

# Daytrippi General Terms and Conditions for Partners

These General Terms and Conditions including the attachments thereto apply to the Partner Agreement and all legal relations between;

- the Dutch company with limited liability “**Daytrippi B.V.**” (hereinafter referred to as “**Daytrippi**”), and
- the legal entity that offers excursions via the Daytrippi Platform (hereinafter referred to as “**Partner**”).

## 1. Definitions

In these General Terms and Conditions for Partners the following words, when starting with a capital letter, will have the following meaning:

- 1.1. “Daytrippi”**: Daytrippi B.V., a Dutch company with limited liability with its registered office in Amsterdam, Netherlands and its principal place of business at Nijverheidsweg 6, (2031CP) Haarlem, Netherlands, registered at the Dutch Chamber of Commerce of Amsterdam, Netherlands under registration number 60770813.
- 1.2. “Daytrippi Fee”**: “The fee that Partner owes Daytrippi for the provision of the Daytrippi Platform as stipulated in the Partner Agreement. In the event the Daytrippi Fee is not stipulated in the Partner Agreement, the Daytrippi fee amounts to 20% of the total sum (excluding VAT) owed by User(s) to Partner on account of the Excursion Agreement.
- 1.3. “Daytrippi Platform” or “Platform”**: The platform of Daytrippi, [www.daytrippi.com](http://www.daytrippi.com) via which Users can book excursion and related services offered to them by Partner.
- 1.4. “User(s)”**: the person(s) who book(s) an excursion of Partner via Daytrippi Platform.
- 1.5. “Excursion Agreement”**: The agreement between User and Partner for the provision of excursions and related services to User by Partner that is entered into via the Daytrippi Platform (**addendum 1**).
- 1.6. “Partner(s)”**: A corporate entity that offers professionally organized excursions and related services and has applied himself to offer excursions and related services via the Daytrippi Platform.
- 1.7. “Party / Parties”**: Daytrippi and/or Partner.
- 1.8. “Partner Content”**: All data regardless in what form (text, video, audio, computer code, or otherwise) uploaded by Partner to the Daytrippi Platform to be made available by Daytrippi on behalf of Partner.
- 1.9. “Partner Region”**: The territory in which Partner offers excursions and related services.
- 1.10. “Partner Agreement”**: The agreement entered into by Daytrippi and Partner including these General Terms and Conditions.
- 1.11. “General Terms and Conditions”**: This agreement, the Daytrippi General Terms and Conditions for Partners.

## 1. Applicability of the “Daytrippi General Terms and Conditions for Partners”

- 1.1.** These General Terms and Conditions apply to the Partner Agreement and each agreement between Daytrippi and Partner including offers to enter into an agreement.
- 1.2.** By making use of the Daytrippi Platform Partner declares to have carefully read these General Terms and Conditions and Partner agrees to the applicability of these General Terms and Conditions and the contents thereof. If Partner does not fully agree to the applicability and contents of these General Terms and Conditions, Partner is not authorized to use the Daytrippi Platform.
- 1.3.** Additions to or deviations from these General Terms and Condition shall only apply where agreed in writing between the Parties. The applicability of any of the Partner’s purchasing or other conditions are explicitly rejected.
- 1.4.** If any provision of these General Terms and Conditions is null and void, invalid or is voided, the other provisions of these General Terms and Conditions will remain fully in effect. In this case, the invalid or

unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

## **2. Subject of Agreement**

- 2.1.** Daytrippi offers Partner the right of non-exclusive access to the Daytrippi Platform and offers Partner the opportunity to offer excursions and related services to Users and to enter into an User Excursion for that purpose.
- 2.2.** Partner offers and executes its excursions and other services at its own risk and for its own expense and account. Partner acknowledges and declares that Daytrippi is in no way involved with or responsible for the offer, the provision and the execution of excursions and related services to User(s) by Partner.
- 2.3.** For access to the Daytrippi Platform and the possibility to offer excursions and related services to Users and to enter into an Excursion Agreement, Partner will pay a Daytrippi Fee to Daytrippi. A Daytrippi Fee is only due in the event User enters into an Excursion Agreement.

## **3. Nature of Relationship**

- 3.1.** The relationship of Daytrippi and Partner established by this agreement is that of independent contractors. Nothing contained in this Agreement shall be construed to:
  - 3.1.1.** Give either Party the power to direct and/or control the day to day activities of the other Party;
  - 3.1.2.** Constitute the Parties as joint ventures, co-owners or allow either Party to act for or obligate the other Party for any purpose whatsoever;
  - 3.1.3.** Partner will not make any commitments or representations with regards to Daytrippi or its Daytrippi Platforms without the prior written approval of Daytrippi;
- 3.2.** All financial obligations associated with either Party's business are the sole responsibility of that Party. All agreements between Partner and Users are Partner's exclusive responsibility.
- 3.3.** The Parties shall each appoint a contract manager to act as a primary point of contact with respect to any commercial and/or technical issues arising in connection with this agreement.

