



## 1. Welcome to Woutrip!

**This page explains our terms of use. When you use Woutrip, you accept all the rules specified in this page. Some rules must be explained in legal language, but we have done everything possible to provide clear and simple explanations of what each thing means by these brief summaries in grey boxes. However, you should be aware that these summaries are not part of the official legal terms.**

Welcome to Woutrip. By using this website (“Woutrip”) and services (jointly with the Site, the “Trips”) of Woutrip, you agree to comply with these legally binding rules (the “Terms”). In addition, you also agree to adhere to our Privacy Policy and comply with all rules of the Site, as well as our Legal Notice and Terms of use.

It is possible that we occasionally amend these terms. If we do, you will be notified of significant changes by placing a notice on the Site or via email. New versions of the terms will never apply retroactively and we will inform you of the exact date on which they enter into force. If you continue using Woutrip after a modification, it is considered the acceptance of the new terms.

Woutrip is for personal, non-commercial use, except in cases specified below, in section 4, 5 and 14.

## 2. About creating an account

**To register and create an account at Woutrip, you must be over 18 years. You are responsible for your account and all activity on it.**

You can navigate through Woutrip without registering or opening an account, but to use some of the functions of Woutrip, you must register, choose a username and set a password. The information you provide when you register must be truthful and complete. Do not impersonate someone else and do not choose any names that offend or violate the rights of another person. If a failure of these rules occurs, we can cancel your account.

You are responsible for all activity on your account and to maintain the confidentiality of your password. If you find that someone else has used your account without your permission you must denounce it by email at [info@woutrip.com](mailto:info@woutrip.com)

To create an account, you must have be at least 18 years old or the legal age to form a binding contract in place of residence. If deemed necessary, we may ask you to prove your age.

## 3. Things you should NOT do under any circumstances

**This section is a list of things you probably already know you should not do, such as lying, breaking the law, abusing or insulting other people, stealing data, illegally accessing computers of other people, etc. Behave properly and do not make such acts.**

There are many people who use Woutrip. We expect them all to behave responsibly and make this place nice. Do not perform any of the following actions on the site:

- Do not violate the law. Do not perform any action that infringes or violates the rights of others or that violates the law or any contract or legal duty you have with anyone.
- Do not lie. Do not post information that you know is false, misleading or inaccurate. Do not make any misleading or fraudulent action.
- Do not harass anyone. Do not perform any action that is threatening, abusive, harassing, defamatory, libellous, tortious, offensive, obscene, or invasive of another person’s privacy.





- Do not send spam. Do not distribute advertising or unsolicited, unauthorized promotional material, spam or message chains. Do not run mailing lists, list servers or any kind of automatic response service or spam on the Site or through it.
- Do not damage other people's computers. Do not send software viruses or other elements (code, movies, programs) designed to interfere with the operation of any software, hardware or equipment of the Site (whether it belongs to Woutrip or to a third party).
- Do not make any misuse of personal information from other users. When using Woutrip, especially if you activate a trip that gets all the necessary participants or you list a trip, you may receive information from other users, such as name, email address and postal address. This information is provided solely for the purpose of participating in a trip of Woutrip: do not use it for other purposes or illegally.

**We also need to ensure that the site is secure and that our systems are working properly. So do not do any of these actions, that is to say, "not spoil our system."**

- Do not try to interfere with the proper operation of the Services.
- Do not Sort out the measures we have implemented to protect the Services.
- Do not try to damage or obtain unauthorized access to any system, data, passwords or other accessible information, whether they belong to Woutrip or it is owned by a third party.
- Do not perform any action that imposes an unreasonable burden on our infrastructure or our suppliers. (We reserve the right to determine what is reasonable.)
- Do not use any software or device (neither manual nor automatic) to "crawl" any part of the Site.
- Do not disassemble or reverse engineer any aspect of Woutrip to try to access the source code, the basic ideas or algorithms, among other elements.





