

## TERMS OF USE OF WOUTRIP

This agreement of Provision of Services (the “AGREEMENT”) sets out the legal binding terms between you (the “USER”) and Walloo Innovation, S.L., which is a Spanish company with social address in Avenida Juan Carlos I, Nº16, Entresuelo 1ºA CP 30800 Lorca (Murcia), with VAT B73917072 and registered in the trade register of Murcia in Volume 3168, Folio 29, entry 1 sheet number MU-89192 and email address for contact purposes [info@woutrip.com](mailto:info@woutrip.com) (hereinafter, the “WALLOO”) which operates and owns the domain woutrip.com (hereinafter, the “PLATFORM”).

The Portal is intended for publication, consultation and subject to all kinds of leisure activities.

If the provisions of this Agreement conflict with the Legal Notice shall prevail the provisions of this Agreement. If you want a printed copy of this Agreement, you can print a copy or download the file to your computer.

Woutrip reserves the right to add, modify and / or delete any of the terms of this Agreement at any time, by notice in the PLATFORM or email, entering into force of such requirements from the date of its publication in the PLATFORM. Continuity in the use of services by the USER after a notice of amendment implies acceptance of these changes.

The USER declares be over eighteen and warrant that you are authorized to enter into this Agreement on its own behalf. The USER declares that the registration data are current, complete and correct.

### 1. OBJECT

This Agreement is to regulate the terms and conditions applicable to service activities accessible through the PLATFORM (hereafter “Activities Service” or “Service”).

The Activities Service requires prior registration of USERS and allows them to publish and disseminate on the PLATFORM leisure activities for other USERS to enjoy the same prior reservation through the PLATFORM (hereafter “Activities”).

Hereafter, USERS who publish and disseminate activities in the PLATFORM will be called “LOCALS”. USERS who book and enjoy the activities will be called “TRAVELLERS”.

When making the reservation of an Activity through the PLATFORM, all agreement between the LOCAL and the TRAVELLERS will be effective between both parties and will not be part Woutrip. Woutrip limited to (i) facilitate access to the PLATFORM as a tool that allows LOCALS publish their activities and TRAVELLERS make reservations, and (ii) act as agent authorized to accept, on behalf of the LOCAL charges, payments that perform TRAVELLERS, which must be transferred to LOCALS.

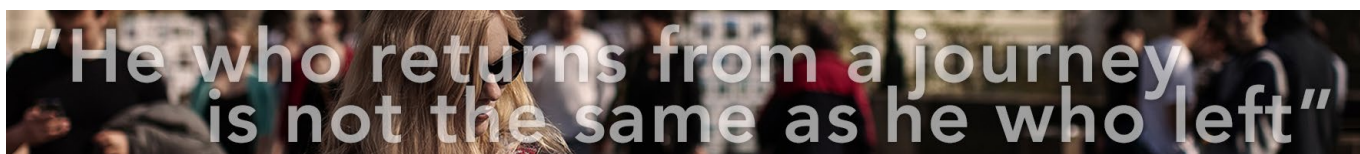
### 2. DURATION

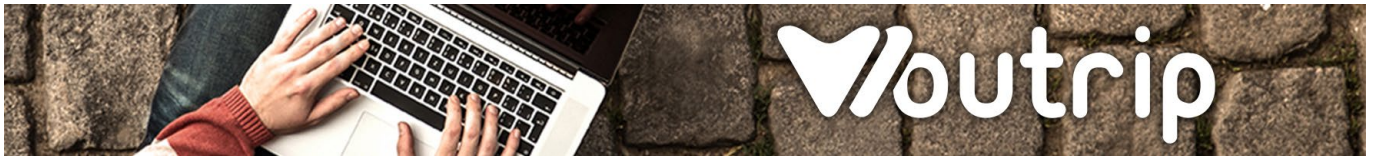
This Agreement shall enter into force upon acceptance by the USER and will remain in effect until either party notifies the other of its intention not to renew it.

### 3. PUBLICATION PROCESS AND RESERVATIONS OF ACTIVITIES

LOCAL may publish in the PLATFORM as many activities as they wish, that publications are free of charge.

For the publication of Activities, LOCAL must complete the information requested on the publication form of Activities (hereafter “FORM”) including, without limitation, title, location and description of the activity, public to whom it is addressed, LOCAL’S availability, itineraries, images and videos of the activity, as well as price and, where appropriate, additional expenses and discounts. WALLOO will proceed to review the Form submitted by the Local without assuming any responsibility for such review, as well as by any license, which the activity may require,





nor by the activities the Local finally decide to publish.

