

TERMS OF SERVICE FOR PRIVATE USERS

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1. Preamble

1.1. These general terms of service (hereinafter, 'terms') constitute the agreement (hereinafter, 'contract') between the user and Tripchilkis, the supplier of the platform, (as defined below), aimed at regulating access to and the use of the Tripchilkis web site, including any subdomains thereof and any other websites through which the supplier makes its services available (collectively, hereinafter, the 'platform').

1.2. Natural persons who sign up and use the platform solely for personal and domestic purposes are hereinafter defined as 'users', whereas signed up business persons or entities who pursue professional interests are defined as 'Professional Service Providers' or 'PSPs'. Independently of their purposes, subjects who have not signed up are defined as 'guests'. These terms are applicable to all categories of signed up or non-signed up subjects, regardless of their pursued purposes. In particular, PSPs accept these terms on signing up to the platform and creating their own account.

1.3. These terms regulate the services on subscription, as defined below, supplied by Ttripme.com Società a Responsabilità Limitata Semplificata, with registered head office in Brunico, Via Europa 15, share capital 1,000.00€, Register of Companies n. 214339, P. IVA n. 0289 3310 215, in the person of the pro tempore legal representative Ms. Kathia Gatterer, born in Brunico, 24th August 1977, Tax Code. GTTKTH77M64B220P.

1.4. The supplier reserves the right to update or otherwise modify these terms at any time. The supplier will notify changes to these terms by sending an e-mail to the users' e-mail address or by publishing a post on the platform. The date of the revisions of the terms will be indicated as a footnote to this page and any changes will be effective from the date of publication.

2. Validity of the Preamble

2.1. The Preamble shall be considered an integral part of this contract.

3. Conclusion of the contract with the User

3.1. The use of the Tripchilkis platform by the user implies prior full knowledge and acceptance by the latter of these terms.

3.2. In any event this contract is to be considered concluded at the moment in which the supplier acknowledges receipt of the registration by the user of the service (further on in short terms – user).

4. Definitions

4.1. Mention of 'platform' or 'portal' in these terms refers to the website, the mobile site and the app on which Tripchilkis services are made available by the supplier. With the terms 'site', 'application', 'Tripchilkis services', the reference is to the supplier's platform.

4.2. Mention of 'user' in these terms refers to the natural person who signs up on the Tripchilkis platform.

4.3. Mention of 'admin' in these terms refers to the administrative staff and, generally, to any operator authorized to act on behalf of and in the name of the supplier.

4.4. Mention of 'PSP' (or professional service provider) in these terms refers to the service provider, natural person or legal entity, who offers direct and indirect services related to the tertiary sector of tourism through the Tripchilkis platform.

4.5. Mention of "affiliate partners" refers to the PSPs who have included a direct link to their professional website on their profile page, so that users are redirected from the platform to the PSP website and can negotiate with PSPs through their website.

4.6. Mention of 'direct services' in these terms refers to the essential and necessary services for organizing a journey, such as for example access, consultation, booking of hotel facilities, tour operators, travel agencies, rental agencies, airlines services and so on.

4.7. Mention of 'indirect services' in these terms refers to ancillary and secondary travel-related services, such as consulting for documentation necessary for travelling and entering the country of destination, insurance services, health care services, the sale (and purchase) of travel items and so on.

4.8. Mention of 'profiling' in these terms refers to the analysis and processing of data related to users and PSPs which allow the supplier to classify users on the basis of the type of travel sought, the selected travel theme or travel

preferences expressed, and the PSP on the basis of the services offered. By means of this profiling service the supplier creates uniform groups of PSPs and users, and thus facilitates matching demands and offers related to similar travel themes or similar categories.

4.9. Mention of 'content' in these terms refers to texts (including advertisements and offers), audio and video content or other materials and information shared by users, PSPs and admin by means of the Tripchilkis platform.

4.10. Mention of 'Consumer Code' in these terms refers to the Legislative Decree 6th September 2005, no. 206.

5. Object of the contract and description of the services offered

5.1. The supplier undertakes to make the Tripchilkis platform available to the user, as described below, following the latter's request for registration on the site in accordance with these terms.

