

Daytrippi General Terms and Conditions for Users

1. Definitions

In these General Terms and Conditions for Users 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 Platform”** or **“Platform”**: The platform of Daytrippi, www.daytrippi.com via which Users can book excursion and related services offered to them by Partner.
- 1.3. **“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*).
- 1.4. **“Excursion Fee”**: The amount payable by User (including any applicable taxes (VAT)).
- 1.5. **“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.
- 1.6. **“Service(s)”**: The Services offered by Daytrippi through its Daytrippi Platform solely exists of providing an online Platform which facilitates Partners to offer excursions and related services to Users, including the payment transaction between Users and Partners. The Services enable a Partner to upload content to the Platform regarding the excursions offered and enable Users to book an excursion with the Partner.
- 1.7. **“User(s)”**: The person(s) who book(s) an excursion of Partner via Daytrippi Platform.
- 1.8. **“General Terms and Conditions”**: This agreement, the Daytrippi General Terms and Conditions for Users.

2. Applicability of the “Daytrippi General Terms and Conditions for Users”

- 2.1. These General Terms and Conditions apply to all agreements and legal relations pursuant to which Daytrippi delivers Services to User, even if these services have not been described (not at all or not in detail) in these General Terms and Conditions.
- 2.2. Daytrippi may, in its sole discretion, provide User with updates of the Service and software used to provide the Service. Updates (if any) will be deemed to be part of the Services under this Agreement.
- 2.3. By making use of the Daytrippi Platform User declares to have carefully read these General Terms and Conditions and User agrees to the applicability of these General Terms and Conditions and the contents thereof. If User does not fully agree to the applicability and contents of these General Terms and Conditions, User is not authorized to use the Service.
- 2.4. 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.

3. Amendments of the “Daytrippi General Terms and Conditions for Users” and Services

- 3.1. Daytrippi reserves the right to change and modify the Daytrippi Platform, the Services and the General Terms and Conditions at any time, for example to make these comply with new legislation and/or European directives. The amended General Terms and Conditions will apply to the Services as from the commencement date that is specified by Daytrippi. The latest version of these General Terms and Conditions will be the one published on the Daytrippi Platform.

Therefore, Users will need to consult the Daytrippi Platform and, more specifically, the General Terms and Conditions on a regular basis. By continuing to make use of the Service after Daytrippi has placed a new version of the General Terms and Conditions on the Daytrippi Platform, you, as a User, declare to be aware of the contents of these General Terms and Conditions and to agree to their applicability.

4. Service

- 4.1.** Daytrippi delivers the Service 'as is'. Daytrippi does neither guarantee in any way, in so far as this is legally permitted pursuant to provisions of statutory law, that the Service, at any time, will be safe, available, free of defects nor that making use of the Service will meet Users wishes and requirements, including suitability for the intended purpose.
- 4.2.** Daytrippi is not a party to any agreements entered into between Partners and users, nor is Daytrippi a manufacturer or provider of any Excursions or related services or financial services.
- 4.3.** Daytrippi has no control over the conduct of partners and users, the Content uploaded to the Daytrippi Platform by Partners and the Excursions and related services provided by Partners and Daytrippi disclaims all liability in this regard.
- 4.4.** Daytrippi will be entitled to deny User access to the Service, at any time, without stating reasons and without prior explanation, or to block, restrict and/or remove, either for a shorter or a longer period of time or even permanently, User in the event User should act, to be determined at Daytrippi's discretion, in violation of these General Terms and Conditions, any statutory provision or any other applicable regulations or if this should be required for technical or security reasons, to be determined at Daytrippi's discretion, to prevent unauthorised access, loss or destruction of data, all of this without Daytrippi being held to any form of compensation towards User, unless Daytrippi's liability may not be excluded or restricted pursuant to provisions of statutory law.
- 4.5.** As a part of the Service User is able to enter into an Excursion Agreement for the provision of excursions and related services by Partner to User. User acknowledges that Daytrippi is not responsible for the provision of excursions and related services by Partner to User. Daytrippi merely facilitates the negotiations between User and Partner.
- 4.6.** User is obliged to verify if the excursion(s) and related services that User books via the Service comply with Users availability, wishes and requirements before entering into an Excursion Agreement
- 4.7.** In the event User enters into an Excursion Agreement via the Daytrippi Platform. User is obliged to comply with all the obligations deriving from the Excursion Agreement and indemnifies Daytrippi and will hold Daytrippi completely harmless from all claims, whether from a Partner and/or a third party, deriving from or related to the Excursion Agreement.

5. Access to Service

- 5.1.** User guarantees that all data and information User supplies to Daytrippi is both correct and complete.
- 5.2.** Users who have not reached the age the applicable statutory legislation stipulates for them to have reached to be legally competent, will not be entitled to use the Service unless explicit permission has been granted by their parents or any other legal representative.
- 5.3.** User will be responsible for maintaining secrecy with respect to the login name and password for the Daytrippi Platform.

