

These Terms and Conditions, referred to herewith as the 'Agreement', in their entirety form the contract between the Supplier and LocalExperiences.Tours. In order to use this platform the Supplier accepts this Agreement in full.

Local Experiences Ltd (LocalExperiences.Tours) is a company incorporated in the United Kingdom with its registered office at 20-22 Wenlock Road, London, England, N1 7GU

Through the website WWW.LOCALEXPERIENCES.TOURS and other affiliate and partner websites and apps, LocalExperiences.Tours provides a booking platform (the Platform) which allows Suppliers of tours, activities and tickets to offer such tourism services (Services/Products) to end customers (Customer(s)) and to engage in direct contracts with Customers for said Services/Products. Customers also include commercial agents who may access the Platform to book Services/Products. Any reference in this Agreement to 'Products' and/or 'Services' includes all Services, Products and anything else offered for booking on the Platform as the terms may be used interchangeably.

Via the Platform the Supplier offers and sells their Products directly to Customers with LocalExperiences.Tours and other affiliate and partner websites and apps acting as a commercial agent only. LocalExperiences.Tours and other affiliate and partner websites shall facilitate the booking between the Customer and Supplier but shall in no way be deemed a party to the booking agreement between the Supplier and Customer.

This contract governs the relationship between LocalExperiences.Tours and the Supplier only. It does not govern the relationship between LocalExperiences.Tours and the Customer or the Supplier and Customer. The relationship between LocalExperiences.Tours and the Customer is governed by the Terms and Conditions of Use of the LocalExperiences.Tours website.

DUTIES AND RESPONSIBILITIES

LocalExperiences.Tours:

LocalExperiences.Tours is responsible for the development and maintenance of their distribution channels to allow customers to book Products offered by the Supplier;

The Supplier authorises LocalExperiences.Tours to conclude contracts between the Supplier and Customer on the Supplier's behalf and to collect payment from the Customer on behalf of the Supplier for Products purchased;

LocalExperiences.Tours is responsible for the collection of payment from the Customer for Products booked and the Supplier authorises LocalExperiences.Tours to process any and all data necessary through its Payment Service Provider in order to transfer funds to the Supplier or as otherwise required for the operation of the Platform.

LocalExperiences.Tours has the sole discretion whether to list and/or remove any Service/Product for sale its Platform.

The Supplier:

The Supplier is responsible for providing the Products and all related content, including but not limited to, the Product description text, photos and videos, to LocalExperiences.Tours in accordance with the requirements of LocalExperiences.Tours for the uploading of Products to the Platform;

In order to successfully upload Products to the Platform the Supplier must follow the operation procedures implemented by LocalExperiences.Tours which enable Suppliers to independently upload Products to the Platform;

The Supplier is responsible for ensuring that, at all times, the information relating to their offer is true, accurate and not misleading. The Supplier may be held liable for claims made by Customers for inaccurate and/or misleading information;

The Supplier, for the duration of this agreement, represents, warrants and undertakes that:

They have complied with all laws and regulations for the time being in force in any jurisdiction which affect their business or have binding effect on them. That they have or shall procure all necessary licenses, authorizations, consents, approvals and permits required by applicable laws and regulations in order to perform their obligations hereunder;

All of their employees, contractors or agents deployed or otherwise engaged in connection with the provision of the Products possess all necessary qualifications and statutory requirements imposed by their respective local laws;

They shall maintain in effect adequate and sufficient insurance for third party liability to provide for the payment of claims resulting from property loss, damage or bodily injury, including death, sustained by the Customer and/or any third parties arising from or in connection with the Products. Upon request the Supplier shall provide adequate documentation of such licenses and insurance;

They will not sub-contract all or any part of their Products offered on the Portal to a third party without the prior written consent of LocalExperiences.Tours;

They shall comply with all applicable data protection laws and regulations and LocalExperiences.Tours' Privacy Policy in relation to the personal data of Customers collected through the Portal or otherwise obtained, collected or received by the Supplier in fulfilling its obligations under this Agreement;

They will provide customers with all the necessary information for the execution of booking well in advance, such as, meeting point, important information, ID requirements and so on and that they will respond in a timely manner to any queries/concerns Customers have about their booking via email;

The rates and availabilities, including all mandatory and additional fees, offered by the Supplier on the Portal are the same or less as those offered through their own channels or any third-party channels;

That final prices for all Products shall include VAT and any other taxes required but that these shall be shown separately in a price breakdown on the Product Page;

The responsibility for the accuracy of content lies with the Supplier. Such content and that of the Customer, such as reviews, are treated as external content and so LocalExperiences.Tours bears no liability in relation to such.

