

Terms and Conditions

The traveltruster is an online platform service for travel activities in the form of a website and app (including mobile). (hereinafter the "Platform").

The platform is published and operated by traveltruster B.V, a limited liability company incorporated under the laws of the Netherlands, and having its registered address at de witte Rieteweg 5, 7263SJ, the Netherlands (the "company" or "traveltruster").

traveltruster offers Platform users (hereinafter the "Users") a technical service linking Users who would like to research and book travel activities with qualified professional service providers (hereinafter the "Partners") offering and supervising such activities (hereinafter the "Service"). The Platform's sole purpose is to link potential customers and the Partners, with the latter using the Service and providing their activities independently and under their sole responsibility.

The Company does not partake in any manner in the contractual relationship formed between individual Partners and Customers for each and every confirmed reservation.

GENERAL TERMS AND CONDITIONS

The present General Terms and Conditions (hereinafter the "General Terms and Conditions" or the "GTC") shall define the terms and conditions governing use of the Service offered by traveltruster.

The present GTC shall cover only Platform use and Activities' reservation on the Platform by Users and shall not apply to the performance of said Activities and services by the Partners.

traveltruster reserves the right to modify the present GTC at any time, without prior notice, it being hereby agreed that such modifications shall not apply to a reservation that would already have been confirmed by a Partner. Therefore, the GTC are susceptible to being updated and modified at any time, and must be consulted periodically. They will apply from the time they are updated to all new uses of the Service.

Please note: Users hereby acknowledge and accept that browsing the platform as well as using the functional features and services offered by or on the platform, and in particular reserving an Activity through the Service, shall imply express, prior acceptance of the GTC. Should a User not accept all or part hereof, said User shall not be authorised to remain on the platform and shall not be authorised to use the Service.

MOST RECENT GENERAL TERMS OF USE UPDATE: 8 April 2022

ARTICLE 1 DEFINITIONS

Herein, the terms and expressions identified by a capital letter shall be understood as follows, whether used in the singular or plural.

"Activity": shall be understood as the activity or service offered for reservation by a Partner on the platform and, as the case may be, ordered by a Customer through the Service.

"Application": shall be understood as the Company's iPhone and Android traveltruster applications, including, where appropriate, updates and new versions thereof.

"Application Store": shall be understood as the application downloading platform such as the Apple App Store or Google's Android Market, through which the User has downloaded the Application.

“Content”: shall be understood as the information, texts, photographs, comments, and all other elements Users may communicate to traveltruster or input directly on the platform as part of the Partner assessment tool.

“Contract”: shall be understood as the contract formed between a Partner and a Customer through an order on the platform by the Customer for an Activity (or a Gift Certificate) with a Partner, under the terms described in the “Reservations and Payment” article.

“Customer”: shall be understood as a User, with a customer account, having concluded a Contract with a Partner.

“General Terms and Conditions of Use”: shall be understood as the present document, amended from time to time in accordance with the provisions of the “Modifications” article herein.

“Participant”: shall be understood as physical persons registered for participation in an Activity reserved through the platform. Participants may or may not be Customers.

“Partner”: shall be understood as the natural or juridical persons using the platform to offer Activities to Users/Customers.

“Platform”: shall be understood as the platform accessible through the connection on the traveltruster Internet platform or by downloading the Application.

“Service”: shall be understood as the technical service linking Users/Customers with Partners as described in the Preamble hereof.

“platform”: shall be understood as the platform accessible through the connection on the traveltruster Internet platform or by downloading the Application.

“User”: shall be understood as any physical person browsing the platform.

ARTICLE 2 SERVICE DESCRIPTION

Traveltruster offers a platform where partners can advertise and sell their services.

traveltruster offers, through the Platform, a technical service linking Users, Customers and Partners. This technical service is limited to connecting the customer and partner. The Partner is responsible for reservations, payments, refunds/cancellations. traveltruster is capable of offering the first line of support for Users and Customers as detailed in Article 13 of these General Terms and Conditions of Use.

By means of the Platform and the Service, Users can contact a Partner through one of the means of communication displayed on the platform. This contact may result in an activity booking with the partner.