## **4. Partner Responsibilities**

- 4.1.** It is the sole responsibility of Partner to ensure and Partner therefore guarantees that/to:
  - 4.1.1.** Partners excursions and related services are provided for in the English language and comply with applicable national legislation (including fiscal compliance), regulations and customs;
  - 4.1.2.** Partners excursions and related services correspond with the description of its excursions and related services given on the Daytrippi Platform;
  - 4.1.3.** Promptly and correctly inform Daytrippi and User about all relevant information about the excursions and related services of Partner;
  - 4.1.4.** Partners excursions and related services are offered and executed timely, correctly, safely and in a highly professional manner;
  - 4.1.5.** Partners excursions and related services are offered and executed by skilled professionals which have received proper training and are in the possession of the permits and licenses necessary to execute the excursions and related services;
  - 4.1.6.** Partner will receive a credit invoice from Daytrippi and no other payment from User to Partner is required for the provision and execution of the excursions and related services;
  - 4.1.7.** Partner is adequately insured for all Partner's losses or damages by a general liability policy with a minimum insured limit of 1 million euro. Partner agrees, upon request, to show this policy to Daytrippi.
- 4.2.** Partner guarantees that excursions and related services comply with all applicable legislation in the Partner Region. Furthermore Partner guarantees that Partner is a corporate entity that has obtained all relevant and necessary permits and/or licenses and is compliant with all applicable (sector) regulations for the provision of excursions and related services in the Partner Region.

- 4.3. Partner indemnifies and will hold Daytrippi fully harmless from all claims (from Users, third parties or whomever) related to, connected to or resulting from the offer, provision and/or execution of excursions and related services by Partner (including Partner's personnel) and/or any failure to comply with the obligations of Partner as set forth in this article.
- 4.4. Partner is responsible for the timely provision of correct information about Partner such as, but not limited to:
  - 4.4.1. name details;
  - 4.4.2. address details;
  - 4.4.3. bank details;
  - 4.4.4. chamber of commerce registration number or similar country specific registrations;
  - 4.4.5. VAT number;
  - 4.4.6. acquired licenses and permits;
  - 4.4.7. The Partner has adequate insurance against liability claims and is willing to, upon request by Daytrippi, show copies of these liability policies.
- 4.5. In the event the information mentioned in article 5.4 is subject to change Partner will promptly notify Daytrippi in writing and provide Daytrippi with the correct information.

## **5. Daytrippi Responsibilities**

- 5.1. Daytrippi will use all reasonable effort to provide the Daytrippi Platform. Daytrippi provides the Daytrippi Platform "as-is" and does not guarantee that the Daytrippi Platform will work faultless, without interruptions, disturbances or any other imperfections.
- 5.2. Daytrippi shall send a confirmation on behalf of the Partner per e-mail to User for the provision of excursions and related services by Partner to User and will pay Partner in accordance with the provisions of clause 13.

## **6. Content Management System**

- 6.1. Daytrippi will provide Partner with a Partner-id and access codes necessary for the use of the Daytrippi Platform. Daytrippi will at its sole discretion, provide Partner with the necessary authorization to the content management system of the Daytrippi Platform.
- 6.2. Partner can submit the Partner Content into the content management system in the format as instructed by Daytrippi. All expenses incurred related to content gathering and submission will be borne by Partner.
- 6.3. Partner guarantees that the intellectual property rights to Partner Content or data otherwise made available via or in the context of the Daytrippi Platform – including but not limited to texts, photographs, applications, video material, audio files, multi-media files and other content – are vested in Partner or that Partner has been granted the right to make the Partner Content public through the Daytrippi Platform, to multiply them or make them available in any other way. Partner grants Daytrippi an irrevocable, perpetual, non-exclusive, transferable, fully paid, worldwide license (with the right to sublicense) to use, copy, publicly perform, publicly display, reformat, translate, excerpt (in whole or in part) and distribute such Partner Content for any purpose, commercial, advertising, or otherwise, in connection with the Daytrippi Platform or promotion thereof, to prepare derivative works of, or incorporate into other works, such Partner Content, and to grant and authorize sublicenses of the foregoing.
- 6.4. Partner declares and guarantees that he is entitled to submit the Partner Content to Daytrippi and that the Partner Content does not infringe any (intellectual property) rights of a third party in any way. Partner indemnifies Daytrippi and will hold Daytrippi harmless from any third party claim based on the claim that the submission of Partner Content by Partner infringes that third party's (intellectual property) rights.