5.2. The Tripchilkis platform is an online travel information portal which offers direct contact between users and third-party suppliers from all over the world who offer professional services, so that they can communicate and negotiate directly with each other. Among other things, PSPs can offer services such as tours and travel itineraries, holiday homes, accommodations and hotels, hiking activities, tourist packages, transport services and restaurant offers, the marketing of products, equipment and travel items, insurance services, health care services and any other service relating to the tourism sector. In particular, the services offered on the Tripchilkis platform are addressed to every type of user, as they are able to satisfy the requests of all types of traveller and offer information on any travel destination worldwide.

5.3. Users and PSPs can participate in the publication of content on the Tripchilkis platform (through, for example, the "Travel Social" section under article 5.4). Even the administrators of the Tripchilkis platform (hereinafter, "admin") can post announcements and travel information and, in particular, generate the basic topics and the rankings of the best city tours ("TOP 5").

5.4. The services of the Tripchilkis platform can be divided into three main categories: the 'Travel Routes' section offers information, advertisements and proposals for tours, travel itineraries, holiday packages, guided tours, routes and activities, indicating the most popular sightseeing (cultural, artistic, naturalistic and so on), drawing up a ranking of the best city tours and proposing holiday packages and integrated services. This information is classified on the basis of the type of travel searched out (for example, group travel, family travel, work or adventure travel, relaxing travel, wellness travel, luxury travel and so on) or based on the holiday theme selected (for example, cultural itineraries, scenic tours, culture and art tours, celebrity tours, UNESCO routes and so on).

The 'Travel Info Pages' section offers instead general information services about destinations, for example, including information on necessary documents to enter a country (passport, visa, etc.), on the health situation (for example, whether there are mandatory vaccinations), the political situation, safety and any risks for the safety of travellers (such as, for example, environmental risks, natural disasters, the risk of terrorism or crime). Moreover, this section offers also ancillary information on the trip organization, such as advice on travel obligations (for example, indications on baggage size, check-in formalities, or regulations regarding flight delays or cancellations and so on). In particular, the user can make use of this section through the function "Places to Visit", by setting the preferred destination location, thus automatically receiving all relevant information, which are published not only by PSPs but also by other users and by admins themselves.

Finally, the 'Travel Social' section allows the direct exchange of information and communication between users, PSPs and admins. It is a sort of social network which splits users and PSPs into categories based on the travel type selected, in order to make direct contact easier between those looking for and those offering services to do with the same theme or type of travel. This service also offers users a virtual and interactive point of contact to be able to exchange messages and experiences, share photos, videos and suggestions dealing with everything relating to the

tourism sector (such as, for example, which attractions to visit, which clubs to attend, which are the most popular destinations and so on).

6. Requirements for registration as a 'user' and access rules

6.1. In order to access and use the Tripchilkis platform, the user shall be 18 years of age or over. By accessing or using the Tripchilkis platform, the user declares and provides the guarantee that she is at least eighteen years old.

6.2. In order to access and use the services of the Tripchilkis platform, the user shall sign up to the platform and create an account (hereinafter referred to as 'user account'). The user can create her own account by providing the following data: e-mail address, password, personal data. The user also has the possibility to add: a personal description (including, preferences, competences, and so on), the selection of one or more types of traveller, links to her website or third party services (such as social networks) and personal images and videos.

6.3. During the registration process, the user shall provide truthful, accurate, up-to-date and complete information and is required to keep the information on her account and its public profile page up-to-date on a regular basis.

6.4. The user shall not transfer to third parties in any way either her account or the rights deriving from the contract.

6.5. The user shall ensure confidentiality and is responsible for the security of the access credentials to her account, which shall not be disclosed to third parties. The user shall immediately inform the supplier if her credentials have been lost, stolen or otherwise compromised or in the event of any unauthorized use of her account. The user will be responsible for all operations performed through her account, unless she demonstrates that such activities are in no way ascribable to her, even as a result of negligence.