## TERMS OF USE FOR WOUTRIP SHARED TRIPS



### 4. Functioning of the shared trips

**Most of our Terms of Use explain its relationship with Woutrip. This section is different, as it explains the relationship between the promoters and participants of shared trip in Woutrip and responsibilities of each party. This is what you accept when you create or participate in a Woutrip service.**

Woutrip provides a platform for participation in shared trips. When a user activates a trip on Woutrip, you are inviting others to be part of the trip. Anyone participating in a trip is accepting the offer of Woutrip with the criteria of the Promoter and, therefore, conditions and / or specifications detailed therein.

When a trip is booked, only Woutrip is directly responsible for carrying out the purchase of equipment and / or services proposed in the publication, as well as meet all the points stated on the trip. Once this is done, Woutrip is considered to have already fulfilled their obligations with participants.

Meanwhile, Woutrip must make the necessary Bookings no later than 15 days before beginning a trip that has been booked by participants at a given date.

Since 15 days before trip date, Woutrip will send participants a trip tickets (Woutrip Pass) or any other information needed to carry out the trip or activity (ies).

### 5. Functioning of collaborative participation in shared trips

**This section explains the details of the participation and organization of shared trips; things like: the process of collaborative participation, the modification, the cancelation of payments and how travellers can contact the organizers to meet the published share trip.**

**These are the terms that apply to the participation of a shared trip:**

- You can cancel your reservation until 30 days before trip date and you will be refunded with the 40% of the price you paid when requested the booking (This insurance is included in trip price. If cancellation is done during the 30 days before trip date, you will not be refunded with any amount. For a 100% refund, you should pay for the "Total Cancellation Insurance" contacting with trip's organizer. If you need to cancel your trip, you have to contact with Woutrip through [info@woutrip.com](mailto:info@woutrip.com), our live chat in [www.woutrip.com](http://www.woutrip.com) or Facebook.
- 15 days before trip date, travellers will receive the Wou Pass with all the information about the trip (schedule, bookings number, address, accommodations, phone numbers). Furthermore, the participants (promoter included) will be communicated the information about themselves so they can make direct contact if considered opportune.







## 6. Functioning of activation of a shared trip

**All terms used in the previous appendix are also required to be use by the promoter of a shared trip in Woutrip. However, the “promoter” is a profile with characteristics that determine the trip.**

The terms used in the previous Appendix to point corresponding to “These are the terms that apply to the participation of a shared trip “ are mandatory by the promoter, however this has some differences from the “participants”.

- The promoter chooses the travel dates. When a promoter selects dates of travel, he/she may not change them once the trip is public and has one or more reservations. If for any reason of force majeure, the dates have to be modified, it shall notify in writing to the participants and our team through an email with the subject “modification” to info@woutrip.com
- The promoter may accept or decline participants at their discretion and free will. On the occasion of offering a closer and more personal experience, the promoter is directly responsible to make their own team of travelers according to their profile or any other criterion. The affinity between the travel team is essential for a shared trip and a very personal choice in which Woutrip delegates to its promoters.
- A promoter can cancel his/her participation in the trip, but never the entire trip if it has participants. To do this, the promoter must contact us to agree a promoter change or transfer this “charge” to another of the trip participants on the proposed dates.

## 7. Price and payment method

**Woutrip is directly responsible for the purchase or provision of material goods and / or services offered on the service. When a traveller joins one of our shared trips, payment is made at that time. This payment is unique and includes VAT.**

At the time of booking a shared trip through Woutrip, the traveler must pay the price indicated in the service.

The price will include the provision of materials and / or services detailed in the service plus VAT or applicable tax and other taxes applicable. Payment must be made through Woutrip payment systems in any currency that are published there. The traveller accepts payment in currencies other than the Euro may incur conversion costs.

The price and, where appropriate, additional expenses and discounts applicable to travel will be duly published. Additional costs and applicable discounts appear correctly disclosed. In no case will Woutrip charge to Travellers additional amounts that had not been published prior to booking the activity character.