**6.5.** In the event of a third party claim based on the fact that the submission of Partner Content infringes (intellectual property) rights of that third party Daytrippi may at its sole discretion and without being liable for damages of Partner:

- 6.5.1.** remove the Partner content from the Daytrippi Platform;
- 6.5.2.** provide the third party with the name and address details of Partner;
- 6.5.3.** immediately terminate the Partner agreement in accordance with clause 15.3.

## **7. Audit**

- 7.1.** Daytrippi can from time to time at its own discretion audit or designate an external expert to audit the excursions and related services as provided by Partner. Partner shall fully cooperate with such an audit.
- 7.2.** Daytrippi's or Daytrippi's designated auditors examination of the excursions and related services as provided by Partner will, amongst others, include the completeness and compliance with the applicable (national) legislations, regulations and customs of the Partner Region and expectations of User(s). If subsequently Partner does not meet the aforementioned quality standards (to be determined by Daytrippi), Daytrippi is entitled to immediately terminate the agreement in accordance with clause 15.3 without being liable for any damages whatsoever.
- 7.3.** Daytrippi 's designated auditors shall also have the right at any time during ordinary business hours, upon reasonable notice, to examine and make copies of or extracts from the books, accounts and records of Partner so far as they relate to the excursions and related services delivered to User(s).
- 7.4.** The cost of the audit is born by Daytrippi. However Partner shall not charge any costs for the audit and its cooperation.

## **8. Intellectual Property Rights**

- 8.1.** During the term of this Agreement, Daytrippi grants to Partner a revocable non-exclusive, non-sublicense-able and non-transferable right of use to Daytrippi Platform.
- 8.2.** Partner shall not reverse assemble, decompile or otherwise attempt to derive source code from the Daytrippi Platform unless this is explicitly allowed by national mandatory law in order to obtain interoperability.
- 8.3.** During the term of the Partner Agreement, Partner shall have the right to indicate to the public that it is an authorized Partner and Daytrippi hereby grants and Partner hereby accepts a revocable royalty-free, non-transferable right of use with respect to the name and brand Daytrippi in connection with the provision of excursions and related services in the Partner Region.
- 8.4.** Partner agrees that Daytrippi owns and remains the owner of all rights, title and interest in the Daytrippi Platform now or hereafter subject to the Partner Agreement and of all patents, trademarks, trade names, inventions, copyright, know how, materials and trade secrets relating to the design, operation, or maintenance of the Daytrippi Platform. The use by Partner of any of these rights of use is authorized only for the purposes herein set forth, and upon termination of this agreement for any reason such authorization shall cease immediately.
- 8.5.** If the Daytrippi Platform, or any part thereof, are, or in the opinion of Daytrippi may become the subject of any claim, suit or proceeding for infringement of any patent, copyright or trademark, or if it is adjudicated that the Daytrippi Platform or any part thereof infringe any copyright or trademark or patent then Daytrippi may at its sole discretion and expense or through a third party:
  - 8.5.1.** suitably modify the Daytrippi Platform or
  - 8.5.2.** terminate the Partner Agreement.
- 8.6.** Daytrippi shall not be liable for any damages, costs or expenses incurred by Partner resulting from or deriving from a claim as mentioned in article 9.5 .

## **9. Partner Content**

- 9.1.** Partner guarantees that all Partner Content is both correct and complete. Partner represents and warrants that Partner will keep all information correct and complete.
- 9.2.** Partner indemnifies Daytrippi against any claim by a third party alleging that such publication or making available of Partner Content infringes any of that third party's rights. Partner will hold Daytrippi harmless and will compensate all damages incurred by Daytrippi as a result of third party claims regarding Partner Content uploaded by Partner or Partner Content made available by Partner via or in the context of the Daytrippi Platform.
- 9.3.** Daytrippi may refuse to post or Daytrippi is entitled to delete any Partner Content for any or no reason, including, but not limited to, Partner Content that Daytrippi, in its sole discretion, believes to violate these General Terms and Conditions or which may be offensive, illegal or violate the rights of any person or entity, or harm or threaten the safety of any person or entity. Daytrippi assumes no responsibility for monitoring the Daytrippi Platform for Partner Content or Partner conduct that may be inappropriate. If however, Daytrippi does choose to monitor the Daytrippi Platform, it carries no responsibility for Partner Content, no obligation to modify or remove inappropriate Partner Content, and no responsibility for the conduct of Partners when submitting such Partner Content.
- 9.4.** Partner carries full responsibility for the use of the Daytrippi Platform. Partner is responsible for the data and material (re-) distributed via the Daytrippi Platform, the data, materials and information provided to Daytrippi and the correspondence issued in his name via or in connection with the Daytrippi Platform.
- 9.5.** Partner is not allowed to make material available through the Daytrippi Platform which is, according to Daytrippi, offensive, unnecessarily hurtful, discriminating, inflammatory, or otherwise in violation of any standards of due care, of these General Terms and Conditions, of statutory provisions or other applicable legislation, including but not limited to pornographic or sexually explicit material, content that incites violence or hatred towards a group of persons, content in which personal details of minors are requested, content stimulating the performance of illegal activities or which is an illegal activity in itself and/or content which infringes intellectual property rights.
- 9.6.** Partner is not allowed to use the Daytrippi Platform for activities such as but not limited to (i) sending spam, (ii) uploading or linking to viruses or malicious code, (iii) bullying, intimidation and/or harassment, (iv) activities intended to disable, overburden or impair the Daytrippi Platform.
- 9.7.** Partner is responsible for selecting the correct resources such as computer, data- or telecommunication facilities and internet access which are required for the use of the Daytrippi Platform and for ensuring that these are available in full and in a timely manner. Daytrippi shall under no circumstances be liable for losses or costs arising as a result of transmission errors, breakdowns or the non-availability of such facilities unless Daytrippi's liability cannot be excluded due to statutory law.
- 9.8.** Partner is aware and accepts that he is solely responsible if he fails to meet his obligations under the Partner Agreement, if he should fail to comply or properly comply with these General Terms and Conditions and/or if he should fail to comply or properly comply with any other applicable legal regulations. Partner agrees to indemnify Daytrippi and to hold Daytrippi harmless for any claim of whatever nature and regardless of the cause of action or theory of liability made against Daytrippi as a result of or in connection with the use of the Daytrippi Platform by Partner.