6. Excursion Agreement

- 6.1.** User is aware and accepts that he will be solely responsible if he should fail to meet his obligations under the Excursion 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.

- 6.2. User is aware of, and agrees to, the fact that Daytrippi shall invoice User on behalf of Partner. All payments deriving from an Excursion Agreement shall be paid to Daytrippi.
- 6.3. Invoices will exclusively be sent to User by e-mail in an electronic document. By accepting the General Terms and Conditions User explicitly agrees to this way of invoicing.
- 6.4. Invoices can exclusively be paid via the payment methods offered by Daytrippi.
- 6.5. All invoices sent by Daytrippi are to be paid within the payment term specified on the invoice in question.
- 6.6. In the event User should fail to pay an invoice in time or in full, statutory interest will be due on the outstanding amount as from the date User is in default. If Daytrippi should feel compelled to give instructions to a third party for debt collection, a sum amounting to 15% of the sum to be collected will be due and payable by User for extrajudicial costs incurred by Daytrippi for this collecting procedure. All payments by or on behalf of User will first be set off against the interest due and the costs incurred and only then against the principal sum. The invoices themselves will be paid in order of first indebtedness.
- 6.7. All amounts referred to in agreements or offers are inclusive of VAT.

7. Intellectual Property Rights

- 7.1. All intellectual property rights to the Daytrippi Platform – including design material, source codes, screen lay-out, tools, API's – data bases, automated information, films, logos, trademarks, trade names, texts, graphs, pictures, audio files, multi-media files, but not limited to any copyright, trademark and database right, belong to Daytrippi, its licensors or other third parties. All rights in the Services and Platform not expressly granted herein are reserved. Intellectual property rights pertaining to any work will never be transferred to User in any way.
- 7.2. Daytrippi grants User a non-exclusive, non-transferrable and revocable right of use, which right cannot be sublicensed, to use the Daytrippi Platform for his own personal, non-commercial use in the context of the Service.
- 7.3. User will not be entitled to remove or change any intellectual property right notices from or in the works.
- 7.4. User grants Daytrippi a worldwide, non-exclusive, transferrable right, free of royalties and permitting sublicensing, to use the works and data which Users transmits to Daytrippi in the context of the Service, to change and adapt these works and data or to edit them in any other way, to make them public and/or to multiply them for the delivery of the Service in so far as this is permitted on the basis of the functionality of the Service, these General Terms and Conditions and applicable rules of statutory law.
- 7.5. 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:
 - 7.5.1. suitably modify the Daytrippi Platform or
 - 7.5.2. terminate the agreement.
- 7.6. 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 7.5 .

8. Privacy

- 8.1. Daytrippi uses data and information that User provides to perform the Service.
- 8.2. User guarantees that all of the requirements in respect of the lawful processing of personal data input by User within the context of the Service are met. Full responsibility for the data processed through the use of the Service by User rests with User. User guarantees that this data is not illegal or illegally obtained and that this data does not infringe the rights of third parties. User

indemnifies Daytrippi against any claim made by third parties, of whatever nature, in relation to the processing of this data or the execution of the Agreement.

- 8.3.** In order to use the Services, Users will be required to supply certain information about themselves when setting up a Daytrippi account, designating themselves as a User. Daytrippi has specified which information is required to use the Services. Daytrippi will use this information for the purpose of providing the Services.

9. Forbidden Content/Activities

- 9.1.** Users are solely responsible and liable for the content they upload and will refrain from uploading restricted content to the Daytrippi Platform. Users will be forbidden to make material available through the Daytrippi Platform if this material, in Daytrippi's opinion, is 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 content which infringes intellectual property rights.
- 9.2.** By submitting content through the Services or the Daytrippi Platform, the User grants Daytrippi a worldwide, non-exclusive, royalty free, sub-licensable and transferable licence to use, edit, modify, reproduce, distribute, prepare derivative works of, display, perform, and otherwise fully exploit the content in connection with the Daytrippi Platform and/or Services, including without limitation for promoting and redistributing part or all of the website or the Services (and derivative works thereof) in any media formats and through any media channels.
- 9.3.** The User represents and warrants that it has all rights to grant the licenses of Clause 9.2 without infringing or violating any third party rights, including without limitation, any privacy rights, publicity rights, intellectual property rights (including any copyright, patent, design right, trademark, trade secret or any other proprietary rights) or any other proprietary rights.
- 9.4.** Daytrippi does not claim any ownership rights of the content and has no obligation to review the Content and can in no way be held responsible for the content uploaded to the Daytrippi Platform or Services. Notwithstanding the foregoing Daytrippi can remove and/or block any content uploaded to the Daytrippi Platform or Services for any reason and without notice.

