooperation partners.

### 3. Contract Formation

A contract is concluded through:

- The client's confirmation of the offer (consultation or travel planning) and receipt of payment.
- Direct booking via the website (for digital products such as thematic travel guides and thematic packages).

# 4. Prices and Payment

- All prices are final prices according to § 19 UStG (small business regulation).
- The costs for services are based on the current price list available on the website.
- Payment for general travel consulting is due after the service is provided and must be made within 7 days of receiving the invoice via bank transfer or PayPal.
- Payment for other services must be made before the service is provided via bank transfer or PayPal.
- Additional fees may apply for PayPal payments, which will be transparently displayed during the ordering process.
- Payments not made in euros (e.g., when using international payment providers) may incur additional fees or exchange rate differences. These are charged by the payment provider and are beyond the control of Miami Travel Dream.

### 5. Cancellations and Withdrawal

- For individually customized services (e.g., general travel consulting, personalized travel planning), there is no right of withdrawal under § 312g Abs. 2 Nr. 1 BGB.
- For digital content (e.g., pre-made travel guides or thematic packages) that is made available immediately after purchase, there is no right of withdrawal under § 312g Abs. 2 Nr. 9 BGB if the client agrees that execution begins before the withdrawal period expires and waives their right of withdrawal.
- Cancellation policy for consulting and planning sessions: If an appointment is canceled less than 24 hours before the scheduled time, a fee of €25 will be charged. This also applies to initial planning consultations.

### 6. Testimonials and Reviews

- Testimonials and photos may be published on the Miami Travel Dream website and social media channels with the client's consent.
- Google reviews may be displayed on the website.

## 7. Data Protection

The privacy policy, which is available on the website, applies.

## 8. Liability

- Miami Travel Dream is not liable for the services of third parties, including recommended or referred providers and cooperation partners.
- The respective providers are responsible for the quality and execution of third-party services.

## 9. Data Retention

- Invoice data is retained for 10 years (§ 147 AO, § 257 HGB).
- Data from travel planning or consulting is deleted 6 months after service completion unless legal retention obligations apply.

### 10. Final Provisions

- German law exclusively applies. Any disputes arising from the business relationship between the parties shall be settled in the competent court in Berlin.
- Should any provision of these Terms and Conditions be invalid, the remaining provisions shall remain unaffected.

These General Terms and Conditions are effective as of February 1, 2025, and may be updated. The latest version is available at <a href="https://www.miamitraveldream.com/">https://www.miamitraveldream.com/</a>.