## **10. Amendments of the "Daytrippi General Terms and Conditions for Partners" and Daytrippi Platform updates**

- 10.1.** Daytrippi reserves the right to change and modify these General Terms and Conditions and/or Daytrippi Platform from time to time, for example, but not limited to, to make them comply with new legislation or to reflect a modification in its business model. Partner's decision to continue to visit and make use of the Daytrippi Platform after such changes have been made constitutes Partner's formal acceptance of the amended General Terms and Conditions. The latest version of the General Terms

and Conditions is published on the Daytrippi Platform. Should Partner not agree to any provision of the Partner Agreement or any changes Daytrippi makes to the General Terms and Conditions, Partner should discontinue the use of the Daytrippi Platform immediately.

- 10.2.** Daytrippi may, in its sole discretion, provide Partner with updates of the Daytrippi Platform and software used to provide the Daytrippi Platform. In the event of an update, Daytrippi shall inform Partners on the Daytrippi Platform. Updates (if any) will be deemed to be part of the Daytrippi Platforms under this Agreement. Daytrippi is not obligated to provide any updates to the Daytrippi Platform.
- 10.3.** Daytrippi is allowed to make adjustments to the content or scope of the Daytrippi Platform. Daytrippi shall not be obliged to maintain, change or add certain features or functionalities of the Daytrippi Platform or the software specifically for the Partner.

## **11. Excursion Agreement and Third Party Clause**

- 11.1.** Users are able to book excursions of Partner via the Daytrippi Platform. Partner is obliged to use the Excursion Agreement (**addendum 1**) for contracting with Users.
- 11.2.** Daytrippi may, in its sole discretion, modify the Excursion Agreement from time to time, for example, but not limited to, to make them comply with new legislation. Partner is obliged to make use of the most recent Excursion Agreement as made available via the Daytrippi Platform.
- 11.3.** Partner guarantees that he will use the most recent Excursion Agreement when contracting with Users. In the event Partner fails to fulfil this obligation the Excursion Agreement is considered to be null and void and the User is entitled to terminate the Excursion Agreement for cause or annul and/or nullify the Excursion Agreement without being liable for any damages whatsoever.

## **12. Financial and Payment Process**

- 12.1.** Partner is entitled to set and determine its own prices. In the event an User books an excursion via the Daytrippi Platform, Daytrippi shall send an invoice to that User and collect and hold the revenues on behalf of Partner. Partner is not entitled to revenues, such as for example interest, obtained by Daytrippi as a result of holding sum(s) for Partner.
- 12.2.** All prices set forth by Partner are inclusive of value added tax (VAT) and any other levies imposed by the authorities in connection with the use of the Daytrippi Platform and the execution and provision of excursions and related activities of Partner. Any and all additional levies shall be borne by Partner.
- 12.3.** The Daytrippi Fee is a percentage of the total sum exclusive of VAT owed by Users to Partner for excursions and or related services booked via the Daytrippi Platform. Daytrippi will deduct the Daytrippi Fee from the amount owed by User to Partner.
- 12.4.** After confirmation by the User that the excursion and related services were provided and executed adequately as agreed in the Excursion Agreement or in the event that a User has not indicated that he or she is not satisfied with the excursion and/or related services within thirty (30) days after provision of the excursion and/or related services (whichever comes first), Daytrippi shall pay Partner the amount received by User(s), minus the agreed Daytrippi Fee. Payments for the provision of that particular excursion and related services will be executed after the thirty (30) days objection period has expired.
- 12.5.** In the event the User has indicated that the excursion and related services were not satisfactory Daytrippi will ask the User to state this on paper stating reasons. Such documentation will be forwarded to Partner. Daytrippi is not obliged to pay Partner on behalf of the User until User has confirmed to Daytrippi that a settlement between User and Partner has been reached. In the event Partner and User do not reach a settlement Daytrippi may, at its sole discretion and without being liable for any damages of Partner whatsoever:
  - 12.5.1.** reimburse User in full;
  - 12.5.2.** reimburse User in part;
  - 12.5.3.** pay Partner as described in this article or otherwise.