WALLOO will not publish those activities that violate the rules set in Clause 5, or when Woutrip becomes aware that infringe intellectual property rights or any other rights of third parties, or if it considers WALLOO in its sole discretion, provided they do not involves a discriminatory act against LOCAL.

TRAVELERS can book any of the activities in which they are interested. **Such reservations are subject to approval by the LOCAL, who must accept or reject it within a maximum period of 48 hours from the TRAVELLER has made the reservation.** Not respond to requests reservation within the provided term and repeatedly rejecting activities can result in disciplinary action against the LOCAL at the discretion of WALLOO. If the LOCAL reject the reservation, the TRAVELER will be reimbursed the total price paid.

At any time, LOCALS may modify the details of the activity or cancel its publication in the PLATFORM by sending an email to [info@woutrip.com](mailto:info@woutrip.com). Changes on the Activities will be effective for post-modification date of its reserves. The cancellation of the publication of the activity will not affect the TRAVELERS who have booked this activity at an earlier time.

Notwithstanding the provisions of the preceding paragraph, the amendments made in the price of the activity will take effect against TRAVELERS who book such activity provided that they are communicated to WALLOO in the manner indicated above with a notice period of 30 calendar days the date on which the activity is planned.

#### 4. REVIEWS ON THE ACTIVITIES

TRAVELERS can review about the activities to which they have attended.

Reviews about a particular activity or about the LOCAL that is published must be true, clear and useful for WALLOO and other USERS. No USER may be forced or coerced to perform opinions in a certain sense. If this happen, the TRAVELER must report to WALLOO team by sending an email to [info@woutrip.com](mailto:info@woutrip.com) and providing all the evidence that may consider appropriate.

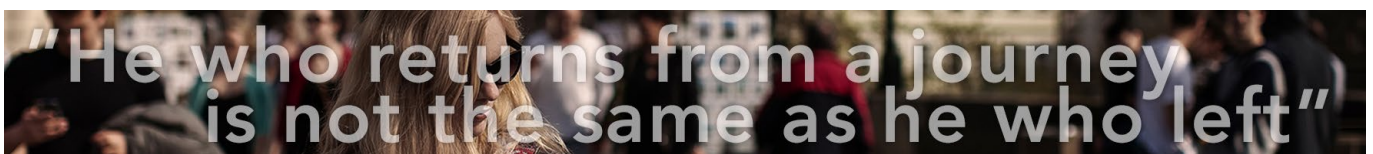
WALLOO not proceed to remove or edit the reviews of TRAVELERS, except in the event of: (i) a USER or any third party notifies you that they violate the prohibitions set out in Clause 5, or (ii) a court order is dictated or administrative order to remove certain reviews. Also, WALLOO reserves the power in the event that the AGREEMENT is terminated for any reason.

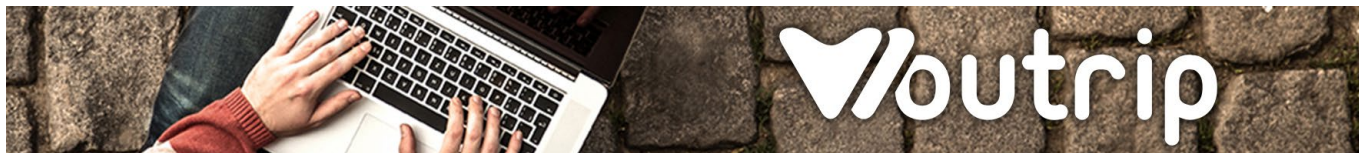
The Reviews are published in the PLATFORM along with the name and photograph, if applicable, the TRAVELER has done.

#### 5. PROHIBITIONS

Activities published by LOCALS as well as at the reviews of TRAVELERS do not may, but is not limited to, (i) involve the transmission of "spam", advertising or other commercial content, (ii) be about content that incites or support any illegal activity, (iii) directly identify other USERS without obtaining their prior informed consent, (iv) contain political, religious or social commentaries that are not related to the activity, (v) impersonate USERS, (vi) submit vulgar, obscene, libellous, slanderous, threatening, discriminatory, sexually explicit or incite hatred or physical or verbal violence, or (vii) contain references to other reserves other than the particular activity content.

