

## Tourvance Terms & Conditions

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### 1 Definitions

Website	Online software as a service (SAAS) website provided by Tourvance, which allows Tourist Guides and Local Businesses cooperate
Account	An account of Local Businesses or Tourist Guides at Tourvance.com
Users	Local Businesses and Tourist Guides users of the Website
Local Businesses	A registered company that operates in food or retail industry
Third Party Providers	Independent Tourist Guides using Tourvance website to find suitable Local Businesses
Third Party Services	Services provided by independent Third Party Providers such as a mediation of end customers or consumers – mostly tourists
Commission	The amount of funds consisting of a Tourvance Service fee and TPPC
Tourvance Service Fee	A payment for Tourvance Services
TPPC	Third Party Providers Commission
Visit	A visit of a registered Tourist Guide in a registered Local Business.
CNB	Czech National Bank
Receipt	Evidence of payment issued by a Local Business
SEPA	SEPA (Single Euro Payments Area) is an international payment instrument for quick transfers of funds inside the SEPA zone

VAT Value added tax

**Receipts/visits statutes:**

Uploaded	Receipt has been uploaded on Tourvance website by a Tourist Guide and is ready for an approval by a Local Business
Approved	An approved receipt by a Local Business. At this stage the Local Business is obliged to pay the Commission to Tourvance calculated from the approved
Processed	A fully paid Commission to Tourvance bank account by a Local Business
Completed	TPPC is paid to a Tourist Guide

## 2 Contractual Relationship

These Terms & Conditions govern the Services made available by Tourvance.com (hereinafter Tourvance) to You.

**PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING OR USING THE SERVICES.**

Your access and use of the Tourvance Services are subject to these Terms, which You must read, understand and agree to prior to Your access and use of the Services. Your agreement to these Terms establishes a contractual relationship between You and Tourvance. If You do not agree to these Terms, you may not access or use the Services. These Terms expressly supersede prior agreements or arrangements with You and Tourvance.

Tourvance is a brand being used by Travel Works, s.r.o. (a private limited liability company), Holýšovská 2923/4, Stodůlky, 155 00 Prague 5, company registration number (IČO): 07968329, which is registered in the Register of Companies of the Municipal Court in Prague, the Czech Republic, section C, entry 310703.

Tourvance may amend these Terms from time to time. Amendments will be communicated to You. When accessing or using the Services You consent to be bound by the Terms, as amended at the time You use the Services. You acknowledge that You are and remain free at all time to use or not to use the Services.

The collection and use of your personal information by Tourvance in connection with the Services are provided in [Tourvance Privacy Policy](#). Tourvance may provide any necessary information (including Your contact information) to a claims processor or an insurer if there is a complaint, dispute or conflict, which may include an accident, involving Local Businesses and a Third Party Provider whose Third Party Services are offered through the Website and such information or data is necessary to resolve the complaint, dispute or conflict.

## 3 Tourvance Services

Tourvance Services constitute a technology platform (the Website) that connects Tourist Guides (hereinafter Third Party) with Local Businesses via the Website. You acknowledge that Tourvance is not a direct provider of Third Party Services. Third Party Services are provided by Tourist Guides

(Third Party Providers) that are **not** employed by Tourvance. **Both parties, Local businesses and Tourist Guides, register to use Tourvance Services in order to make income by this economic activity.**

## 3.1 Third Party Services and Content

The Services are available or accessed in connection with the Website ([www.tourvance.com](http://www.tourvance.com)). By using Tourvance You agree that the mediation of the guests or customers is allowed **only** through the Website. Other ways of mediation are prohibited and may affect your cooperation with Tourvance as described in section 3.3 Restrictions. Local Businesses recognize and acknowledge that Third Party provides them with new guests or customers. Local Businesses pay a Service Fee for Tourvance and Third Party Providers commission (hereinafter TPPC) for Third Party Services. Tourvance is not responsible for the quality of third party services and hospitality of the restaurants. **Local Businesses and Third Party provides agree and acknowledge that Tourvance can reach them out via Direct marketing.**

## 3.2 Ownership

The Services and all rights therein are and shall remain Tourvance's. Neither these Terms nor Your use of the Services convey or grant you any rights: (i) in or related to the Services except for the limited license granted above; or (ii) to use or reference in any manner Tourvance's company names, logos and service names, trademarks or services marks. If you are willing to use our name, logo, etc. you have to contact us on [info@tourvance.com](mailto:info@tourvance.com) and obtain a written permission.