If LocalExperiences.Tours becomes aware of content that does not comply with the terms of the Agreement or any other legal provisions, it may partially or fully delete this content provided that the breach of such rules is not remedied by the Supplier within two days after receiving notice. If said content originates from a Supplier, LocalExperiences.Tours has the right to suspend access to or terminate the Supplier's Account. LocalExperiences.Tours will always consider the respective mutual interests before taking such action.

The Supplier shall offer and render their Products/Services as an entrepreneur according to the relevant tax regulations of the applicable Value Added Tax Act and the practices and requests of the tax authorities. The Supplier shall enter into the relevant contract with Customers in the conduct of his business or self-employed professional activity.

BOOKINGS

Customers will follow the procedure set out on the Portal in order to make a successful booking. Customers will not be required to register with the Portal in order to make a booking.

Bookings successfully made are automatic bookings. In this regard, if a Supplier has provided a Product for sale and the Customer makes a successful booking transaction that booking is automatically confirmed. The Supplier does not have the opportunity to manually accept or reject bookings after they are made by the Customer.

The Supplier must provide and maintain an up to date availability calendar for each Product listed and is solely responsible for maintaining the accuracy of each Product's availability.

BILLING AND PAYMENTS

It is agreed by both parties that payments will be made pursuant to the payment terms as set out in this Agreement.

Payment will be made to LocalExperiences.Tours by the Supplier in the form of a 30% commission payment for the brokerage of the contracts with Customers. The amount of commission, which will be agreed separately by the Parties, does NOT include any statutory VAT which will be added to the payment amount. The commission payment will be deducted from the gross amount paid to LocalExperiences.Tours by the Customer. Commission will only be paid on payments made to LocalExperiences.Tours.

The Commission owed to LocalExperiences.Tours will be billed on a monthly basis along with the invoice generated for monies owed to the Supplier. LocalExperiences.Tours will deduct the commission owed, including any statutory VAT, from the respective monthly payment due to the Supplier before furnishing this payment to the Supplier. Banking fees and other transaction costs are to be assumed by the Supplier.

Credit card payments made by the Customer will be collected via a Payment Service Provider. LocalExperiences.Tours has the sole discretion to choose an appropriate Payment Service Provider. The Supplier will be notified by email once the Customer's payment for their Product has been successfully completed.

LocalExperiences.Tours will immediately inform the Supplier if a Customer's credit card payment was revoked or not successfully processed for any other reason. LocalExperiences.Tours is not under any obligation to take action, legal or otherwise, against a Customer for non-payment of charges due to the Supplier and will transfer any such claims to the Supplier.

Credit card and banking fees will be borne as follows:

Credit card and banking fees for payments made by Customers via the Portal will be borne by LocalExperiences.Tours;

For credit card and banking fees for payments to the Supplier, both LocalExperiences.Tours and the Supplier will each be responsible for the fees of their own bank or credit organisation.

LocalExperiences.Tours will invoice for the Commission due on the 1st working day of each month and will deduct the commission due from the monthly payment due to the Supplier for bookings made. This invoice will include details of the amount due to the Supplier for that month. Each invoice will reflect payments for Products/Services which were carried out the previous month, that is, payments will not be made nor commission collected the month following a booking, but rather the month immediately following the date on which the Service booked took place.

The invoice is the basis for any payment. The Supplier may raise any claim in regard to an alleged inaccuracy of the invoice within 30 days of receipt. If no claim has been raised and accepted by LocalExperiences.Tours within this timeframe the invoice is deemed to be accepted.

The remaining balance on the invoice once the Commission payment, including taxes, has been deducted will be sent by wire transfer directly to the Supplier's nominated bank account. The Supplier is responsible for ensuring the accuracy of the bank details provided.