7. User's contact references

7.1. The user acknowledges and accepts that, within the Tripchilkis platform, users and PSPs might contact each other through the messaging service offered by the platform itself, provided that the supplier does not disclose the e-mail address of users and PSPs during the registration.

7.2. The user shall promptly inform the supplier when the e-mail address communicated during registration has been modified, deleted or deactivated and give a new contact address.

8. Service fees

8.1. For the use of the services described, the supplier does not require the user to pay a fee, while the costs of electronic connection are the latter's responsibility.

8.2. Should the user accept services requested directly from PSPs, the user will pay costs, charges and expenses directly to the PSPs, according to the terms and conditions agreed between user and PSP.

8.3. The user may convert her own account becoming in turn a Professional Service Provider. In this case, the user shall accept the general terms and conditions of contract envisaged for this type of user and fulfil the obligations set forth therein.

9. Indemnity

9.1. The user agrees to indemnify and hold the supplier harmless from any complaints, actions, requests, losses, damages, costs and expenses of any kind, including, by way of example, any legal and accounting expenses, advanced by third parties and resulting from:

- (a) the breach by the user of these terms or the Tripchilkis platform rules;
- (b) the breach by the user of any law or regulation of the Italian, European and Worldwide legal system;
- (c) the improper use by the user of the Tripchilkis platform;
- (d) penalties of any kind related to the previous points.

10. Duration of the contract and right of withdrawal

10.1 The contract will have effect from the date of the activation of the service until such time as the agreement is terminated by the user or the supplier as set out below.

3.2. The supplier allows the user to exercise her right of withdrawal at any time, according to better and more favourable terms than those provided for by Legislative Decree no. 206/2005 ('Consumer Code'), in the light of the fact that the platform is made available free of charge. Therefore, the user can exercise her right of withdrawal by sending the supplier a written communication via e-mail, certified e-mail or by registered letter with proof of delivery to the addresses indicated in these conditions. For this purpose the user has the option to use the following standard form in order to exercise her right of withdrawal (as provided for by Annex I, Part B of the Consumer Code):

"Notification of withdrawal:

To Ttripme.com,

Headquarters in Brunico, Via Europa 15, 39031

VAT Registration no. 0289 3310 215

Telephone number [...] / Fax number [...] / E-mail address info@tripchilkis.com / Certified e-mail address: ttripme@leg-mail.it

The undersigned (name and surname of the consumer) hereby communicates her will to withdraw from the contract concluded on: (...).

Consumer's address (...)

Consumer's signature

Date (...)"

10.3. In the case of on-going negotiations with a PSP, before proceeding with the cancellation of the account, the supplier recommends the user to consult the terms of the cancellation and the refund policy of the PSP who provided the service.

11. Termination of the contract by the supplier

11.1. The supplier may terminate this contract at any time by giving the user a fifteen-days notice by e-mail to the e-mail address used by the user for registration, unless the resolution by the supplier takes place for a just cause, in which case the withdrawal will take effect immediately, as described below.

11.2. The supplier may terminate this contract with immediate effect and without notice:

- (a) in case of breach of the obligations undertaken with these contractual terms by the user;
- (b) in case of breach of the law;
- (c) in any cases of non-compliance on the part of the user;
- (d) for technical, IT, organizational, administrative needs related to the platform, or
- (e) to carry out a request by Public Authorities.

12. *Unilateral changes by the supplier*

12.1. The supplier reserves the right to update or otherwise modify these terms at any time.

12.2. The date of the revisions of the terms will be indicated as a footnote to this page and any changes will be effective from the date of publication.

13. *Industrial and intellectual property*

13.1. Unless otherwise indicated, the supplier is entitled to all property and moral rights relating to materials and contents on the Tripchilkis platform, published by admins and anyone who is part of the staff operating within the supplier's organization. These rights are protected in accordance with the provisions of current civil and criminal law.

13.2. The user shall not copy or reproduce, wholly or in part, the contents of the Tripchilkis platform, regardless of whichever subject has uploaded them. All trademarks, logos and trade names used on the Tripchilkis platform, in its contents or in connection with them are registered trademarks of the supplier in Italy and in the European Union.