## 3.3 Restrictions

You may not: (i) remove any copyright, trademark or other proprietary notices from any portion of the Services; (ii) reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services except as expressly permitted by Tourvance; (iii) decompile, reverse engineer or disassemble the Services except as may be permitted by applicable law; (iv) link to, mirror or frame any portion of the Services; (v) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Services or unduly burdening or hindering the operation and/or functionality of any aspect of the Services; or (vi) attempt to gain unauthorized access to or impair any aspect of the Services or its related systems or networks. (vii) you are not allowed to negotiate any other way of the mediation than via the Website ([www.tourvance.com](http://www.tourvance.com)). In case you do, your profile on the Website may be hidden until further notice or deleted.

## 4 Access and Use of the Services User Accounts

### 4.1 User account

In order to use Tourvance Services, You must register for and maintain an Account. Account registration requires You to submit to Tourvance certain personal information, such as Your business name, address, mobile phone number, Tax ID, Business ID, scan of ID (applicable to Third Party providers). You agree to maintain accurate, complete, and up-to-date information in Your Account.

You are responsible for the security and secrecy of Your Account username and password. Unless otherwise permitted by Tourvance, you may only possess one Account.

## 4.2 User Requirements and Conduct

**You must be a business entity** (registered Company, self-employed person, or other) to be able to use the Services and Third Party Services. You may not assign or otherwise transfer Your Account to any other person or entity. You agree to comply with all applicable laws when using the Services, and You may only use the Services for lawful purposes. You will not, in Your use of the Service, cause nuisance, annoyance, inconvenience, property damage, or engage in any other unlawful conduct, whether to the Third Party Provider or any other party. In all instances You are asked to provide proof of identity to access or use the Services, and You agree that You may be denied access to or use of the Service if You refuse to provide your proof of identity.

## 4.3 User Provided Content

Any User Content provided by You remains Your property. However, by providing User Content to Tourvance, You grant Tourvance a worldwide, irrevocable, transferable, royalty-free license, with the right to sublicense, to use, copy, modify, create derivative works of, distribute, publicly display, publicly perform, and otherwise exploit in any manner such User Content in all formats and distribution channels now known or hereafter devised (including in connection with the Services and Tourvance's business and on third-party sites and services), for the duration of such rights, without further notice to or consent from You, and without the requirement of payment to You or any other person or entity.

You represent and warrant that: (i) You either are the sole and exclusive owner of all User Content or You have all rights, licenses, consents and releases necessary to grant Tourvance the license to the User Content as set forth above; and (ii) neither the User Content nor Your submission, uploading, publishing or otherwise making available of such User Content nor Tourvance's use of the User Content as permitted herein will infringe, misappropriate or violate a third party's intellectual property or proprietary rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

You agree not to provide User Content that is defamatory, libellous, hateful, violent, obscene, pornographic, unlawful, or otherwise offensive, whether or not such material may be protected by law. Should Tourvance be informed of such User Content, Tourvance is entitled to review, monitor, or remove such User Content.

## 4.4 Network Access and Devices

You are responsible for obtaining the data network access necessary to use the Services. Your mobile network's data and messaging rates and fees may apply if You access or use the Services from a wireless-enabled device and You shall be responsible for such rates and fees. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services and/or the Website and any updates thereto. Tourvance does not guarantee that the Services, any portion thereof, will function on any hardware or devices. In addition, the Services may be

subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

## 5 Cooperation agreement

### 5.1 General provisions

Your account, registration and usage of the Website is provided to you by Tourvance and is free of charge for both Tourist Guides (Third Party Providers) and Local Businesses.