10. Third Party Content

- 10.1.** In the event the Daytrippi Platform should contain links to websites of third Parties or to applications and/or content of third parties, Daytrippi cannot be held liable towards User for the use, completeness, correctness, quality, availability, lawfulness and/or reliability of these sites, applications and/or content, unless Daytrippi's liability cannot be excluded or restricted under provisions of statutory law.
- 10.2.** User himself will be fully responsible for the use he makes of the sites referred to in article 10.1.
- 10.3.** For the use of content, applications and/or sites of third parties, User will have to consult the applicable terms and conditions in question.

11. Notice and Takedown

- 11.1.** Daytrippi will investigate any serious complaint that is based on alleged infringement of any right of a third party and will possibly take action, including the measures described in these General Terms and Conditions.
- 11.2.** A serious complaint as referred to under article 11.1 will at least contain:
- a.** an indication (URL) where the material is to be found on the Daytrippi Platform;
 - b.** an identifiable description of the material effecting the infringement;

- c. a statement describing the infringement and referring to the country in which the infringement is alleged to have occurred;
- d. the complainant's contact information;
- e. if the infringement concerns an infringement of an intellectual property right, a statement indisputably demonstrating that you are the intellectual property right owner of the material in question or that you have been authorised to act on behalf of the owner.

11.3. The complainant should carefully establish whether his intellectual property rights have actually been infringed and consult an expert if required.

11.4. Daytrippi will provide User with a copy of the complaint in anonymous form. User will be given the opportunity to react to the complaint in writing, stating reasons, within five (5) days following its receipt.

12. Order

12.1. To order a Partner to execute an Excursion, the User has to follow the online ordering process on the Daytrippi Platform.

12.2. The User has to pay the Excursion fee as indicated on the Daytrippi Platform. The User pays the full amount to Daytrippi whereby Daytrippi temporarily holds the Excursion fee on behalf of the Partner. Daytrippi will initiate payment of the fee due to the Partner from which Daytrippi will deduct a fee for its services. .

12.3. Payment is only possible by iDEAL, MasterCard and Visa Card.

13. Cancellations

13.1. In certain circumstances, Daytrippi may decide, in its sole discretion, that it is necessary or desirable to cancel a confirmed booking made via the Daytrippi Platform. Daytrippi may also determine, in its sole discretion, to refund to the User part of or all of the amounts charged to the User. You agree that Daytrippi will not have any liability for such cancellations or refunds.

14. Liability

14.1. In no event shall Daytrippi be liable for any damage arising out of or in connection with the User's access or use of the Services and the Daytrippi Platform, except to the extent liability for a failure to comply with an agreement with User or for any other matter may not be excluded or restricted pursuant to provisions of statutory law.

14.2. 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 User gives Daytrippi immediate notice of default in writing, setting a reasonable term in which the breach can be remedied, and Daytrippi still attributably 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.

15. Term and Termination

15.1. The agreement is entered into and commences when User creates an account on the Daytrippi Platform and ends when an account is removed. Parties will be entitled, at any time, to give notice of immediate termination of the agreement in writing and without having to state reasons.

16. Consequences of Termination

16.1. After termination of the agreement, User will no longer be able to use the Service. All obligations deriving from Excursion Agreements (if any), including payment obligations, remain in full force and effect.

16.2. Following the termination of an 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.

17. Miscellaneous

17.1. Waiver of any of the rights under any provision in these General Terms and Conditions will not be seen as a waiver of the rights under any of the other provisions in these General Terms and Conditions or in an agreement; neither will waiver of any of the rights on account of a failure to meet any provision in these General Terms and Conditions or in an agreement be explained as a permanent waiver of rights.

17.2. Daytrippi is entitled to sell and/or transfer the rights and/or obligations arising from the agreement to a third party. User hereby agrees to such a transfer.

18. Contact Details

18.1. Daytrippi B.V.

E-mail: info@daytrippi.com

Address: Nijverheidsweg 6, (2031CP) Haarlem, Netherlands

Chamber of Commerce number: 60770813

VAT identification number: NL854053086B01

Website: www.daytrippi.com

19. Choice of Law and Forum

19.1. Except for derogative rules of statutory law agreements between Daytrippi and User, including these General Terms and Conditions, will be governed by the laws of the Netherlands.

19.2. Except for derogative rules of statutory law, any dispute arising from or in relation with an agreement, including these General Terms and Conditions, will exclusively be settled by the competent Dutch court residing in Amsterdam, Netherlands.

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:

- 19.3. **“Platform”**: The platform of Daytrippi, www.daytrippi.com, via which (a) User(s) can book Services offered to them by (a) Partner(s).
- 19.4. **“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
- 19.5. **“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.
- 19.6. **“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 Platform.
- 19.7. **“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.
- 19.8. **“User(s)”**: The person(s) who book(s) and/or receives Services.

2. Excursion Agreement

- 20.1. 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).
- 20.2. 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.