All payments will be shown in and made in EURO.

The Supplier is solely responsible for the accuracy of the tax rate information, the identification of applicable taxes and any changes to the tax rates entered into the Platform. The Supplier is responsible for accounting to the relevant tax authorities for any taxes applicable to any amount received by the Supplier in consideration of the Services. If requested by LocalExperiences.Tours, the Supplier will promptly provide to LocalExperiences.Tours valid tax invoices in respect of any transactions entered into under this Agreement, where taxes are chargeable under applicable law.

INTELLECTUAL PROPERTY

The Supplier grants LocalExperiences.Tours a non-exclusive, royalty-free and worldwide right and license (or sublicense as applicable) to use, reproduce or have reproduced,

distribute, sublicense, communicate, make available and display in any method the content submitted by the Supplier pursuant to these Conditions and which are necessary for LocalExperiences.Tours to exercise its rights and perform its obligations under these Agreement, including that which is necessary in collaboration with third parties and/or affiliated companies.

In no event shall LocalExperiences.Tours be liable to the Supplier for any acts or omissions on the part of any third-party platforms.

The Supplier is liable for any claim raised by third parties relating to copyright infringements of any content which the Supplier has uploaded to the Portal or otherwise provided to LocalExperiences.Tours.

LocalExperiences.Tours is entitled, at its sole discretion, to use any and all content made available by the Supplier via the Portal for marketing purposes, online or otherwise, including marketing via third parties and apps.

It will be at the sole discretion of LocalExperiences.Tours on how to advertise and promote the Supplier's Products/Services on the Platform, including apps, and on third party websites and/or affiliate programs, in ways including but not limited to ranking and promotion.

CANCELLATIONS

Customers entitlement to cancel their booking free of charge is at the discretion of the Supplier. In the case that a booking is canceled after the cancellation cutoff set by the Supplier, the Supplier will receive no payment for said booking. If Customers cancel the booked Service after the stated cancellation cutoff, or if the Customer does not show for the Service for which the booking was made, they (the Customer) are obliged to pay the full price of the Service and will not be entitled to any full or partial refunds unless otherwise agreed between the parties.

If you cancel the activity, the cancellation conditions stated in the product description as well as on your voucher apply. Local Experiences Ltd (Localexperiences.Tours) and affiliate and partner websites advises the user to carefully read this information.

Provided there are no deviating cancellation conditions in the product description of your Supplier, the following cancellation terms apply

The Supplier reserves the right to request higher, specific compensation instead of the aforementioned flat-rate fees, if the Supplier can prove that it has incurred much higher expenses than the respectively applicable flat-rate fee. In this case the Supplier is obliged to provide specific figures and evidence of the compensation requested, taking into account the saved expenses and any other use of the services.

The refund will be processed using the same payment method. In the event of credit cards which are charged monthly, the amount shall be credited at the end of the current invoicing period. The exact time of the refund depends on the user's credit card agreement. The refund by bank transfer shall be done within seven bank working days.

The Supplier can cancel the activity on the agreed date without observing a period of notice, if weather conditions, official measures, strikes or other unforeseeable or unavoidable external conditions (in particular force majeure) make the execution of the activity impossible, make it considerably more difficult or endanger it. In this case a full refund will be provided.

If, for any reason, the Supplier cancels a booking, a full refund must be provided immediately to the Customer.

In the case of Force Majeure circumstances, the Customer may cancel their booking and will be entitled to a full refund from the Supplier if a force majeure situation occurs which prevents them from attending the Service, regardless of whether the Supplier continues to provide the Service during the affected period of time. The Supplier is entitled to request that the Customer provide information or evidence as to the circumstances. Refunds shall be processed by LocalExperiences.Tours and forwarded to the Customer.

In the event that the Supplier cancels the Service due to the occurrence of Force Majeure, they must notify the LocalExperiences.Tours Customer Service and the Customer immediately. The Customer will be entitled to a full refund from the Supplier in such circumstances.