The underlying Contract formed between the Partner and the Customer when booking an Activity through the platform shall be an autonomous contract in which traveltruster assumes no responsibility beyond what falls within the technical service as described above. The Contract shall be deemed formed upon acceptance by a Partner of a Customer’s booking request.

Consequently, Users must verify whether they effectively wish to commit, independently, to a contractual relationship with a Partner and are, in this regard, ready to assume all the consequences thereof, noting that the name of a Partner is at all times presented in full transparency on the platform.

Partners shall be solely responsible, with regard to Customers, for the performance of the services provided for in the Contract, as traveltruster shall assume no responsibility in this regard. Similarly, traveltruster shall not be responsible in any manner for a Customer’s behaviour with regard to a Partner.

ARTICLE 3 SERVICE ACCESS AND IDENTIFICATION

Users shall be personally responsible for implementing the computer and telecommunications resources provided for accessing the platform and the knowledge required for using the Internet and means needed to access the platform. Users shall remain responsible for their connection and equipment fees related to Internet access as well as using the platform and the Service.

Users wishing to reserve an Activity must create a User account or log in to their account if it has already been created. Account access is accomplished using a user login and password.

Users shall provide accurate information when registering on the platform.

Users shall also update such information in case of changes.

Users shall be solely responsible for maintaining the confidentiality of their user login and password.

In particular, Users shall be responsible for implementing the precautionary and safety measures required for protecting their password.

Users must immediately take all due steps should their password be revealed and/or in cases of fraudulent use thereof. In particular, Users must immediately change their password.

Users shall be solely responsible for the use of their user login and password. All access to a User account using the abovementioned user login and password shall be deemed, irrefutably, to have been performed by the User, as well as any modification or operation conducted on the User account following entry of said user name and password.

ARTICLE 4 RESERVATION AND PAYMENT

4.1 Activity Reservation Modalities

Users shall reserve Activities directly with Partners through one of the means of communication displayed on the platform.

Reservation Process

Activity reservation by a Customer with a Partner on the Platform shall be accomplished in accordance with the following:

- A contact in-between user and partner can result in a booking. In this regard, said Customer shall provide certain information to the Partner including, where appropriate, information regarding the physical condition, level, certification or license for each of the Participants;
- the Customer shall provide credit card or banking details to the partner in order to set up a payment pre-authorization using a secure payment system;
- the Partner shall confirm the booking to the user (by e-mail, whatsapp, text message, telephone), and shall have a maximum time frame of 24 hours to accept or refuse the reservation request;
- After the booking is confirmed by the partner, the Contract between the Customer and Partner is formed and agreed, and the amount corresponding to the Activity is debited in accordance with the payment preauthorization. The Customer shall be informed without undue delay;
- should the request be rejected, the payment preauthorization shall be canceled, with no Contract being formed between the Customer and the Partner. The Customer shall be informed without undue delay;
- In this case, traveltruster or the Partner reserve the right to offer the Customer another date or an alternative Activity.

It is hereby noted that generally speaking, the Activities proposed by Partners on the Platform are subject to the latter's availability. No request for compensation may be formed should a Partner not be available for an Activity, whether such request is addressed to the Partner.

It is hereby specified that the Customer shall have the option to cancel the reservation request as long as it has not been confirmed by the Partner. Such cancellation must be performed directly with the partner.

Reservation Summary

When the Contract in-between customer and partner is formed, the Customer shall receive a reservation confirmation for the reserved Activity. Such a reservation confirmation shall include the primary characteristics for the reserved Activity (number of people, place, date, time, meeting place, Partner name, Activity name, etc.).

The Customer, or one of the Participants, must remit the reservation summary to the Partner when the Activity begins.

The Customer hereby acknowledges having been informed and accepts that a reserved Activity may require modification and/or adaptation by the Partner due to weather conditions or other events beyond its control. The reserved Activity may even be cancelled under the terms specified in the "Cancellation" article herein.

4.2 Reserved Activity Payment

The Partner is responsible for collecting the price for the reserved Activity(ies).