- 12.6. Daytrippi is under no circumstances obliged to pay any sum to Partner that they did not receive because of non-payment (for whatever reason) by the User. Daytrippi shall send a confirmation of payment to Partner as soon as Daytrippi has received payment.
- 12.7. Partner guarantees that he under no circumstances will force User (in any way whatsoever and whenever) to make additional payments for the provision of the excursion and related services.
- 12.8. Daytrippi is entitled to deduct the Daytrippi Fee from the sum owed by User to Partner.
- 12.9. Daytrippi is never obliged to pay Partner in the event Daytrippi has not received full payment from User.

### **13. Confidentiality**

- 13.1. Partner shall ensure that all information received from Daytrippi that is known or should reasonably be known to be of a confidential nature, such as but not limited to the applicable Daytrippi Fee, is kept secret. Partner shall only use confidential information for the purpose for which it has been provided. Information shall in any event be regarded as confidential if it is designated as such by Daytrippi.
- 13.2. Without prejudice to the provisions of articles 16, Partner shall owe an immediately payable penalty amounting to 25.000 euros in the event of breach the provision in article 14.1. Payment of the penalty shall not affect any other rights of Daytrippi, including but not limited to compensation for damages. The penalty may not be deducted from such compensation.
- 13.3. Any and all (extra) judicial costs, including but not limited to the costs of legal assistance incurred by Daytrippi to enforce its rights in regard to the Partner shall be for the account of Partner.

### **14. Privacy**

- 14.1. If Daytrippi deems this to be necessary for the purpose of executing the Partner Agreement, the Partner shall, upon request, notify Daytrippi immediately in writing with regard to the manner in which the Partner executes its obligations pursuant to legislation in respect of the protection of personal data.
- 14.2. The Partner shall indemnify Daytrippi against any claims by individuals whose personal data is recorded or processed within the context of a register of personal data maintained by the Partner or for which the Partner is responsible pursuant to the law or otherwise, unless the Partner is able to demonstrate that the acts that form the basis of the claim are exclusively attributable to Daytrippi.
- 14.3. Responsibility for the data processed using the service provided by Daytrippi shall rest solely with the Partner. The Partner shall guarantee Daytrippi that the content, the use and/or the processing of the data is not unlawful and does not infringe the rights of third parties. The Partner shall indemnify Daytrippi against legal claims by thirds parties, of whatever nature, in relation to this data or the execution of the agreement.
- 14.4. If the agreement stipulates that Daytrippi is obliged to provide some form of information security, this security shall meet the specifications in respect of security agreed between the Parties in writing. Daytrippi shall not guarantee that the information security will be effective under all circumstances. If the Partner agreement does not include an explicit description of security measures, the security measures shall be of such a level that, having regard to the state of the art, the sensitivity of the data and the costs associated with the implementation of the security measures are not unreasonable.
- 14.5. If computer, data or telecommunications facilities are used during the execution of the agreement or otherwise, Daytrippi shall be entitled to assign access or identification codes to the Partner. Daytrippi shall be entitled to change the access or identification codes assigned. The Partner shall treat the access and identification codes as confidential and with due care and shall only disclose these codes to authorized members of staff. Daytrippi shall under no circumstances be liable for any damage or costs arising from the use or misuse of access or identification codes, except where misuse was possible as a result of an act or omission on the part of Daytrippi.