### 5.2 Local Businesses

#### 5.2.1 Terms of cooperation and payment

Local Businesses acknowledge and agree that **Commission** consisting of Service Fee for Tourvance and Third Party Provider's commission (TPPC) is established. The Commission is applicable only for successful visits made by Tourist Guides using Tourvance Website as a tool to be able to find a suitable local business. The Commission is counted based on **approved** receipts by Local Business in their Tourvance account. All receipts are calculated in EUR currency. Each Commission is counted from the total amount on the receipt(including taxes) paid for the hospitality by **the end customers** to the Local Businesses. All transactions are converted to Euros (EUR). You can read more about Exchange Rates in section 6. **Violation of these Terms and Conditions will result in cancellation of the cooperation.**

#### 5.2.2 The Commission

The Commission is set up based on negotiations between Local Business and Tourvance. The negotiated Commission is set up by Tourvance administrators. The Commission is effective from the moment of business account approval. In all cases the Commission needs to be an integer. The Commission is paid to Tourvance. It is possible to change the commission once a month and the change is effective from the first day of the following month. **The Commission is calculated as a spend of the end customer (amount to pay) times share negotiated between Local businesses and Tourvance.**

Illustrative example of the Commission:

<i>Total amount displayed on the receipt to pay</i>	<i>Negotiated % share</i>	<i>The commission (+VAT if applicable)</i>
400 EUR	12 %	48 EUR

VAT is applicable in commission payments where required by Czech law. Commissions from outside of the Czech Republic are processed in Reverse-Charge Mode (without VAT). The Date of taxable supply of the Tourvance Services is always the last day of the month. All payments shall be made in Euros (EUR) only.

#### 5.2.3 Approving the receipts

Local Businesses are provided with an overview of basic statistics, including all visits, sales, commissions, number of customers, guides, number of visits and number of visits to approve for selected date-range. Local Businesses must verify uploaded receipts by Tourist Guides on regular

basis. The Local Businesses have the right to either approve or deny the receipt. In case of denial, the visit is not approved and the TPPC is not paid to the Tourist Guide who uploads the receipt, nor the Service Fee for Tourvance. The Local Business must clarify why the receipt is rejected so that the Tourvance Customer Service can handle the issue. Common reasons for rejection of submissions as followings:

- the receipt belongs to the different Local Business,
- text on the receipt is unreadable,
- the amount in the system is different from the amount on the receipt,
- or any other fraudulent use of visits upload.

Receipts approval process needs to be finished by the **2<sup>nd</sup> day of the month** for the previous month (*for example: January visits need to be approved by Feb 2<sup>nd</sup>*). Tourist Guides are allowed to upload receipts that are not older than previous month. If the receipt issued last month is uploaded in the current month, it is rolled over to the current month (*for example: Local Businesses approve all receipts till the Feb 2<sup>nd</sup>. On Feb 5<sup>th</sup> a new visit from January was added by Tourist Guide. Since January billing period is closed, this visit is rolled over to the February and needs to be approved or denied by Mar 2<sup>nd</sup>.*).

Tourvance has the right to hide a Local Business profile on the site listings if:

- the business does not want to approve the bill without a reason,
- it intentionally disagrees with the visits that has been made via evidence,
- Local Business is late with receipts approvals

Tourvance recommends Local Businesses putting a signature or a stamp on all receipts given to Tourist guides to make sure the uploaded receipts are authentic. This feature is set up by Tourvance Administrators.

#### 5.2.4 Invoicing

Local Business receives an invoice for approved visits by the 3<sup>rd</sup> day of the month for the previous month via e-mail (for example invoice for January visits is delivered by Feb 3<sup>rd</sup>). When the invoice is delivered via e-mail, it means it is received by Local Business. All invoices are processed electronically only. The invoice must be paid out within **14 days from the day the invoice was issued**. If the 13<sup>th</sup> or 14<sup>th</sup> day from the day the invoice was delivered is weekend or Czech National Holiday, the invoice must be paid by the day preceding the weekend or National Holiday. Local Businesses are able to pay the invoice via Wire transfer. If the payment is past due, the Local Business agrees and acknowledge that the late payment fee of 0,5 % per day from the amount owed can be claimed by Tourvance. The invoice is considered paid, when all funds are credited to Tourvance bank account, **or if you sent a proof from your bank of signed payment to Tourvance**. Any invoicing errors and other discrepancies have to be communicated immediately with Tourvance Customer Service via Skype ([info@tourvance.com](mailto:info@tourvance.com), Tourvance Customer Service) **or via e-mail support@tourvance.com**.