User and Partner are free to agree upon the currency in which the payment will be made to the partner.

Should the currency of payment by the customer be different than the currency displayed on the platform for this activity, it is hereby specified that the price displayed and retained shall be the result of a conversion of the Activity price into the currency selected by the User or Customer.

In this case, the conversion rate applied shall be a market rate, calculated on the basis of the previous day's rate, calculated through a specialised service provider independent of traveltruster. Regarding payment, the reference rate shall be applicable on the reservation request date.

Customer payment in certain currencies may be subject to additional transaction fees, depending on the used bank or payment platform.

4.3 Modifications – Cancellation Activity Modification

Customers may request a Contract modification and in particular a change in the scheduled date for an Activity if such modification is possible pursuant to the Partner's Activity general terms and conditions.

Any conflict or difficulties arising in a modification or cancellation of a booking can be reported directly to: info@traveltruster.com. traveltruster shall contact the relevant Partner in order to attempt to negotiate such modification with the latter on behalf of the Customer.

Should the modification request be accepted by the Partner, a new reservation confirmation shall be issued and sent to the Customer mentioning the reservation's modified characteristics. Where appropriate, the partner shall proceed with the payment or reimbursement resulting from the reservation.

It is hereby specified that Partners shall not be required to accept a Contract modification request. Such requests, if accepted, may be subject to fees according to the Partner's Activity general terms and conditions.

Should the modification request be refused, Customers wishing to maintain their request must implement the cancellation procedure described hereinafter.

Cancellation by the Customer

The modalities for cancellation by the Customer, as well as the resulting fees are listed, for each Activity, in the Activity cancellation policy included in the description of the said Activity. Partner's ability to reimburse the Activity is strictly governed by the provisions of the applicable cancellation policy.

A Customer and/or Participant no-show on the day scheduled for the reserved Activity shall be handled as a last-minute cancellation and shall not give right to reimbursement.

Cancellation by the Partner

The Partner may cancel an Activity if circumstances beyond its control make Activity performance impossible or dangerous, such as poor weather conditions or an injured instructor. Partners shall inform Customer and/or Participant of such situations immediately or as soon as practically possible.

Where appropriate, the Partner may offer the Customer a change in the date selected for Activity performance. Should the Customer refuse said offer, the terms and conditions applicable for an Activity cancellation by the Partner shall apply, and the Customer may claim full reimbursement of the Activity price, excluding any indemnities.

Reimbursement of the sums paid by the Customer for said Activity shall be made without undue delay from the time information is received from the Partner regarding the cancellation. Said reimbursement shall be made by the Partner.

When a conflict arises in such cancellation in-between customer and partner, the customer, as well the partner may contact traveltruster through info@traveltruster.com and traveltruster will try to assist and help to resolve this conflict.

ARTICLE 5 PROVIDER ASSESSMENT

traveltruster has implemented an assessment system allowing Customers to assess Partners and the Activities they propose.

In order to publish an assessment or opinion regarding a Partner or an Activity, each Participant must be an adult, have a traveltruster account, and have effectively reserved and performed an Activity with such Partner.

The rating shall be on a scale from 1 to 5.

Customers may also enter comments online as part of this assessment. Customer assessments shall be under the Customer's sole responsibility, and the Company will assume no liability in this regard. Customers shall comply with applicable regulations and, in particular, objectively comment and assess the Activities and Partners and not express defamatory, harmful, or dishonest remarks regarding the Activities or Partners.

Moreover, assessments must be intelligible, exclusively cover the Activity being assessed, and the text content may not contain personal information (such as first and last names of individuals, telephone numbers, addresses), financial information, links to other web platforms, or any content that may give rise to a conflict of interest.

Moreover, Customers shall refrain from including any elements of a political or religious nature, or with sexual connotation in their assessments.

traveltruster moderates Clients' assessments with the goal of ensuring compliance herewith. To this end, each assessment may be subject to ex-ante moderation. The Company hereby reserves the right to contact a User if verification of an assessment is needed.