## **15. Liability**

- 15.1.** Daytrippi delivers the Daytrippi Platform and all her services “as-is”. Daytrippi disclaims all warranties, representations and conditions, either express or implied including but not limited to the fitness for a particular purpose. Daytrippi does not guarantee in so far as this is legally permitted by statutory law that the Daytrippi Platform and all her services, at any time, will be safe, available, free of defects nor that making use of the Daytrippi Platform will meet Partner’s wishes and requirements.
- 15.2.** Daytrippi makes no representations or warranties about the accuracy, completeness, or security of the Daytrippi Platform. No information obtained by Partner about the Daytrippi Platform shall create any warranty not expressly stated by Daytrippi in these General Terms and Conditions.
- 15.3.** Daytrippi shall, in no event, be liable for any incidental, direct, indirect or consequential damages such as but not limited to: loss of profits, loss of business, loss of reputation, loss of data, business interruption, goodwill, personal or property damage regardless of what theory of law such a claim for damages is based.
- 15.4.** The following applies in the event clause 16.3, or other clauses that limit the liability of Daytrippi is deemed null and void: The total liability of Daytrippi for damages (of whatever nature and regardless of the cause of action or theory of liability) arising out of or in connection to this agreement shall under no circumstances exceed the amount paid by Daytrippi to Partner in the six (6) months prior to the moment the damages occurred or a fixed amount of 50.000 euros, whichever is highest.
- 15.5.** Nothing in the agreement and/or these General Terms and Conditions shall limit or exclude Daytrippi’s liability for damages resulting from gross negligence or intentional misconduct. Except where performance by Daytrippi is permanently impossible, Daytrippi shall only be liable as a result of an attributable failure to perform an agreement if the Partner gives the Daytrippi immediate notice of default in writing, setting a reasonable term in which the breach can be remedied, and Daytrippi still attributable fails to meet its obligations after this period. The notice of default must contain as comprehensive and detailed a description of the breach as possible, in order to ensure that Daytrippi has the opportunity to respond adequately.

## **16. Term and Termination**

- 16.1.** Unless stated otherwise in the Partner Agreement, a Partner Agreement is entered into for an indefinite period of time unless either Party terminates the Partner Agreement in accordance with clause 17.2 or the Partner Agreement is terminated otherwise.
- 16.2.** Either party is entitled to terminate a Partner Agreement with one (1) month notice. Termination is possible via the Daytrippi Platform.
- 16.3.** Either party shall be entitled to terminate the Partner Agreement in part or in full, with immediate effect, in writing without a notice of default being required if the other party is (a) granted a moratorium of payments, (b) is declared bankrupt, (c) if a winding-up petition is filed in respect of the other party, (d) if the other party’s company is wound up or terminated for reasons other than reconstruction or the merger of companies, or (e) if there is a change in the individual or board that has decisive control over the Partner’s company. Daytrippi shall under no circumstances be obliged to reimburse any sums of money that have already been received or to pay any compensation in the event of such termination. If Partner becomes bankrupt or is liquidated, the right to use the Daytrippi Platform shall terminate by operation of law, immediately, without Daytrippi being obliged to pay any costs or compensate for damages.

## **17. Consequences of Termination**

- 17.1.** After termination of the Partner Agreement, Partner will no longer have access to the Daytrippi Platform.
- 17.2.** After termination of the Partner Agreement Daytrippi will remove Partner’s account and all Partner Content
- 17.3.** Daytrippi is never obligated to migrate Partner Content.

- 17.4.** In the event the Partner Agreement is terminated for cause, Parties are not held to undo any of the performances received.
- 17.5.** After termination of the Partner Agreement, all provisions that are meant to remain in effect remain in full force and effect. Such provisions include, but are not limited to, provisions with respect to intellectual property, indemnity, liability, transfer of rights, voidness, voidability and invalidity, choice of law and forum.

## **18. Transfer of Rights and Obligations**

- 18.1.** Partner shall not be entitled to assign, transfer, mortgage, or otherwise dispose of any or all of its rights and obligations under the Partner Agreement to any third party without the prior written consent of Daytrippi. Any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void
- 18.2.** Daytrippi is entitled to sell and/or transfer the rights and/or obligations arising from the Partner Agreement to a third party. Partner hereby agrees to such a transfer.

## **19. General Provisions**

- 19.1.** No amendment or alteration to the Partner Agreement is valid unless countersigned by the authorized signatories of both parties.
- 19.2.** Failure by Daytrippi at any time to require performance of any obligation under the Partner Agreement or to enforce any provision of the Partner Agreement shall neither be construed as a waiver of any right or remedy under said agreement nor in any way affect the validity of this Partner Agreement. No waiver shall be effective unless given in writing and no waiver of a breach of the Partner Agreement shall constitute a waiver of any preceding or subsequent breach.
- 19.3.** All documents required by the Partner Agreement to be given to either party will be sent by certified or registered mail to its address on the first page of this Agreement, or to such other address or addresses as may be specified from time to time in a written notice given by such party to the other hereunder.
- 19.4.** Each provision of the Partner Agreement is severable and, if one or more provisions are declared invalid, the remaining provisions of the Partner Agreement will remain in full force and effect.
- 19.5.** Partner represent that he has obtained the necessary corporate approval for the execution of the Partner Agreement, and that it's signatories herein are their duly authorized representatives who can bind them into the Partner Agreement.