#### 5.2.5 Payment - Wire payment and transferring charges

Local Businesses shall make a SEPA payment only. SEPA payments are defined by the SHA payment option (bank charges shared between sender and recipient), which means that both the recipient (Tourvance) and payer (Local Business) pay their own bank's transfer fees. If the SEPA payment

is processed in other modes (OUR or YOURS) or the payment is made as International or in different currency, Tourvance reserves the right to charge the additional fee back in the following invoicing period to the Local Business. Tourvance is not responsible for any incorrect payment set up and businesses agree to fix it as soon as possible. **There is an exemption for Czech local businesses, which are allowed to pay invoices in CZK. Local businesses are not allowed to pay the Commission, nor the TPPC, directly to Tourist Guide in cash or in other way. In case Local businesses do it, and Tourist Guide accepts money, the cooperation with both subjects will be over and they will be deleted from the Tourvance platform and banned for ever.**

### 5.2.6 Additional functions

Local businesses can use additional functions such as requirement of a stamp on the receipt and capacity determination of local businesses. They can choose from two options – small or large. Small capacity means that small groups of maximum 12 people are welcome. On the other hand large capacity means that groups of 15+ people are not a problem. Additional functions can be set up just by Tourvance Administrators on demand.

## 5.3 Tourist Guides

Tourist Guides that Tourvance cooperate with are supposed to be either self-employed (which is preferred and recommended option) or natural persons if having no business identification number doing business based on other business authorization by local legal authorities. For the purposes of the cooperation agreement, Tour Guides are always and only considered as business entities.

All Tourist Guides are obliged to follow local Tax law, to declare income from Tourvance to local tax authorities if required by local tax law. Tourvance is not responsible for Tourist Guides' tax obligations, neither submitting nor paying the income tax for Tourist Guides. Make sure you declare your income if you meet your local tax law conditions.

If you register as a natural person without business identification number, you inform us about your resident taxpayer status in the Czech Republic so Tourvance can determine whether a withholding tax will be imposed on Tourist Guide's payout (read more in section 5.3.2 on this subject).

### 5.3.1 Terms of cooperation

Tourvance acknowledges and agrees that the Third Party Provider's commission (TPPC) for the Tourist Guide Services is established. The TPPC is applicable only for processed visits, in other words, the visits whose uploaded receipts have been verified, approved **and paid** by Local Business(es). A Tourist Guide is obliged to upload a recognizable and readable copy or a photo of the physical receipt from the Local Businesses as a proof to claim the TPPC before the approval, read more in section 5.3.3 on this subject. Tourvance is not liable for the receipts that are not approved by Local Business(es) and thus **unpaid**, or the approved receipts that are unpaid by Local Business. If the receipt is approved, but Tourvance does not receive the Commission payment on time from Local Business, the TPPC is rolled over to the following invoicing period. In case the Commission for the receipt is not paid by the Local Business it will not be paid to particular Tourist Guides.

The TPPC is calculated based on the total amount of **approved** receipts by Local Businesses and is converted to Euro currency (EUR) if necessary. The amount of TPPC is calculated as Commission

that Local Business pay to Tourvance minus Tourvance Service Fee. You can find the exact TPPC in a list or on a map in your Tourist Guide account. You can read more about Exchange Rates in section 6.

VAT is applicable in TPPC payments where required by law. TPPC payments from outside of the Czech Republic are processed in Reverse-Charge Mode (without VAT). Date of taxable supply of Tourvance Services is always the last day of the month (applies to VAT Tourist Guides payers). All payments shall be made in Euros (EUR) only.

Violation of these Terms and Conditions will result in cancellation of payments to Tourist Guide and cooperation. Actual accrue balance of Tourist Guide's TPPC will not be paid out and will be used as a fine of Tourist Guide violation against Terms and Conditions.

### 5.3.2 Tourist Guides registered as a Natural Person

If you are a Tourist Guide having no business identification number, you can use Tourvance by registering as a Natural Person. In this case you are asked to provide us with your Tax Residency status in the Czech Republic. If you register as a natural person having a tax residency in the Czech Republic, you meet one of the following conditions:

- You have a habitual abode on the territory of the Czech Republic and the residence you stay at should have a long term nature (such as flats, rentals etc.).
- If you spend more than 183 days on the territory of the Czech Republic a year.