Users or Partners may request moderation of an online assessment by writing to: info@traveltruster.com and explaining the reasons for the request.

traveltruster reserves the right to not publish or delete any comment not in compliance with the above principles. In cases of repeated breach of the principles mentioned above, and after applying the procedures applicable to such breaches, the Company may suspend or terminate the account of any User committing such repeated breaches.

It is hereby specified that Partners shall enjoy a right of response which must be sent to the following address: support@traveltruster.com within a maximum of three months from the initial assessment publication date. traveltruster shall ensure the response's compliance herewith and all the points mentioned above before publishing it.

ARTICLE 6 SERVICE COST

The Service is offered without valuable consideration for Users and Customers, in that no fees shall be applied by the Company to Customers, as the latter shall only be responsible for paying the sums due to the Partner pursuant to the Contract.

ARTICLE 7 USER'S OBLIGATIONS AND COMMITMENTS

7.1 Compliance with Laws and Regulations

Users shall use the platform and the Service respecting the rights of third parties and with respect and courtesy with regard to the rights of Partners and the Company.

Users shall, when browsing the platform and using the Service, comply with applicable regulations.

In particular, Users shall:

- not use the platform or Service to receive services that contravene applicable regulations;
- not slander, insult, or denigrate a physical or legal person;
- not create user accounts with fictional identities; not falsify their own identity;
- not harm others by using the platform or the Service, and in particular not steal the identity of a third party, and not, more generally, use third party's data;
- not use the contact information obtained through the platform or the Service in order to disseminate unsolicited or unauthorised mail regardless of the form of communication or solicitation;
- not use the contact information obtained through the platform or the Service to disseminate computer viruses or similar threats;
- not harm the Partners' or Company's reputation, or traveltruster's brand image;
- not disrupt or allow interruption on the platform;
- not harm or attempt to harm the services provided by one or more of the Company's contractor or partners and in particular the hosting company, including, non-exhaustively, exposing the platform to a virus, creating saturation, flooding the server, or saturating the messaging system with emails;

- not access or attempt to access data not intended for Users or enter or attempt to enter any part of the server hosting the platform, in a private User space, and/or access or attempt to access all or part of the data Users are not authorised to access;
- not probe, scan, or test a system's or network's vulnerability, or breach the platform's or all or part of a Service's security or authentication measures, or attempt to illicitly access the networks and systems connected to the platform;
- not upload to the platform, display, or send by e-mail or any other means, any element containing software viruses or other codes, files, or computer programs designed for or with the effect of interrupting, destroying, or limiting the functionality of any computer software or hardware or any telecommunications equipment.

7.2 Responsibility and Obligations Related to Activity Reservations

With regard to reserving and performing Activities, Customers and Participants shall:

- ensure they fulfil the necessary conditions, where appropriate, mentioned in the Activity description (physical condition, certificate, practice level, licence, etc.) before reserving an Activity; otherwise the Partner may refuse the Customer's or Participant's access to the Activity without reimbursement;
- ensure the accuracy of the information provided for the Activity reservation with the Partner; otherwise, the Partner may refuse access to the Activity;
- strictly comply with the Partner's instructions and rules, before, during, and after performing the Activity, in particular with all rules and instructions providing for ensuring the Activity takes place under optimally safe conditions;
- arrive on-time at the place provided and indicated on the reservation summary. Being more than 15 minutes late may result in reservation cancellation as per the Partner's terms and conditions for the said Activity and indicated on the reservation summary.

It is hereby specified that any activities performed outside or alongside the booked Activity shall not be under the Partner's or the Company's responsibility.

It is also hereby specified that traveltruster does not have the technical means of verifying whether a Customer or Participant has the physical condition, experience, licence, certificate, or level sufficient to perform an Activity.

As such, it is hereby expressly specified that Customers and Participants shall reserve and participate in Activities under their own responsibility, taking into consideration their level, physical condition, experience, limits, and the risks inherent in taking part in an activity with any kind of risk involved.

To this end, neither Partners nor the Company shall be held liable for injuries, accidents, or deaths while performing an Activity.

