

TERMS OF SERVICE FOR PROFESSIONAL SERVICE PROVIDERS

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1. Preamble

1.1. These general terms of service (hereinafter, 'terms') constitute the agreement (hereinafter, 'contract') between the Professional Service Provider 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.

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 Professional Service Provider

3.1. The use of the Tripchilkis platform by the PSP 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 payment from the PSP.

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. 'Small-size PSP' means companies with a revenue or annual balance of less than or equal to 100,000.00 euros; 'medium-size PSP' means companies with a revenue or annual balance of more than 100,000.00 euros but not exceeding 300,000.00 euros; 'large-size PSP' means companies with a revenue or annual balance of more than 300,000.00 euros but not exceeding 1.000.000,00 euros. "key customers" means companies with a revenue or annual balance of more than 1.000.000,00 euros, brand companies means companies connected to an important brand.

4.5. 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.

4.6. 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.

4.7. Mention of 'profiling' in these terms refers to the analysis and processing of data related to users 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.

4.8. 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.

4.9. Mention of 'affiliate marketing' in these terms refers to the service offered by the supplier to PSPs consisting in the latter's choice to include 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. Where PSPs subscribe to this additional service of the platform, they are defined as 'affiliated partners'.

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

5.1. The supplier undertakes to make the Tripchilkis platform available to the PSP, 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. By means of the Tripchilkis platform, PSPs can offer their services directly to users, without any mediation on the part of the supplier, and can communicate, interact and negotiate independently with users, without having to pay the supplier any commission.

5.3. Among other things, PSPs can offer direct services such as offers of tours and travel itineraries, holiday homes, accommodations and hotels, hiking activities, tourist packages, transport services and restaurant offers, as well as indirect services, such as for example, the marketing of products, equipment and travel items, insurance services, health care services and any other service relating to the tourism sector.

5.4. In particular, PSPs can offer their services through the sections 'Travel Routes' and 'Travel Info Pages'. In the 'Travel Routes' section, PSPs can publish information, advertisements and proposals for tours, travel itineraries, holiday packages, guided tours, routes and activities, classifying their services on the basis of the type of travel proposed (for example, group travel, family travel, work or adventure travel, relaxing travel, wellness travel, luxury travel and so on) or based on a holiday theme (for example, cultural itineraries, scenic tours, culture and art tours, celebrity tours, UNESCO routes and so on).

Through the 'Travel Info Pages' section, PSPs can provide general information services about destinations, for example, from dealing with all necessary documents to enter a country (passport, visa, etc.), to providing information 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), as well as advice on travel obligations (such as, for example, indications on baggage size, check-in formalities, or regulations regarding flight delays or cancellations and so on).

Finally, PSPs can also benefit from the 'Travel Social' section which allows the exchange of information between users and PSPs. 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.

5.5. By signing up on the site, PSPs will also benefit from the creation of their own personalized page ('profile') on which they can publish and promote their advertisements and offers, sell their services and communicate their contact details. In this way, the supplier guarantees direct contact between users and PSPs who can then proceed to negotiate independently without any type of mediation on the part of the supplier.

5.6. The supplier offers PSPs the choice to use the profiling service, provided that users have already expressed their consent, in compliance with the regulation on data protection. This profiling service consists in the analysis and processing of data relating to users with the aim of classifying them according to selected travel themes, the type of travel sought or the preferences set. In this way, the supplier facilitates a match between the user's requests and the service offered by the PSP.

5.7. Finally, PSPs have the option to include a link to their professional website on their profile page, so that users are redirected to the latter and can negotiate directly on the PSP's website ('Affiliate marketing').

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

6.1. In order to access and use the Tripchilkis platform, the PSP shall be 18 years of age or over. By accessing or using the Tripchilkis platform, the PSP declares and provides the guarantee that she is at least eighteen years old. If the PSP registers an account on behalf of a legal entity, she declares and guarantees that she has the necessary powers of representation.

6.2. In order to access and use the services of the Tripchilkis platform, the PSP shall sign up to the platform and create an account (hereinafter referred to as 'PSP account'). The PSP can create her own account by providing the following data: e-mail address, password, personal data and company details. The PSP also has the possibility to add: a description of the company with information about its activity (such as opening hours, prices, services, etc.), the selection of one or more types of traveller, the selection of one business type, links to her website or third party services (such as social networks) and images.