If you are a Tourist Guide registered as a Natural Person **with** a Tax Residency in the Czech Republic, all invoices are fully paid. If you are a Tourist Guide registered as a Natural Person **without a** Tax Residency in the Czech Republic, a withholding tax of 15 % will be automatically deducted from your payout and you will receive 85 % of your commission (TPPC). This deduction is required by the local law in the Czech Republic. Tourvance issues an electronic invoice on behalf of Tourist Guides which consists of the full amount of the commission before a withholding tax is deducted. **Tourist Guides declare their status of Tax Residency. Any change in status of Tax Residency needs to be immediately communicated with Tourvance. Tourvance reserves a right to hold the payment in cases of suspected false information provided by Tourist Guide against evidence.**

### 5.3.3 Uploading the receipts

To claim the TPPC, Tourist Guides need to upload a photo of the receipt on the Website and submit it for approval. The receipts are approved by Local Businesses. Tourvance recommends Tourist Guides to upload every receipt on the day of the visit or as soon as possible. The Tourist Guides are advised to upload remaining receipt still the end of the month to claim the TPPC. Tourist Guides are allowed to upload receipts that are not older than previous month. If the receipt issued last month is uploaded in the current month, it is rolled over to the current month. The closing date for the receipts helps to secure all parties of the Service.

If a Tourist Guide disagrees with the outcome of an approval process decision made by the Local Business, Tourvance Customer Service can deal with the denials primarily via Skype (or e-mail [info@tourvance.com](mailto:info@tourvance.com)). Tourist Guides are provided with an overview of all statistics, including the list of registered restaurants, all visits and TPPC. Tourvance has the right to block the Tourist Guide's account if the terms & conditions are violated or delete the account for repetitive violations of the terms & conditions.

## 5.3.4 Invoicing

Tourist Guides acknowledge and agree to give Tourvance a permission to issue the invoice for TPPC from Tourist Guide to Tourvance via Tourvance Website. All invoices are stored online and Tourist Guides have access to them. All invoices are processed electronically only. All invoices meet the Czech Republic and the European Union law requirements and can be used for Tourist Guide's tax evidence. The invoice for TPPC is issued on the 10<sup>th</sup> day of the month, **if they meet all conditions in section 5.3.5**. The invoice for TPPC contains approved and paid out visits only. This scenario (method) applies to an entrepreneurial **Non VAT Tourist Guide payer registered in the Czech Republic and other entrepreneurial Tourist Guides registered outside of the Czech Republic**.

If the entrepreneurial Tourist Guide becomes a VAT payer registered in the Czech Republic, he/she must acknowledge Tourvance immediately. Otherwise it could significantly change the TPPC that is paid to the Tourist Guide. Tourvance reserves the right to decrease the TPPC by applying a VAT required by law.

## 5.3.5 Threshold of the TPPC

The threshold of the TPPC is 100 Euros (EUR). If the TPPC is below the threshold, it is rolled over to the next month and an invoice is not issued. When the TPPC reaches the threshold, the invoice is issued and is paid through SEPA payment to the Tourist Guide's bank account, which is provided in Tourist Guide's account on Tourvance Website. Tourvance reserves to right to hold the payment in situations when (i) the bank account is not filled up, (ii) the threshold is not reached, (iii) any business identification (like company ID, name, address) is not filled, (iv) there is an official complaint any party including the authority of the Czech Republic or the EU. **When the TPPC payment is sent, status appropriate visit is changed to Completed**.

If the payment is past due by Tourvance, Tourist Guides agrees and acknowledges that the late payment fee is not applied to Tourvance excluding the statutory interest of the Czech law. If the receipts are approved by Local Businesses, but Local Businesses do not pay the Commission to Tourvance on time, TPPC cannot be paid to Tourist Guide. In this case TPPC is rolled over to the next month and paid to Tourist Guide in the following billing period once the commission is paid by Local Business. Any invoicing errors have to be communicated immediately with Tourvance Customer Service primarily via Skype ([info@tourvance.com](mailto:info@tourvance.com), Tourvance Customer Service).

There are two options of the payment methods (SEPA payment and PayPal payment) and Tourist Guides must select the primary one. You can set up your primary payment method in the settings of Your account (Settings -> Payments).

## 5.3.6 Wire payment and transferring charges

Tourvance shall made a SEPA payment only to pay the obligations to Tourist Guides in Euros (EUR). SEPA payments are defined by the SHA payment option (bank charges shared between sender and recipient), which means that both the recipient (Tourist Guides) and payer (Tourvance) pay their own bank's transfer fees. Tourvance is not responsible for the recipient's bank charges for incoming payments.