13.3. In conformity with Law no. 633/1941, the user agrees to transfer free of charge to the supplier all copyrights and related rights in relation to the contents published by the user on the Tripchilkis platform. In particular, the user accepts that it will no longer be possible to remove her contents, once these are published, even as a result of exercising her right of withdrawal. This provision is applicable without prejudice to the rights granted to users by the regulation on data protection.

13.4. The software related to the Tripchilkis platform, including script codes, graphics, texts, images, sounds and audio-visuals, are protected by the regulation on the protection of intellectual property referred to in Law no. 633/1941.

13.5. The supplier reserves the right to publish content and information (including promotional and advertising) in proximity to the contents of the user or within the user profile, in relation to which the user is not entitled of any right of compensation.

13.6. The contents published by the user with the 'Public' setting are visible to all users, whether registered or not. Such public information might also be visible through search engines. By uploading content and information publicly, the user therefore declares her awareness and accepts that she may also be contacted by third parties who might be unrelated to the Tripchilkis platform.

13.7. The user acknowledges and agrees to be the sole party responsible for all contents which it makes available on or through the Tripchilkis platform, guaranteeing that she is the exclusive owner of all content made available through the Tripchilkis platform.

13.8. Pursuant to Article 17 of Legislative Decree no. 70/2003, the supplier might, following the request of interested parties or at the request of Public Authorities, remove or disable access to any content which proves to be in breach

of these terms or which could otherwise be harmful to or inappropriate for the supplier, its users, third parties or goods.

14. Privacy and cookie policy

14.1. The supplier complies with the current regulation on data protection and cookies. For further information, the user can consult the policies regarding the protection of personal data and cookies here:

[\[https://www.tripchilkis.com/documents/privacy_user.en.pdf\]](https://www.tripchilkis.com/documents/privacy_user.en.pdf)

[\[https://www.tripchilkis.com/documents/cookies.en.pdf\]](https://www.tripchilkis.com/documents/cookies.en.pdf)

15. Exclusions of liability

15.1. The supplier is not involved in any potential negotiations between users and PSPs. Therefore, the supplier is not and does not become part of any contractual relationship between users and PSPs, nor acts as an agent, mediator, insurer or guarantor.

15.2. In the event of negotiations and conclusion of contracts directly with the PSP, the user is aware and agrees to be bound by the terms and conditions of purchase and use of the PSP service, assuming the risk and responsibility of the interactions between himself and the PSP. The supplier declines all liability relating to damages, whether pecuniary or not, suffered by the user and caused by a PSP. Therefore, for no reason may any request be directed to the supplier for facts related to the relationship between users and PSPs or in any event for actions or events carried out by the PSP. The same regulations apply for interactions between user and user. At any event, even if the supplier is held liable for damages incurred by the PSP, the compensation for the damages caused by the supplier shall not exceed in total, an amount equal to the last sum paid by the PSP as a subscription fee to the platform.

15.3. The supplier is in no way responsible for the services and products offered by the PSP. The PSP is the sole party responsible and assumes all liability for her ads, services and products. The supplier has no control, does not guarantee and therefore disclaims all liability in relation to (a) the existence, quality, security, suitability or legality of the advertisements and services of the PSP, (b) the authenticity, the precision or accuracy of information, advertisements or other content from users, PSPs, visitors or, in general, from third parties or (c) the fulfilment or behaviour of users, PSPs, visitors or, in general, third parties. Likewise, the supplier is not responsible for contents uploaded by users and PSPs, nor controls, monitors or performs any filtering function on the contents uploaded via the 'Travel Social' section. Demands and claims about the services offered by PSPs (including issues regarding price, conditions or specific requests) shall be forwarded exclusively to the PSP.

15.4. The supplier is in no way responsible for the content of messages exchanged directly between users and PSPs through the Tripchilkis platform.