## **20. Contact Details**

- 20.1.** Daytrippi B.V.  
E-mail: [info@daytrippi.com](mailto:info@daytrippi.com)  
Address: Nijverheidsweg 6, (2031CP) Haarlem, Netherlands  
Chamber of Commerce number: 60770813  
VAT identification number: NL854053086B01  
Website: [www.daytrippi.com](http://www.daytrippi.com)

## **21. Choice of Law and Forum**

- 21.1.** Dutch law governs the Partner Agreement and all other relations between Daytrippi and Partner.
- 21.2.** The competent court is based in Amsterdam, Netherlands. This court shall have exclusive jurisdiction to settle any disputes that may arise between Daytrippi and Partner with the exclusion of all other tribunals.

## ADDENDUM 1

# Excursion Agreement

## CONCLUDED BETWEEN PARTNER AND USER

This Excursion Agreement covers the (legal) relation between Partner and User. Using the Platform, Partner and User have entered into an agreement for the provision of Services of Partner to User and payment of Partner by User. The provider of the Platform, Daytrippi B.V., is not a party in this Excursion Agreement nor is Daytrippi B.V. in any way responsible for the Services described in the Excursion Agreement.

### 1. Definitions

In this Excursion Agreement for the following words, when starting with a capital letter, will have the following meaning:

- 1.12. **“Platform”**: The platform of Daytrippi, [www.daytrippi.com](http://www.daytrippi.com), via which (a) User(s) can book Services offered to them by (a) Partner(s).
- 1.13. **“Excursion Agreement”**: This Excursion Agreement including the Excursion Order Confirmation entered into between User and Partner for the provision of Service(s) to User by Partner
- 1.14. **“Excursion Order Confirmation”**: The order for the provision of Services placed via the Platform by User and accepted via the Platform by Partner as set out in the confirmation e-mail sent by Daytrippi to both User and Partner.
- 1.15. **“Partner(s)”**: A corporate entity that offers professionally organized excursions and related services and has applied himself to offer excursions and related services via the Platform.
- 1.16. **“Service(s)”**: The services offered by Partner consist of providing excursions and related services to Users. The exact nature, place of fulfilment, scope and time for provision of the Service(s) are as indicated in the Excursion Order Confirmation.
- 1.17. **“User(s)”**: The person(s) who book(s) and/or receives Services.

### 2. Excursion Agreement

- 2.1. An Excursion Agreement is concluded when Partner accepts a Service(s) request made by User via the Platform. Upon such an acceptance of a Service request an Excursion Order Confirmation will be sent out via the Platform with detailed information about the Service(s).
- 2.2. By making a Service(s) request via the Platform, User submits a binding offer to Partner. The offer is automatically revoked in the event the Partner does not accept the offer within five (5) working days). If Partner accepts an offer within this period, the contract is definitely concluded and an Excursion Order Confirmation will be sent via e-mail.

### 3. User Responsibilities

- 3.1. The requested information (name, address etc.) provided by User to Partner via the Platform or otherwise, must be correct, complete and truthful. The Partner reserves the right to cancel Service(s) when incorrect, incomplete or untruthful information has been provided. In this case, User is not eligible for a refund.
- 3.2. User is responsible for selecting Service(s) appropriate to his or her health, physical abilities and interests. Partner reserves the right to refuse to provide User with the Service(s) for any reason that negatively affects (the operation of) the Service(s) or the rights and welfare or enjoyment of other participants.
- 3.3. User is responsible for a timely arrival at the agreed upon place for the provision of Service(s). For time and date calculations, the time zone of Partner applies.