CUSTOMER SERVICE

LocalExperiences.Tours Customer Service Team shall cover all the phone calls relating to the Product/Service enquiries, complaints, and claims, however the Supplier shall be

solely responsible for all complaints, claims and liabilities arising from or in connection with the provision of Products/Services. LocalExperiences.Tours may assist or support the Customer in their complaint with the Supplier or act as an intermediary between the Supplier and Customer in the event of a complaint but LocalExperiences.Tours does so at its own discretion and is not liable for any complaints arising from Customers for Services provided by the Supplier.

The Supplier may communicate directly and privately with Customers regarding enquires pertaining to their Products. If a Customer contacted a Supplier through the Platform then the Supplier must continue to communicate with the Customer using the Platform. Under no circumstances should the Supplier direct a Customer away from the LocalExperiences.Tours platform in order to book either directly on the Supplier's own website or otherwise.

REVIEWS

The Portal facilitates a review service for each Service/Product the Supplier offers for booking. Upon completion of the Service the Customer is invited to leave a review of their experience. All reviews relating to a Supplier's individual Product/Service will culminate in an overall rating for the Supplier on the Platform. Reviews left by Customers are independent and should honestly reflect their experience. If, for any reason, the Supplier wants to challenge the validity of a review, they may do so but the decision on removal of a review is at the sole discretion of LocalExperiences.Tours. The review content published on this Portal may not be used by the Supplier outside of the Portal without the express consent of LocalExperiences.Tours.

DATA PROTECTION

The Supplier must maintain adequate security procedures and controls to prevent the unintended disclosure of, and the unauthorized access to or misappropriation of, any personal data or information of any Customer. Neither the Supplier nor its affiliates shall either directly or indirectly, engage in any solicited or unsolicited marketing, promotional, or similar communications with any Customer that has booked through the Platform without such Customer's consent. The Supplier will process, store, transmit, and access any Customer-related information that includes payment information (including, without limitation, credit card, debit card, or bank account information) in compliance with applicable law including, without limitation, the data security rules of the Payment Card Industry Data Security Standard for protecting credit and debit cardholder information applicable to the Supplier, and the EU Data Protection Directive (and all laws promulgated thereunder), in each case as the same may be amended, updated, replaced, or augmented. Upon LocalExperiences.Tours request, the Supplier will provide evidence that

they have established and maintain sufficient measure to ensure that all personal data is processed in accordance with this Agreement.

The Supplier is solely responsible for any claims made by a Customer for the unauthorised use or disclosure of their personal data by the Supplier, whether intended or otherwise.

LIMITATION OF LIABILITY AND INDEMNIFICATION

In no event shall LocalExperiences.Tours be liable to the Supplier for any loss of production, loss of profit, loss of revenue, loss of contract, loss of or damage to goodwill or reputation, loss of claim or any indirect, special, punitive, incidental or consequential damages or losses whether such damages are alleged as a result of a breach of contract, tort or otherwise.

LocalExperiences.Tours maximum aggregate liability under, arising out of or relating to this Agreement shall not exceed the total amount of payment paid by LocalExperiences.Tours to the Supplier during the 12 months preceding the date when the liability first arises.

The Supplier shall indemnify, defend and hold harmless LocalExperiences.Tours, its affiliates their respective shareholders, directors, employees, officers, agents and service providers from and against any and all claims, losses, liabilities damages, fines, penalties, settlement expenses and costs (including legal fees and costs) incurred or suffered by them in connection with any third party claims or investigation brought against them directly or indirectly arising out of or relating to activities, operations, products or services provided by the Supplier including, but not limited to, the Customers; the use of the Product Content, Supplier Online Content or the logo, service marks, Supplier's trademark on LocalExperiences.Tours Distribution Channels; Supplier's actual or alleged breach of this Agreement including, but not limited to the Supplier's representations and warranties in this Agreement; or taxes arising out of the sale of the Products through LocalExperiences.Tours Distribution Channels.

LocalExperiences.Tours makes no representations or warranties regarding the Platform, including any temporary or permanent interruption of the operation of the Platform, nor does it bear any risk with respect to the number, frequency, or type of Products booked through the Platform.