15.5. The user shall not publish, share or otherwise make available personal or third-party data in the uploaded contents. Should the PSP violate this commitment, she declares she has the right to circulate such personal data, and personally assumes all responsibilities deriving from the regulation on data protection.

15.6. The supplier does not certify, guarantee or assume any responsibility for the confirmation of the identity of users and PSPs. Therefore, users and PSPs shall always make responsible and considered choices, using due care and attention.

15.7. The supplier reserves the right to improve, optimize and modify the Tripchilkis platform from time to time and to introduce new services.

15.8. Information, software, products and services published on the Tripchilkis platform may include inaccuracies or errors, including mistakes regarding the availability of bookings and pricing errors. The supplier in no way guarantees the accuracy of such information and declines all liability in relation to mistakes or other inaccuracies in the information and description of services and travel products which are available through the Tripchilkis platform.

15.9. The supplier does not offer a hosting or storage service and therefore is not responsible for storing any information, content (visual or audio-visual), advertisements or offers which the user has published on the platform.

16. The supplier's initiatives during the period of subscription

16.1. The supplier may at any time promote initiatives, competitions and prize games with the aim of collecting the data of users signed up on the platform for marketing purposes. For this purpose, on the occasion of each new initiative the supplier shall request specific consent from the user for the purposes of participating in the competition and the processing of her personal data.

17. Information pursuant to Legislative Decree 9th April 2003, no. 70

17.1. Pursuant to art. 12 of Legislative Decree no. 70/2003, the supplier informs the user that this contract will be deemed as concluded only following the completion of the technical steps, as described below. The user shall: (a) view and understand the pre-contractual information attached to these conditions [https://www.tripchilkis.com/documents/terms_pre.en.pdf]; (b) view and understand the information related to the processing of personal data in accordance with the current legislation on data protection [https://www.tripchilkis.com/documents/privacy_user.en.pdf]; (c) express her consent, where necessary, to the processing of her personal data and accept these terms and conditions.

17.2. Once the user has read and understood information indicated above, has expressed any consent and accepted these terms, the user will receive an e-mail from the supplier where she will be asked to click on a link inside it in order to confirm the registration to the Tripchilkis platform. The contract is intended to be concluded at the time of the user's registration request to the platform and, in any case, at the moment when the supplier will acknowledge receipt of the registration confirmation by the user.

17.3. The supplier will send the user a copy of these terms as well as of the attached information, through communication to the e-mail address provided by the user during registration.

17.4. The user may correct and amend his personal data under the section "user settings" within his profil dashboard. This is possible also after registration.

17.5. The contract is available in the following languages: Italian, German and English.

17.6. The instruments for settling disputes are indicated in Article no. 18 of these terms.

18. The supplier's contact details

18.1. The supplier makes the following channels of communication available, which the user may have recourse to in case of need:

address of headquarters: Via Europa 15, 39031 - Brunico

telephone number: ...

fax number:

e-mail address: <mailto:info@tripchilkis.com>

certified e-mail address: <mailto:ttripme@leg-mail.it>

19. Law applicable to this contract and jurisdiction

19.1. The supply of the above-mentioned services offered is regulated by Italian law in addition to the current terms. Moreover, when the user may qualify as consumer, the supply of these services is regulated by the by the norms of Chapter I of Title III of part III of the Consumer Code (Legislative Decree no. 206/2005) as well.

19.2. The above provision will not be applicable if the laws in force in the user's country of residence require the application of other law or jurisdiction and this can not be excluded by contract.

20. Dispute resolution

20.1. All disputes arising from this contract or in relation to it, including those relating to its validity, interpretation, execution and non-execution, will be decided exclusively by the Court of Trento.

20.2. The above provision is applicable without prejudice to the Article 66-bis of the Consumer Code, which establishes the unavoidable jurisdiction of the judge of the user-consumer's place of residence or domicile, if located in the territory of the State.

21. General provisions

21.1. This contract and the use of the Tripchilkis platform by the user do not result in any joint venture, partnership, or employment or agency relationship between the user and the supplier.

21.2. The failure of the supplier to enforce any right or provision of these terms, will not constitute a waiver of such right or provision.