USERS who have knowledge of the activities or reviews containing any of the prohibitions or any other illegal manner should make it known to WALLOO sending an email to [info@woutrip.com](mailto:info@woutrip.com). WALLOO investigates the fact and take appropriate measures, including the elimination of activity or review and, if necessary, termination of the Agreement with the USER who posted the prohibited activity or review.





The offender USER will be liable towards WALLOO of any penalty, punishment and / or fine courts or other competent bodies brought against WALLOO as a result of violation of this clause by the USERS.

## 6. PRICE AND PAYMENT

At the moment of reservation activity through the PLATFORM, the TRAVELER must pay the price and, if applicable, the additional costs LOCAL have set for the Activity. These amounts include applicable tax or VAT and other taxes applicable. Payment must be made through the PLATFORM in any currency that system support. If the TRAVELER accepts payment in currencies other than the Euro may incur conversion costs.

The price and, where appropriate, additional expenses and discounts applicable to the activity shall be published in the FORM. Additional costs and applicable discounts appear correctly disclosed. At any case, WALLOO charged additional amounts to TRAVELLERS that had not been published by the LOCALS prior to booking the activity.

**At the moment of booking, the price paid by the TRAVELER shall be withheld until 24 hours after completion of the activity.** Between 24 hours and 30 days after the completion of the activity, WALLOO transferred to LOCAL, through the medium of payment applicable, all amounts paid by TRAVELERS, previously **deducting the amount corresponding to 15% (plus VAT)**, as consideration for the use of the Service. LOCAL agrees that the amount transferred may be delayed for reasons beyond WALLOO.

The activities carried out through the section: List Your Trip > GroupActivity will have a lower commission (from 5% to 10%) as long as the activity exceeds 7 people booked and according to the following price per person:

Price Range (€)	Commission (%)
0-4	Manage in cash
5-25	10%
26-50	8%
51-100	7%
100-150	6%
>150	5%

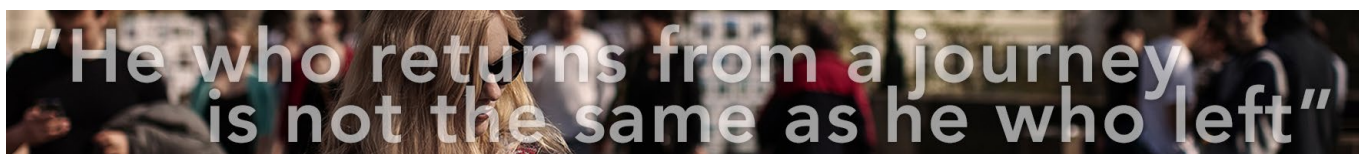
In on the above transactions relating will apply the corresponding taxes, assuming the payment to who, in accordance with current regulations, it is considered a taxable person.

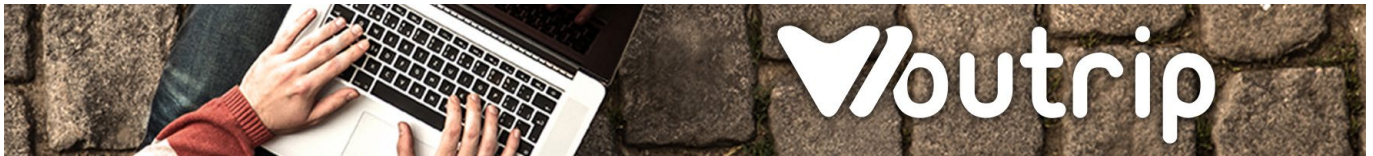
Without prejudice to the guarantees offered from the LOCAL to the TRAVELER, Woutrip reserves the right, in its sole discretion, to reimburse the price which the TRAVELER had paid when it is not satisfied with the activity. In this case, no amount will not transfer in favor of the LOCAL.

## 7. OBLIGATIONS OF THE USERS

USERS agree to use the Service with the utmost diligence and in accordance with the law. In particular, USERS comply with the following rules:

1. Access the service exclusively through the PLATFORM and publish and / or book activities through it, and use communication mechanisms available on the PLATFORM to contact other USERS or WALLOO.
2. Respect others USERS and, in particular, do not stalk, harass or coerce any USERS.
3. Attend the planned activities.