REPRESENTATIONS AND WARRANTIES

In addition to any other representations and warranties made by the Supplier in this Agreement, the Supplier hereby represents and warrants that:

the Supplier has authorized the individual entering into this Agreement on the Supplier's behalf to take such action on the Supplier's behalf;

this Agreement constitutes a valid and binding obligation enforceable against the Supplier in accordance with its terms;

the performance of the Supplier obligations under this Agreement will not violate any agreement or obligation between the Supplier and any third party;

the Supplier's performance under this Agreement will comply with the Agreement;

the Supplier is the owner of all intellectual property rights uploaded through the Supplier Account or authorized by the owner of such rights to upload and license such rights through the Platform.

TERM AND TERMINATION

This Agreement shall become effective upon being accepted by the Supplier in the course of their registration to the Portal, and shall continue in force, subject to early termination upon occurrence of any of the following events:

by either Party with sixty (60) days' advance notice in writing;

a Party gives written notice to the other Party of a material breach of this Agreement which breach is incapable of being cured or, if capable of being cured, the other Party fails to cure that breach within fifteen (15) days after receipt of such written notice; or

the dissolution, winding up or liquidation of either Party.

Without prejudice to any other part of this Agreement, LocalExperiences.Tours may suspend the Supplier's account and/or remove the Supplier and/or its Products listing from the Portal and other distribution channels in lieu of or before its termination of this Agreement (collectively referred as "Suspension").

The Supplier shall fulfill all Products purchased by Customers prior to Suspension, termination or expiration of this Agreement unless LocalExperiences.Tours requests otherwise. LocalExperiences.Tours reserves the right, at its sole discretion, to cancel any or all pending bookings of the Products where it believes this to be in the best interest of Customers.

Upon any termination or expiration of this Agreement, the Supplier shall immediately cease all access to its account on the LocalExperiences.Tours Portal, and cease having any rights to make the Products available via any of LocalExperiences.Tours' Distribution Channels.

AMENDMENT

LocalExperiences.Tours reserves the right to modify and impose new or additional terms and conditions to this Agreement at any time. LocalExperiences.Tours will notify the Supplier with a message to their Supplier Account and/or by email about any changes to this Agreement. If the Supplier does not accept such modifications or new or additional terms and conditions, they may terminate this Agreement by giving written notice to LocalExperiences.Tours. The Supplier's failure to exercise this right to terminate this Agreement within 30 (thirty) days after notice of any modification or new or additional terms and conditions to this Agreement will constitute their acceptance of such changes.

GOVERNING LAW

This Agreement is governed by the laws of the United Kingdom and, in case of a dispute that cannot be settled amicably, exclusive jurisdiction is conferred on the courts of the United Kingdom. It is agreed that any disputes will be first submitted to the courts of arbitration, in the United Kingdom, for resolution.

GENERAL PROVISIONS

This Agreement constitutes the entire agreement between the Parties and supersedes any previous agreement between the Parties relating to the subject matter of this Agreement.

Nothing in this Agreement shall be deemed to constitute a partnership between the Parties.

If any provision of this Agreement is found to be illegal or unenforceable, the remaining part of this Agreement shall continue in full force and effect.

LocalExperiences.Tours may assign, sub-contract or otherwise deal with this Agreement at its sole discretion. The Supplier will not assign, sub-contract or otherwise deal with this Agreement or any rights and obligations under this Agreement unless it has obtained prior written consent from LocalExperiences.Tours.

This Agreement may be executed in counterparts including but not limited to counterparts delivered by electronic means, and such counterparts shall form one legal instrument. A manually or electronically signed copy of the Agreement delivered by email, facsimile or other electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of the Agreement.

SUPPLIER REGISTRATION AND ACCEPTANCE

Upon registering on the Platform, the Supplier is entitled to offer his Services through the Platform. In the course of registration on the Platform, the Supplier accepts this Agreement in its entirety.

LocalExperiences.Tours is not responsible for verifying the identity, authenticity, or credentials of the individual entering into this Agreement.

By clicking the "I Agree" button, the Supplier agrees that they have read, understood, and agree to be bound by the Agreement, in its entirety, and that they represent and warrant that the individual entering into this Agreement on the Supplier's behalf is duly authorized and empowered to do so.