If the payment bounces back to Tourvance bank account and the bounce back is caused by wrong information provided by Tourist Guide (for example wrong bank account number), Tourvance has the right to deduct all bounce back fees in the next payment period on Tourist Guides behalf.

## 5.3.7 PayPal Payment

Tourist Guides can use their PayPal account as an option for TPPC payouts. PayPal payments do not have any threshold and they are processed with any amount higher than 1 Euro (EUR). Tourist Guides acknowledge and agree that Tourist Guides cover PayPal incoming payments fees. We highly recommend using SEPA payments as a primary payment option for higher TPPC payouts.

## 6 Exchange rates

Tourvance uses daily central exchange rates for money conversions, which is based on the Czech National Bank Central bank exchange rate fixing available at [CNB.cz](http://CNB.cz), or [CNB.cz - Central Bank Exchange Rate](http://CNB.cz). The exchange rates are used for conversions from Local Businesses' local currency to Euros (EUR) if necessary.

### 6.1.1 Exchange Rate used for a Visit

The daily CNB exchange rate is used when a copy of the physical receipt is uploaded via Tourvance Website. The reference date for Exchange Rate (last currently available) is displayed on uploaded receipts, it is the date when the receipt is issued, **NOT** uploaded. If the direct Exchange Rate is not listed at [CNB.cz](http://CNB.cz), the Vehicle-Currency is Czech Crown (CZK) only (for example conversions between PLN and EUR will use vehicle currency CZK: PLN -> CZK -> EUR. The Commission, the Services Fee and TPPC is calculated in EUR).

### 6.1.2 Exchange Rate used for an invoice to Local Businesses

The invoice from Tourvance to Local Business is issued with a total amount of all approved receipts **by the last day of the previous month**. Tourvance uses the CNB CZK/EUR Exchange Rate, which is valid on the Day of taxable supply of the invoice.

### 6.1.3 Exchange Rate used for an invoice from Tourist Guides

The Tourist Guide invoice to Tourvance is issued with a total amount of all approved and paid receipts by the 10<sup>th</sup> day of the month. Tourist Guides use the CNB CZK/EUR Exchange Rate, which is valid on the day, **when was the invoice issued**. All payments shall be made in Euros (EUR) only.

## 7 Refunds

Once a Local Business approves the visit and further processed – commissions paid out – the counted Commission paid by Local Businesses is final and non-refundable, unless otherwise provided by the Tourvance. Also, all the TPPC is final and therefore non-refundable.

~~Local Businesses are able to set up a recurrent payment so that Tourvance can deduct the funds directly from the credit or debit card attached to the Local Business Tourvance account.~~

~~In case the transaction is processed incorrectly, for example the Commission is paid based on inaccurate percentage rate, the transaction will be refunded by Tourvance to correct the Commission. In case the Commission on the invoice sent to the Local Business is lower in error, the difference is added to the following invoicing period.~~

## 7.1 Dispute

If you have any disagreements with Tourvance Services please contact us first, primarily via Skype (Tourvance Customer Service, [info@tourvance.com](mailto:info@tourvance.com)), e-mail ([support@tourvance.com](mailto:support@tourvance.com)) or phone. We will do our best to solve the issue as soon as possible. Tourvance reserves the right to start dealing with opened case within 3 days from the date the case was opened. Open cases require evidence. Tourvance can decide to close the case in favor of one or both parties, or to dismiss the close. Tourvance is committed to build and create fair business environment for all parties.

## 8 Interruption of cooperation

You acknowledge that You are free at all times to use the Website and/or the Services or not. You and Tourvance may terminate these Terms or any Services, if the other party violates the provisions of these Terms. When Tourvance terminates these Terms, you remain responsible for the payment of the Third Party Services provided to You through the use of the Services until termination. Furthermore, Tourvance may generally cease offering or deny access to the Services or any portion thereof if You fraudulently use Your Account or the associated Services, or if You fail to maintain accurate, complete, and up-to-date Account information, including but not limited to You having an invalid or expired payment method on file. In particular, if Tourvance is unsuccessful in charging to Your payment method on file the Charges that are due, Tourvance may suspend or remove all or part of Your access to the Service until the amount concerned is unpaid.

### 8.1 Local Businesses

Local Businesses can interrupt the cooperation with Tourvance without any notice period. Local Businesses undertake to manage all visits (approve or decline visits) that has happened before they decided to interrupt the cooperation. Therefore all Commissions before the date of interruption will be paid to Tourvance. Local Businesses must inform Tourvance about the interruption via e-mail using [support@tourvance.com](mailto:support@tourvance.com).