7.3 Guaranties

Users shall hold the Company harmless against any conviction against it resulting, directly or indirectly, from the User's use of the platform or Service.

Users shall reimburse the Company all sums it may be called upon to outlay in such a situation, whether following a legal decision or under the framework of a transaction.

7.4 Insurance

Customers are hereby informed of the obligation, for themselves and all Participants, of being correctly insured for civil liability while performing the activity and is responsible this insurance is valid in the country where the activity is performed. It is hereby specified that the Activities offered on traveltruster's platform, do not include personal accident insurance.

It shall be each Participant's responsibility to ensure their insurance coverage is sufficient and, if necessary, take out suitable protection with the insurance company of their choice.

On the platform, the Company may list "risky" activities. Customers are hereby reminded that supplementary personal accident insurance (assistance and repatriation) is strongly recommended for this type of activities.

ARTICLE 8 EVIDENCE AGREEMENT

Users hereby expressly accept that all electronic data, regardless of medium, in particular connections logs, computer files, logins, time stamping data, messages, e-mails, and others, emanating from the Company's information system and those of its subcontractors and partners shall be fully enforceable against them.

Users shall not contest the admissibility, validity, or enforceability of such elements of proof due to their dematerialized nature and acknowledge that such elements shall stand as evidence of the actual operations.

Therefore the elements in questions shall constitute evidence and, if produced by the Company in a litigious procedure or other, shall be admissible, valid, and enforceable between the parties in the same manner, under the same conditions, and with the same probative force as any document drafted, received, or retained in writing on paper.

ARTICLE 9 PROPERTY

9.1 Rights to the platform and the Service

The platform, the Service and the data they contain are protected by intellectual property law.

Therefore, unless stated otherwise, the intellectual property rights to the documents and all data of any kind contained in the platform and the Service and in particular to each of the elements composing the platform and the Service (images, animated or not; illustrations; photographs; sounds; know-how; architecture; texts; graphic items; etc.), including the software and databases shall be the Company's and its Partners' exclusive property (hereinafter the "Protected Elements").

The Company shall not grant any licence to all or part of the Protected Elements or any right other than that to view the platform and use the Service.

Reproduction in whole or in part of the platform and/or the Protected Elements shall be authorised for the sole purpose of information for personal and private use of the platform.

Any reproduction and any use of copies created for other purposes, in any manner whatsoever and in any form whatsoever, shall be expressly prohibited, without prior written consent from the Company.

It is also prohibited to:

- copy, modify, create a derivative work, assemble, decompile (except for cases provided for by law), sell, assign, sub-license, or transfer in any manner whatsoever any rights regarding the Protected Elements;
- modify all or part of the Protected Elements in order, in particular, to obtain unauthorized access to the Service or access the platform by means other than the User interface provided by the Company for this purpose;
- access or use the Protected Elements diverting the platform's purpose, principles, or terms of use whether directly or indirectly.
- Consequently, any reproduction and/or representation, in whole or in part, of the platform, Service, and/or Protected Elements, without the Company's prior written consent shall be

prohibited and constitute counterfeit sanctioned, in particular, by the French Intellectual Property Code.

9.2 Rights to the Application

The Company hereby grants the User, without valuable consideration, a personal, non-exclusive, non-transferable license to use the Application as object code.

No other right shall be granted with regard to the Application. In particular, the Company reserves the right to correct and modify the Application, without making any commitment to the User in this regard.

Enjoyment of the present license shall be strictly limited to use for enjoying the Service and may be called into question without notification by the Company in cases of non-compliance by the User of the terms hereof.

The terms hereof shall be supplemented and clarified in the license terms included in the contract pursuant which the User is bound to the Platform.

Users hereby acknowledge that the terms hereof bind them to the Company. In this regard, Users shall comply with these terms and shall be liable, with respect to the Company, should they not respect these terms.

9.3 Rights Regarding Distinctive Signs

All brands, logos, and other distinctive signs appearing on the platform and Service, including domain names, shall be the Company's and its partners' exclusive property. traveltruster is a trademarked brand. Any use, in any manner whatsoever, of said brands and/or logos and/or any other distinctive sign shall be subject to prior written authorization from the Company or its Partners or other partners holding the relevant rights.