4. Do not impersonate another USER or any other person using the Service.
5. Do not collect, process or store personal data about other USERS or third parties without complying with the current legislation on data protection.

Also, LOCAL will compromise to:

1. Comply with administrative duties, tax, labor and, where appropriate, with respect to Social Security that are applicable to them for the development of the activities.
2. Where necessary, contract adequate insurance for the development of the activity and have all permits, licenses and authorizations.
3. Do not perform activities that destroy or endanger the venue of the activity, its inhabitants or visitors, which may be harmful to the environment or otherwise illegal result.
4. Do not force or coerce TRAVELERS to make positive reviews on the activities offered or about his person and not to condition certain favourable treatment (including but not limited to obtaining discounts or free activities) to TRAVELERS make positive reviews.

Failure to comply with these obligations by USERS may result, at the discretion of WALLOO, suspension or termination of the Service Contract, as provided in Clause 14.

#### **8. WEATHER POLICY**

In the event that the activity is dependent on certain weather conditions and it cannot take place on the day originally planned, the LOCAL shall propose an alternative date for the holding of the activity. In the event it is not possible to set an alternative date or it is not acceptable by the TRAVELER, this is entitled to a refund of total amount of the activity that had been paid.

#### **9. RIGHT OF WITHDRAWAL**

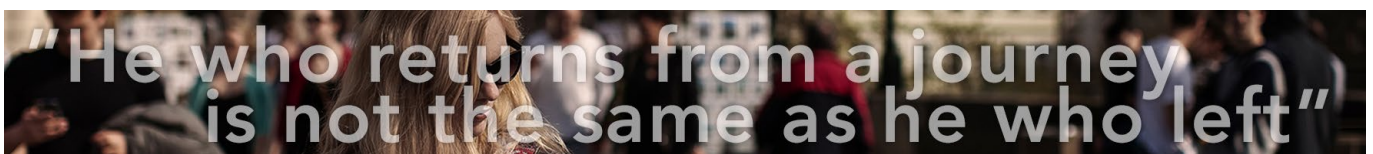
The TRAVELER may withdraw from the AGREEMENT without justification within 14 calendar days that the reservation has been made. To meet that deadline of withdrawal is sufficient that the communication concerning withdrawal by the TRAVELER needs to be sent to WALLOO before the expiry of the deadline.

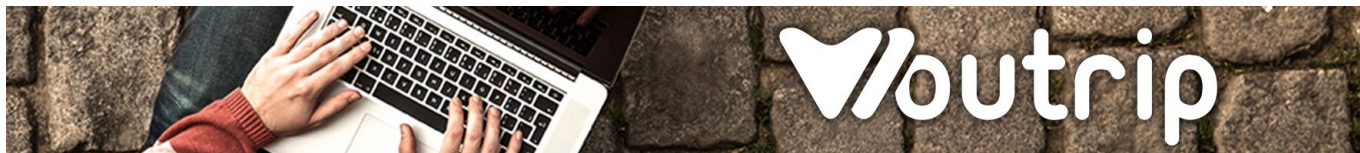
Notwithstanding the above the TRAVELER is not entitled to cancel the contract if:

- a. Activity has been fully executed within 14 calendar days from the date of booking.
- b. The business is related to leisure activities and / or recreation (among others, shows, restaurants, concerts), hosting services for purposes other than those serving as housing and rental car services whenever a date is anticipated or specific implementation period.

In the cases referred to in points (a) and (b) above, the TRAVELER may cancel the activity in the terms provided in Clause 10.

For implementing the right of withdrawal, the TRAVELER must notify its decision to withdraw the Contract through an unequivocal statement by email to [info@woutrip.com](mailto:info@woutrip.com) (Subject: Withdrawal). Alternatively, the TRAVELER can complete the withdrawal form posted on the PLATFORM and email it to [info@woutrip.com](mailto:info@woutrip.com) (Subject: Withdrawal). In that case, it shall promptly WALLOO in a durable medium (for example by email) receipt of such a withdrawal.





In the cases provided by law, WALLOO proceed to refund the price paid by the TRAVELER without undue delay and in any case not later than 14 calendar days from the date on which the TRAVELER report of its decision to withdraw from this Contract. WALLOO carried out such reimbursement using the same means of payment used by the TRAVELER for the initial transaction, unless the latter has expressly provided otherwise.

In any case, the Traveller does not incur any fees as a result of reimbursement by Woutrip.