### 8.2 Tourist Guides

Tourist Guides interrupt the cooperation with Tourvance without any notice period. They must inform Tourvance about the interruption via e-mail using [support@tourvance.com](mailto:support@tourvance.com). Tourvance undertakes to pay out all TPPCs, which has been paid by Local Businesses, to Tourist Guides.

## 9 Disclaimers; Limitation of Liability; Indemnity.

Tourvance's liability is limited to the accessibility, content, use and proper functioning of the Services.

### 9.1 Disclaimer regarding Tourvance's liability.

The Services are provided "as is" and "as available." Tourvance disclaims all representations and warranties, express, implied or statutory, not expressly set out in these Terms, including the implied warranties of merchantability, fitness for a particular purpose and non-infringement. In addition, Tourvance makes no representation, warranty, or guarantee regarding the reliability, quality, suitability or availability of the Services or the Third Party Services or that the Services will be

uninterrupted or error-free. Tourvance does not guarantee the quality, suitability, or ability of Third Party Providers. You agree that the entire risk arising out of Your use of the Services or the Third Party Services remains solely with You, to the maximum extent permitted under applicable law.

## 9.2 Limitation of Tourvance's liability.

Tourvance is not responsible for Your business, tax or other consequences. Tourvance shall not be liable for indirect, incidental, special, exemplary, punitive or consequential damages, including lost profits, lost data, personal injury or property damage related to, in connection with or otherwise resulting from any use of the Services, even if Tourvance has been advised of the possibility of such damages. Tourvance shall not be liable for any damages, liability or losses arising out of Your use of or reliance on the Services or Your inability to access or use the Services. In no event shall Tourvance's total liability to You in connection with the Services for all damages, losses and causes of action exceed two hundred Euros (EUR 200).

## 9.3 Your liability toward Tourvance.

It is Your responsibility to take all appropriate measures to protect Your electronic equipment and the data stored on Your equipment from any damage caused by using internet.

You are liable for any damage suffered by Tourvance as a result of Your violation of these Terms, the use You made of the Services, the use by Tourvance of Your User Content, a violation of the rights of any third-party.

You agree to indemnify and hold Tourvance and its officers, directors, employees and agents harmless from any and all claims, demands, losses, liabilities, and expenses (including attorneys' fees) arising out of or in connection with: (i) Your use of the Services or Third Party Services obtained through Your use of the Services; (ii) Your breach or violation of any of these Terms; (iii) Your violation of the rights of any party.

## 10 Arbitration Agreement and Governing law

These Terms and conditions shall be exclusively governed by and construed in accordance with the laws of The Czech Republic. The Vienna Convention on the International Sale of Goods of 1980 (CISG) shall not apply.

All disputes arising from the present contract and in connection with it shall be finally decided with the Arbitration Court attached to the Czech Chamber of Commerce and the Agricultural Chamber of the Czech Republic by one arbitrator appointed by the President of the Arbitration Court in accordance with the On-line Rules of the Arbitration Court. The parties select the following e-mail addresses for the conduct of the on-line arbitral proceedings: [info@tourvance.com](mailto:info@tourvance.com) and the e-mail address attached to the Local Business or Tourist Guide Tourvance account.

If the Arbitration cannot be processed online via the reason of the Arbitration Court, still all disputes arising from the present contract and in connection with it shall be finally decided with the Arbitration Court attached to the Czech Chamber of Commerce and the Agricultural Chamber of the Czech Republic and therefore the place of arbitration shall be Prague, The Czech Republic. The language of the arbitration shall be in both cases Czech, unless You do not speak Czech, in which

case the arbitration shall be conducted in both Czech and Your native language. The existence and content of the arbitration proceedings, including documents and briefs submitted by the parties, correspondence from and to the Arbitration Court, orders and awards issued by the sole arbitrator, shall remain strictly confidential and shall not be disclosed to any third party without the express written consent from the other party unless: (i) the disclosure to the third party is reasonably required in the context of conducting the mediation or arbitration proceedings; and (ii) the third party agrees unconditionally in writing to be bound by the confidentiality obligation stipulated herein.

*Updated on 15 November 2019*

*Valid since 29 November 2019*

*Tourvance.com*