Users hereby acknowledge the Company's and its partners' rights regarding said distinctive signs and shall refrain from any use thereof and more generally infringing the Company's and its partners' intellectual property rights.

Users hereby acknowledge that any violation of such rights would constitute a prejudice for the Company and/or the Partners and/or its partners, in particular in terms of damage to their image.

9.4 Comments and User Content

Users hereby cede to the Company all intellectual property rights to the Content required and sufficient to allow the Company to publish online and disseminate all or part of the Content on the platform.

The rights ceded in this regard shall include, in particular: reproduction, representation, transmission, translation, distribution, use, and where appropriate modification and translation rights for media of all types. Said rights shall be ceded without valuable consideration, for the entire world and for the duration of the Content's protection by intellectual property laws and authorise publication online by means of any technical process, known or future.

Users hereby guarantee they hold sufficient property rights to the Content to authorise such online publication and shall bear sole responsibility regarding the Content's legal compliance. In this regard, Users shall ensure the Content published online does not infringe upon third party rights, in particular intellectual property rights.

Users shall hold the Company harmless against any claims or legal actions related to publishing the Content on the Platform.

ARTICLE 10 CONSEQUENCES OF NON COMPLIANCE WITH THE GENERAL TERMS OF USE

The Company reserves the right, in cases of non-compliance by a User with one of the obligations mentioned herein, to suspend or exclude the User from enjoying the Service.

Such possibilities shall be without prejudice to the Company's possible liability remedies against said User.

ARTICLE 11 MODIFICATIONS

11.1 platform and/or Service Modifications

Users hereby acknowledge that the Company shall be free to develop the platform and/or Service at any time and at its sole discretion.

Any modifications that may be made to the platform and/or Service shall be under the Company's sole arbitration.

11.2 Modifications to the General Terms and Conditions of Use

The Company reserves the right to adapt or change the GTC at any time.

In cases of substantial modification, Users shall be informed by any means, at the Company's discretion, such as, for example, being displayed upon connecting to the platform.

Any use of the Service following such modification shall be deemed as acceptance of the modifications.

ARTICLE 12 RESPONSIBILITY

12.1 platform and Service Access and Operation

The Company shall be subject to a best effort obligation. The Company shall provide the Service as a good, diligent professional.

Users hereby acknowledge that, notwithstanding all the resources the Company implements, the Internet and telecommunications networks present technical specificities implying the impossibility of guarantying (i) correct platform and Service operation, in particular in terms of uninterrupted platform access continuity, platform and Service performance such as, for example, response times for the various requests and actions submitted and (ii) platform and Service security, in particular in terms of the presence of viruses.

Moreover, Users are hereby informed and accept that operating the platform and the Service require that the Company perform technical servicing, in particular as part of maintenance operations. As such, the platform and the Service may be temporarily suspended, in particular in cases of system breakdowns, maintenance, repairs, or updates.

The Company shall not be held liable for any damage Users may incur due to using the platform or the Service and, in particular, any damage resulting from the platform's unavailability and, in particular, technical issues.

12.2 The Company's Responsibility Perimeter

The Company provides a technical service linking Users, Customers and Partners.

Partners are solely liable with respect to Customers and Participants for the correct performance of the Activities offered for reservation on the platform.

The Company shall not be held liable in any manner for total or partial non-compliance with an obligation and/or poor performance by a Partner with regard to the execution of an Activity.

Consequently, the Company shall not be held liable in cases of poor performance or non-performance, in whole or in part, of Partners' obligations.

The Company shall also not be held liable for the acts of a Participant while performing the Service. Customers and Participants shall not take action against the Company with regard to issues of performance, non-performance, or poor performance of an Activity.

Users shall be personally responsible for acceptance of the General Terms and Conditions of Use by Participants whom the User is responsible for registering for an Activity.

12.3 Responsibility Limitations

The Company shall only be held liable in case of breach, proven by a User or Customer, of its contractual obligations in the execution of the linking Service. The Company shall only be liable for damages resulting from breaches directly and exclusively under its responsibility.