#### **10. CANCELLATION OF ACTIVITIES BY LOCALS**

The LOCAL is entitled to cancel an activity previously accepted if causes of force majeure or when the minimum participation requirements are not met to perform the activity. In such cases, WALLOO reimburses the TRAVELER the full amount of the price paid. Cancellation of activities by LOCAL in cases other than those listed empowers WALLOO to automatically terminate LOCAL subscription premises in the Service.

The price refund to the TRAVELER will take place between 24 and 48 hours from the cancellation of the activity.

LOCAL who are forced to cancel activities on which there is a reserve should send an e-mail to [info@woutrip.com](mailto:info@woutrip.com). LOCAL would receive a confirmation of your cancellation request by WALLOO. If the LOCAL does not receive the above confirmation, you should contact WALLOO as soon as possible through any of the communication mechanisms available through the PLATFORM.

The TRAVELER is entitled to cancel at any time previously reserved activity, according to the following policy:

- The TRAVELER cancel within 48 hours prior to activity or after the booking deadline: 0% refunded.
- The TRAVELER cancel with more than 48 hours before the date of the activity or after the booking deadline: 100% of the activity is reimbursed (management fees excluded)

To do this, the TRAVELER must send an e-mail to [info@woutrip.com](mailto:info@woutrip.com) within the period specified in the preceding paragraphs. The TRAVELER would receive a confirmation of your cancellation request by WALLOO. If the TRAVELER does not receive the above confirmation, you should contact WALLOO as soon as possible through any of the communication mechanisms available through the PLATFORM.

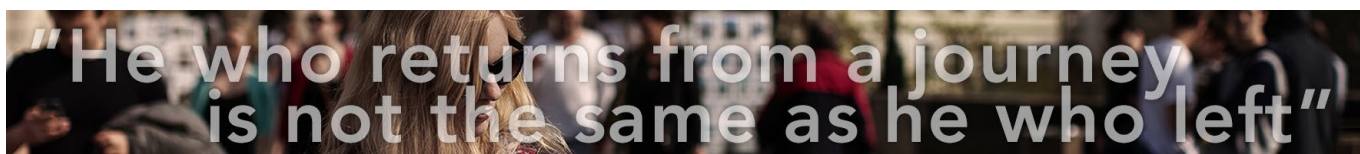
#### **11. INTELLECTUAL PROPERTY AND INDUSTRIAL RIGHTS**

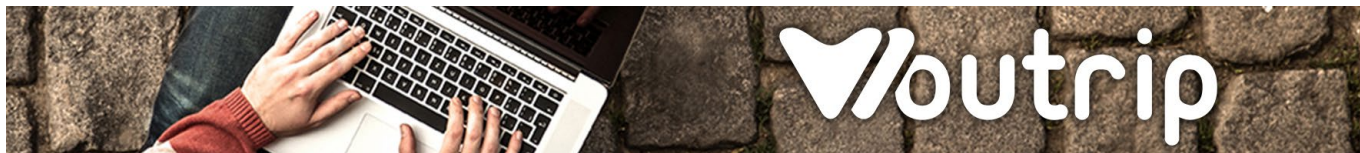
USERS recognize the rights of intellectual and industrial property of WALLOO on descriptions, images, videos, sound reproductions and any other materials that make up the activities published in the PLATFORM, as well as the reviews of those activities (the "CONTRIBUTIONS"). For this purpose, hereby, USERS freely surrender to WALLOO all exploitation rights on CONTRIBUTIONS for maximum protection legally recognized such rights, power to transfer to third parties, for a worldwide geographic scope and purpose promote the PLATFORM, including but not limited to, the exercise of the rights of reproduction, distribution, public communication and making available to the public, transformation, modification or adaptation and exploitation of CONTRIBUTIONS.

#### **12. GUARANTEES**

LOCALS ensure that the activities will be developed according to the description provided in the PLATFORM.

USERS guarantee that CONTRIBUTIONS are an original creation, that have not been copied from any other original work, and that the exercise of the rights assigned to WALLOO in this AGREEMENT will not infringe rights of third parties. In the case where the CONTRIBUTIONS incorporate creations of others (pictures, videos, descriptions or any other characteristic protected by intellectual or industrial property work), USERS warrant that they have obtained





from their rightful owners authorizations and relevant licenses the transfer of rights to WALLOO in the terms of this AGREEMENT.