- 3.4.** User bears the responsibility for his own conduct. If User does not follow the instructions of Partner (including instructions of personnel of Partner) User can be excluded from the Service(s) without being eligible for a refund.
  - 3.5.** If User is booking the Service(s) from abroad User is responsible for the possession of the relevant travel documentation such as passport, visa, compliance with health regulations etc.
  - 3.6.** User is responsible for compliance with the conditions of participation as set out by Partner. Partner reserves the right to exclude Users, who do not meet these conditions, from the activity. In this case, User is not eligible for a refund.
  - 3.7.** If User agrees to rent equipment from Partner, User agrees to return all of the equipment at the end of the Service(s) or the expiry of the agreed rental period in the same condition as delivered to User, reasonable wear and tear only excepted.
  - 3.8.** Partner reserves the right to refuse admittance or exclude User from Services if User does not meet the eligibility requirements, or if Users participation puts User or others at risk. In these cases, the price paid cannot be refunded.
- 4. Partner Responsibilities**
- 4.1.** Partner must provide the Service(s) in the English language (or any other language agreed upon between User and Partner). Service(s) are to be provided in compliance with applicable national legislation, regulations and customs.
  - 4.2.** Partner must make sure that the Service(s) correspond(s) with the description of the Service(s) given on the Platform;
  - 4.3.** Partner must timely promptly and correctly inform User about all relevant information about the Service(s) such as but not limited to the need for a liability waiver and/or the need for additional insurance.
  - 4.4.** Partner is responsible for providing the Service(s) timely, correctly, safely (taking into account the nature of the Service(s)) and in a professional manner.
  - 4.5.** Service(s) are executed by skilled professionals which have received proper training and are in the possession of the permits and licenses necessary to execute Service(s) (if applicable);
  - 4.6.** No additional payment from User to Partner is required for the provision and execution of the Service(s)
- 5. Payment**
- 5.1.** Parties are aware of the fact that Daytrippi invoices User on behalf of Partner and shall pay Partner on behalf of User after having received payment from User.
  - 5.2.** Invoices will exclusively be sent to User via Daytrippi by e-mail in an electronic document. By accepting the general terms and conditions parties explicitly agree to this way of invoicing.
  - 5.3.** All amounts referred to in agreements or offers to User are inclusive VAT.
  - 5.4.** If User does not pay for Service(s) or revokes payment, all claims to provision of the Service(s) are lost. This will be regarded as a cancellation within four (4) till zero (0) working days and cancellation charges will apply.
- 6. Acceptance of Risk**
- 6.1.** User acknowledges that the Service(s) involves an element of risk and that Service(s) may be adventurous in nature and may involve a significant amount of personal risk. User hereby accepts all such risks.
  - 6.2.** Unless agreed upon otherwise insurance is not included. User is responsible for a sufficient insurance coverage. User is strongly encouraged to obtain suitable (medical and travel) insurance prior to execution of the Service(s).
  - 6.3.** No guarantees or warranties, express or implied, are made that the Service(s) will meet all of Users expectations.

## **7. Communication**

- 7.1.** All communication between Partner and User will take place via the Platform and/or via the e-mail addresses supplied via the Excursion Order Confirmation.
- 7.2.** All notices to be given to either party must be sent via the Platform.

## **8. Cancellation**

- 8.1.** In case of force majeure the execution of the Excursion Agreement is impossible without this being attributable to either party. Force majeure exists (amongst others) in the event of: wars, nature disasters, strikes, terrorist attacks, epidemics, revolutions and other acts or events which are beyond control of the parties. The parties will be considered exempted from liabilities for untimely execution of their obligations under the Excursion Agreement. A party must advise the other party as soon as possible about the existence of such circumstances. In the event of force majeure parties are relieved from their respective obligations deriving from the Excursion Agreement. Payments made by User for the provision of the Service(s) will be refunded. This is done under exclusion of any compensation for damages or other claims under what legal basis whatsoever.
- 8.2.** The User can cancel the execution of the Excursion Agreement before the beginning of the provision of Service(s) without stating reasons. In such event clause 8.3 applies.
- 8.3.** Users who have made a cancellation up to 5 working days before the provision of Service(s) receive a full refund. Users who have made a cancellation from four (4) till zero (0) working days before the provision of Service(s) receive no refund whatsoever.
- 8.4.** In case applicable law for the Excursion Agreement between User and Partner grants a right of cancellation in favor of User, User waives that right, to the extent permitted by law.

## **9. Changes**

- 9.1.** Changes of the scope of the Service(s) are principally possible by agreement of both parties; the exact contents, their notification, the corresponding execution of the Service(s) on the basis of these changes as well as the consequences of these changes on the Service(s) must be determined in writing.
- 9.2.** Each party must notify any changes immediately after receiving knowledge of the reason of the changes by the other party.
- 9.3.** Changes of the scope of the Service(s) by Partner, which become necessary after the conclusion of the Excursion Agreement, are permissible as long as the changes are not substantial and they are deemed necessary due to unforeseeable or unpreventable circumstances.

## **10. Personal Data**

- 10.1.** The personal and contact details of the User will only be used by the Partner for the purposes of proper execution of the excursion and if necessary, saved and kept in the files for taxation or any other administrative reasons. Unless agreed upon otherwise Partner is not entitled to use the personal or contact detail of the User for other purposes.

## **11. Termination**

- 11.1.** The Excursion Agreement shall be considered terminated when the Service(s) are fully executed by the parties or by their mutual agreement.
- 11.2.** After termination of the Excursion Agreement, all provisions that are meant to remain in effect remain in full force and effect. Such provisions include, but are not limited to, provisions with respect to choice of law and forum.

**12. Liability**

**12.1.** The Partner is liable according to applicable law. The liability is excluded to the extent permitted by applicable law.

**12.2.** Prior to the commencement of Service(s), the Partner may ask User to sign a liability release.

**13. Severability**

**13.1.** Each provision of the Excursion Agreement is severable and, if one or more provisions are declared invalid, the remaining provisions of the Excursion Agreement will remain in full force and effect.

**14. Applicable Law**

**14.1.** Except for derogative rules of statutory law, the law of the place of residence of Partner will govern all agreements between Partner and User, including the Excursion Agreement.