Should the Company be liable towards a User, the Company shall be responsible for the direct damage incurred by such User and proven thereby within the limits, for the duration of the contractual relationship and for all incidents, of an overall sum corresponding to a maximum of €500.

The Company shall not be held liable for indirect damages.

The present clause shall be applicable regardless of the legal basis for the request, including if it is based on negligence, an erroneous statement, or contractual breach.

No notification of a grievance may be made by one of the parties against the other more than six (6) months after the date of the events constituting the grievance have been discovered or should have been discovered.

The Company shall not be held liable, generally speaking, in the following cases: (i) an act by a User, Customer, Participant, or Partner, or (ii) cases of force majeure, or (iii) acts by third parties and in particular non-operation, malfunction, inability to access or difficulties using or receiving the Internet, or (iv) consequential or non-consequential damages regarding services other than the Service delivered by the Company in accordance herewith, or (v) due to the content, nature, or characteristics of the products and/or services provided by a Partner to a Customer.

ARTICLE 13 COMPLAINTS

traveltruster is concerned with its Customers' experience and would like to offer a pleasant and quality experience.

Therefore, in cases of issues when reserving an Activity or during its performance by the Partner, the Customer or Participant may

- send an e-mail to info@traveltruster.com;
- or contact us directly on +31 615 556 395 (English or Dutch) or +31 648 240 477 (English).

In cases of difficulties with a Partner, traveltruster shall contact the latter in order to attempt to settle the issue on behalf of the Customer, on a best-effort basis.

In the scenario where a client wishes to obtain partial or total reimbursement, such reimbursement – if accepted by the Partner – will be processed by the Partner.

Participants may also use the Platform's assessment system, in compliance with the rules listed in Article 6 hereinabove.

Moreover, while traveltruster takes issues encountered by its Customers and Participants with Partners or with respect to Activity performance seriously, traveltruster shall not be held liable in any manner whatsoever in case of non-compliance in whole or in part with an obligation and/or poor performance by a Partner with respect to the execution of an Activity.

ARTICLE 14 PERSONAL DATA PROTECTION

With respect to the rights and obligations regarding using and protecting personal data, Users are hereby invited to consult the Privacy Policy accessible online on the platform.

The Privacy Policy represents an integral part of the GTC.

ARTICLE 15 LINKS

Any creation of links to the platform, framing the platform, and more generally any use of a component element of the platform shall be subject to prior written consent from the Company and may be revoked at any time at the Company's sole discretion.

The Company reserves the right to (i) request deletion of any link to the platform that has not been or is no longer authorised and (ii) request damages as remedy for the prejudice incurred therefrom.

The platform may contain links directing to other Internet platforms or other Internet sources. In so far as the Company cannot control such platforms or external sources, the Company shall not be held liable for making these platforms and sources available, and shall not be held liable for the operation, content, advertisements, products, services, or any other information or data available on or from such platforms or external sources.

Establishing such links shall not imply that the Company sponsors or recommends the linked platform in question or that the Company is affiliated therewith.

Moreover, the Company shall not be held liable for any damage or loss, actual or alleged, following or in relation to using or the act of trusting the content, the goods, or services available on such platforms or external sources.

ARTICLE 16 GENERAL PROVISIONS

Should one or more provisions herein be held invalid by a law or regulation or found to be so by a final decision from a competent jurisdiction, they shall be deemed unwritten; the other provisions hereof shall retain their full force and scope.

The fact that one of the parties has not demanded application of a given clause, whether permanently or temporarily, shall not, under any circumstances, be deemed as renunciation of said party's rights resulting from said clause.

ARTICLE 17 APPLICABLE LAW – DISPUTES

The present General Terms and Conditions of Use are governed by and must be interpreted under the Dutch law.

Any dispute regarding the interpretation, execution, or termination hereof shall be under the sole competence and jurisdiction of the courts of the Netherlands.

It is further reaffirmed that the autonomous Contracts formed between Partners and Customers when reserving Activities shall be governed by the law applicable to each case in question.