USERS warrant that they are the authors or, if applicable, holders of the rights of intellectual property of the CONTRIBUTIONS, and that their exploitation by WALLOO not violates any legal provision, contract rights or property of third parties, or no way constitutes unfair competition.

USERS guarantee that they have not granted or assigned rights of any nature on CONTRIBUTIONS to any third party.

As a consequence, USERS assume all costs, expenses, damages and compensation may be caused to WALLOO, arising from legal actions that third parties could start against WALLOO, based on alleged violations or damage caused by intellectual property rights allocated under this AGREEMENT on the rights that such third parties may hold.

### **13. RESPONSIBILITY**

LOCALS are responsible for each and every one of the activities they publish.

USERS are exclusively responsible for maintaining appropriate behaviour during the development of the activity and, in particular, commit to act in accordance with the law and not to commit any act that might even be considered criminal. WALLOO not be liable as a result of the early termination of the activity by the LOCAL due to inappropriate behaviour from the TRAVELER or as a result of the above.

If the LOCALS and / or TRAVELER will cause damage, they must repay the full cost of the damage caused to the person and / or entity that has been generated such damage. They shall indemnify WALLOO for the full amount of any claim made against WALLOO by any third party as a result of such damage.

In the event that, for whatever reason, the LOCAL could not fulfil the reserved Activity by the Traveller, WALLOO not assume more responsibility than proceed to refund. The LOCAL shall be solely responsible for any damage that may arise as a result of the above.

### **14. RESOLUTION**

WALLOO may unilaterally and at any time terminate this AGREEMENT in the event that the USER fails to fulfil any of its obligations and guarantees established in the same or intellectual property rights or any other third party rights are infringed. The termination of the AGREEMENT shall not affect the power of WALLOO to claim the corresponding damages.

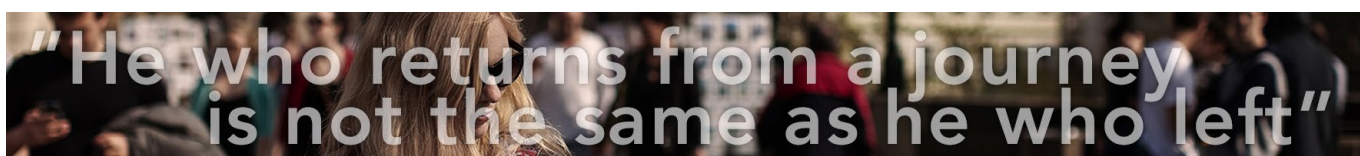
USERS will be entitled to cancel at any time, the PLATFORM account by sending an email to [info@woutrip.com](mailto:info@woutrip.com). The cancellation of the account does not entitle the USER to withdraw the CONTRIBUTIONS that had provided upon WALLOO, since intellectual property rights fall to WALLOO .

### **15. COMPLAINTS**

In case of complaints and claims arising out of this AGREEMENT or to request information about the Service, you may contact WALLOO through the email address [info@woutrip.com](mailto:info@woutrip.com), calling the telephone number provided on the portal, or by writing to Avenida Juan Carlos I, No. 16 1ªA, 30800 Lorca (Murcia).

### **16. MISCELLANEOUS**

The USER may not assign, sublicense or transfer to third parties the rights contained in this AGREEMENT without the prior written consent of WALLOO.





Failure or delay in exercise of any right or enforcement of any arising obligations of this AGREEMENT shall not constitute a waiver of such right or enforcement of the obligation or waiver of any other rights or demands compliance obligations.

This AGREEMENT, including the Legal Notice and Privacy Policy which is incorporated into this AGREEMENT by reference, constitutes the entire exclusive final agreement, and between the parties relating to the subject matter hereof and supersedes any prior agreements or negotiations between them.

If any provision of this AGREEMENT proves invalid because they violate applicable law, such clause deemed not to exist, but will not affect the rest of the AGREEMENT, to be fully effective and valid between the parties.

#### **17. APPLICABLE LEGISLATION AND JURISDICTION**

This AGREEMENT is a commercial nature and should be interpreted and enforced according to their terms and, if not provided, shall be governed by Spanish law.

As permitted by applicable law, to resolve any disputes arising from the validity, interpretation, performance or execution of this AGREEMENT, the parties expressly waive any other jurisdiction that may apply, expressly submit to the jurisdiction and competence of the Courts of the city of Murcia.