6.3. During the registration process, the PSP 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 PSP shall not transfer to third parties in any way either her account or the rights deriving from the contract.

6.5. The PSP 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 PSP 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 PSP 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. PSP's contact references

7.1. The PSP 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 PSP 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. Registration to the Tripchilkis platform is free of charge.

9. Indemnity

9.1. The PSP 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 PSP of these terms or the Tripchilkis platform rules;
- (b) the breach by the PSP of any law or regulation of the Italian legal system;
- (c) the improper use by the PSP of the Tripchilkis platform;
- (d) penalties of any kind related to the previous points.

10. Duration of the contract

10.1 This contract will have effect for a period of one year from the date of activation of the service.

10.2. Once the above-mentioned term of one year expires, the services of the platform will be disabled if the PSP does not explicitly request renewal by proceeding with payment of the relative fees as indicated in the previous Article 8.

10.3. If services are disabled due to non-renewal, any refund to users, in relation to already confirmed reservations, will depend on the terms of the PSP's policy of cancellation, which the supplier is not responsible for.

11. Termination of the contract by the supplier

11.1. The supplier may terminate this contract, interrupt or suspend access to the Tripchilkis platform with immediate effect and without notice:

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

11.2. In all cases of termination of the contract, suspension or blocking of the Tripchilkis platform which the PSP is not responsible for, the supplier will refund the part of the fee collected proportionally to the residual duration of the contract.

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 supplier will notify changes to these terms by sending an e-mail to the PSP's e-mail address at least thirty days before the date they become effective or by publishing a post on the platform. Should the PSP disagree with the revised terms, she may terminate this contract with immediate effect. In this case, the supplier undertakes to return to the PSP the part of the fee which may already have been paid in proportion to the residual duration of the contract.

12.3. Otherwise, should the PSP not exercise her right of withdrawal within thirty days prior to the entry into force of the new contractual terms, these will be deemed as accepted in their updated or modified version and the PSP will lose the right to the refund of the part of the fee already paid proportionally to the residual duration of the contract.

12.4. 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 PSP 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 PSP agrees to transfer free of charge to the supplier all copyrights and related rights in relation to the contents published by the PSP on the Tripchilkis platform. In particular, the PSP 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. During the validity of this contract, the supplier allows the PSP to integrate with any updates the published contents concerning the information regarding the identity of the PSP, her organization and the services it offers.

13.4. The PSP 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.

13.5. 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.

13.6. 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.

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

13.8. The contents published by the PSP 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 PSP therefore declares her awareness and accepts that she may also be contacted by third parties who might be unrelated to the Tripchilkis platform.

14. Privacy and cookie policy

14.1. The supplier complies with the current regulation on data protection and cookies. For further information, the PSP can consult the policies regarding the protection of personal data and cookies [here](#)[link].

14.2. The PSP declares she is acquainted with the regulation on data protection and shall be compliant with it, making provision independently and with sole responsibility for the fulfilment of her obligations.

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. 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. 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.

15.2. The PSP is the sole party responsible and assumes all liability for her ads, services and products. Therefore, the supplier declines all liability relating to claims or demands regarding the services offered by PSPs (including issues concerning price, conditions or specific requests). 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.

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

15.4. The PSP 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. The PSP declares also her responsibility and liability to every published content and the relating thereto responsibility and liability for privacy regulations.

15.5. 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.

15.6. It is always The PSP's responsibility to collect, retain, send and pay applicable taxes to the competent authorities. The supplier shall not be held responsible for the collection, retention, sending or payment of applicable taxes or any additional costs to the competent authorities

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 PSP 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 PSPs signed up on the platform for marketing purposes. For this purpose, when the PSP is a natural person, on the occasion of each new initiative the supplier shall request specific consent from the PSP 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. Taking into account that neither of the parties to this contract has the status of consumer, notwithstanding Article 12 of Legislative Decree no. 70/2003, the PSP and the supplier agree to omit the information about the conclusion of the contract referred to in the aforementioned articles, acknowledging that these terms adequately set out the terms of conclusion of the contract referred to in this document.

18. The supplier's contact details

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

address of headquarters: Via Europa 15, 39031 - Brunico

telephone number: +390474554950

e-mail address: info@tripchilkis.com

certified e-mail address: 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.

19.2. The above provision will not be applicable if the laws in force in the PSP'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.

21. General provisions

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