



## 1. Welcome to Xperience!

**This page explains our terms of use. When you use Xperience, 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 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 Xperience. By using this website (the “Xperience”) and services (jointly with the Site, the “Trips”) of Xperience, 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 never applied retroactively and inform you of the exact date on which they enter into force. If you continue using Xperience after a modification is considered the acceptance of the new terms.

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

## 2. About creating an account

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

You can navigate through Xperience without registering or opening an account, but to use some of the functions of Xperience, you must register, choose a username and set a password. The information you provide when you register must be truthful and complete. No impersonates someone else or choose offensive names or violate the rights of another person. Failure to follow these rules, 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\\_xperience@woutrip.com](mailto:info_xperience@woutrip.com)

To create an account, you must have at least 18 years 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, steal data, illegally accessing computers of other people, etc. Behave properly and not make such acts.**

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

- 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 promotional material unsolicited or unauthorized, 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 Xperience as if a third party).

Do not make any misuse of personal information from other users. When using Xperience, especially if you activate a trip that gets all the necessary participants, 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 Xperience: 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, which 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 Xperience as if 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 Xperience to try to access the source code, the basic ideas or algorithms, among other elements.

#### **4. Functioning of the publications**

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

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

When a trip is booked, only Xperience 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, Xperience is considered to have already fulfilled their obligations with participants.

Meanwhile, Xperience must make the necessary Bookings no later than 48 hours before beginning a trip that has been booked by participants at a given date.

After 48 hours of booking date limit, Xperience will send participants a trip tickets or any other information needed to carry out the activity (ies).

One trip in the "Activate a trip" can be activated on different dates according to the criterion or will of the "promoters".





## 5. Functioning of collaborative participation

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 at any time before the Limit Date Book. During the last 24 hours of the deadline for booking, you cannot cancel your contribution without first contacting the customer service. Once the trip has exceeded the limit date, you can only cancel or modify your contribution by sending an email directly to [info\\_xperience@woutrip.com](mailto:info_xperience@woutrip.com) with subject "Cancellation".
- Once past the deadline of booking, it will be communicated to the participants (promoter included) 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 due also use by the promoter of a shared trip in Xperience. 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 and 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\\_xperience@woutrip.com](mailto:Info_xperience@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 Xperience delegates to its promoters.
- A promoter can cancel his/her participation in the trip, but never the trip if this 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

**Xperience 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 trip through Xperience, 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 Xperience payment systems in any currency 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 any case, Xperience will charge with additional amounts Travellers 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 there will be between you and them, not us.**

Xperience 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.

Xperience is associated with other companies, such as Amazon and Stripe, 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 Xperience. 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 only used 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.**

Xperience 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 Xperience:

- 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 Xperience 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 Xperience.
- Guarantees that if we use your Content we are not infringing the intellectual property rights or any other right. If Xperience 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 material published. All information submitted to the Site, whether publicly disclosed published as if privately transmitted; it is the sole responsibility of the person, which such content was originated.





- We are not responsible for any errors that may appear in your content. Xperience not responsible for any errors or omissions in any content.

## 10. Intellectual and Industrial Property of Xperience

**The current Xperience 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.**

Xperience 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.

Xperience grants you a license to reproduce content of the Services only for personal use. This license covers both Xperience 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 of Xperience or 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.**

Xperience reserves the following rights:

- We can make changes to the Site and Services Xperience without notice and without incurring any liability
- We have the right to decide who can use Xperience. 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 Xperience 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.
- Xperience 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

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

To the maximum extent permitted by law, in no event Xperience, its directors, employees, partners, suppliers or content providers shall be liable for indirect, incidental, punitive, consequential, special or exemplary damages of any damages, 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 Xperience for direct damages will exceed the amount of one hundred euros (100,00 € in total).