## 8. Other websites

**If you click a link to another website (except [www.woutrip.com](http://www.woutrip.com)), actions that occur will be between you and them, not us.**

Woutrip may include links to other websites; for example; in user profiles and comments, which may contain links to other websites. When you access third party websites, you do so at your own risk. We do not control nor endorse such websites.

Woutrip is associated with other companies, such as Amazon and Stripe.com, for processing payments. When you join or activate a trip, you agree to the terms of service payment processor.





## 9. Your intellectual property

**We do not own what you post on Woutrip. However, when you make a publication, we will be giving permission to use their content, or copy, as we need to run the site or to show people what's going on in it. Normally we only use it to promote publications and to promote our community on the website. You are responsible for content you post and confirms that we can use it.**

Woutrip does not own the content you send to us (your "Content"), but we need you to grant us certain licenses to provide our services. When you Sign Up to Woutrip:

- We can use the content you submitted. You grant us, and third parties acting in our name, nonexclusive, perpetual, irrevocable, royalty-free, sub licensable and transferable use, exercise, commercialize and exploit intellectual property rights, advertising and brands related to your Content.
- When we use the contents, we can make changes, such as editing or translation. You grant us the right to edit, modify, reformat, quote, delete, or translate any portion of the Content.
- You will not submit material whose copyright you does not hold (unless you have permission to do so). Its content does not contain third party material protected by intellectual property rights or materials subject to other third party rights, unless you have permission from the legitimate owner of the rights to the material or have lawful right to publish the material (and grant Woutrip all license fees indicated herein).
- Royalties or licensing rights on its contents are your responsibility. You pay all royalties and any amount due to any person or entity for the content or for housing of the content in Woutrip.
- Guarantees that if we use your Content we are not infringing the intellectual property rights or any other right. If Woutrip or its users exploit or use their material as provided for in this agreement, you warrant that you will not be committing an infringement of the rights of any third party, including, without limitation, the rights protection of personal data, rights advertising, intellectual property rights, contract rights or any other proprietary rights or industrial property.
- You are responsible for published material. All information submitted to the Site, whether publicly disclosed published or privately transmitted, is the sole responsibility of the person that originated such content.
- We are not responsible for any errors that may appear in your content. Woutrip is not responsible for any errors or omissions in any content.

## 10. Intellectual and Industrial Property of Woutrip

**The current Woutrip content is protected in several ways. You have the right to use it for certain personal purposes, but it cannot be used for commercial purposes without obtaining prior permission.**

Woutrip services are legally protected in several ways; such as by intellectual property rights, trademarks, patents and trade secrets and other proprietary rights and laws. You agree to respect all indications, data and legal restrictions on intellectual property rights including any content that is accessed through the Site. You also agree not to modify, translate or otherwise create any derivative works of the Service.

Woutrip grants you a license to reproduce content of the Services only for personal use. This license covers both Woutrip own protected content and the content generated by users of the Site. This license is worldwide, non-exclusive, non-sublicensable and non-transferable. If you want to use, reproduce, modify, distribute or store this content for commercial purposes, you need to obtain prior written permission from Woutrip or from holder of





the corresponding intellectual property. “Commercial purposes” means that you intend to use, sell, lease, rent or otherwise exploit, content for commercial use by any method.

### **11. Cancellation of your account**

**You can delete your account at any time. However, the cancellation of your account will not remove content you have already posted.**

You can cancel your account at any time, but all the clauses of this agreement remain effective after the cancellation of the account, including our rights to any content that you have already published on the Site.

### **12. Our rights**

**In order to operate, we need to keep control over everything that happens at our website. Therefore, we reserve the right to make decisions to protect the strength and integrity of our system in this section. We do not take these responsibilities lightly, and we will use them only when we have no other alternative.**

Woutrip reserves the following rights:

- We can make changes to the Site and Services Woutrip without notice and without incurring any liability.
- We have the right to decide who can use Woutrip. We can cancel accounts or refuse to provide our services, especially if you are misusing them. We can modify our acceptance criteria at any time. If these practices are prohibited by law in their place of residence, we revoke your right to use Woutrip in your jurisdiction.
- We have the right to cancel any contribution to any shared trip, at any time and for any reason.
- We have the right to refuse, cancel, discontinue, remove or suspend any publication at any time and for any reason.

Woutrip is not responsible for damages resulting from any of these actions, and our policy is not to comment on the reasons for such actions.

### **13. Limitation of Liability**

**Woutrip is limited to answer for its work (booking and purchase of material goods and / or services for travellers). It is not our responsibility to respond to any extra expense, dispute or conflict between participants or suppliers outside Woutrip.**

To the maximum extent permitted by law, in no event Woutrip, its directors, employees, partners, suppliers or content providers shall be liable for indirect, incidental, punitive, consequential, special or exemplary damages of any type, including, but not limited to, damages (i) resulting from your access to the Services, or use of the Services, or inability to access or use the Services; (ii) loss of profits, loss of data or acquisition costs or substitute goods or services; or (iii) for any conduct or third party content on the Site. In any case the responsibility of Woutrip for direct damages will exceed the amount of one hundred euros (100,00 € in total).







## TERMS OF USE OF WOUTRIP LOCAL LIFE



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 1ªA 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 [locallife.woutrip.com](http://locallife.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 Local Life 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 to be over eighteen and warrant to be authorized to enter into this Agreement on its own behalf. The USER declares that the registration data are current, complete and correct.

### 14. 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 through “List a trip” 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 Woutrip Local Life will not be part in the agreement. Woutrip Local Life is limited to (i) facilitate access to the PLATFORM as a tool that allows LOCALS to publish their activities and TRAVELLERS to make reservations, and (ii) act as agent authorized to accept, on behalf of the LOCAL charges, payments that TRAVELLERS perform, which must be transferred to LOCALS as it is indicated in section 6 “Price and payment method”.

### 15. 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.





## 16. 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, when Woutrip Local Life becomes aware that they 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 responding 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 rejects the reservation, the TRAVELER will be reimbursed the total price paid.

At any time, LOCALS may modify the details of the activity or delete the account under its responsibility. 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.

## 17. 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 will 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 are violating the prohibitions set out in Clause 5, or (ii) a court order, or administrative order, is dedicated 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.

## 18. PROHIBITIONS

Activities published by LOCALS as well as at the reviews of TRAVELERS, may not, 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 by 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.

### 19. 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 supports. If the TRAVELER accepts payment in currencies other than the Euro, it 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 7% to 12%) as long as the activity exceeds 7 people booked and according to the following price per person:

PRICE RANGE (€)	COMISION (%)
0-4	CASH PAYMENT
5-25	12%
26-50	10%
51-100	9%
100-150	8%
>150	7%

In on the above transactions, the corresponding taxes will be applied, assuming the payment to whom is considered a taxable person, in accordance with current regulations.





Without prejudice to the guarantees offered from the LOCAL to the TRAVELER, Woutrip Local Life 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 be transfer in favor of the LOCAL.

## **20. 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, labour 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 do 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.

## **21. WEATHER POLICY**

In the event that the activity is dependent on certain weather conditions and it cannot takes 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.

## **22. 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 it is sufficient that the communication concerning of 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, WALLOO shall promptly communicate with the TRAVELER in a durable medium (for example by email) the receipt of such 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 Local Life.

### **23. 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: 0% refunded.
- The TRAVELER cancel with more than 48 hours before the date of the activity: 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.







## **24. 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.

## **25. 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 for 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 does not violate 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 that 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.

## **26. 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 as criminal. WALLOO shall 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 will 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.





## **27. 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 .

## **28. 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 writing to Avenida Juan Carlos I, No. 16 1ªA, 30800 Lorca (Murcia).

## **29. 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, which shall be fully effective and valid between the parties.

## **30. 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.







