

Terms and Conditions for TRAVELUTION

Effective Date: **1 July 2025**

Company Name: APARDO / **TRAVELUTION DIGITAL HUB SOLUTIONS LIMITED “TRAVELUTION”** [under incorporation]

Legal Entity: Travelution Digital Hub Solutions Limited [under incorporation]

Website: <https://www.TRAVELUTION.ai>

1. Introduction

Welcome to **TRAVELUTION**, your curated marketplace for discovering exclusive travel experiences at unbeatable prices. Our platform connects users across the European Union with trusted travel providers — including hotels, tour operators, experience hosts, and transport providers — offering limited-time promotional deals (“Deals”) that can be purchased and redeemed via digital Vouchers.

TRAVELUTION is operated by Travelution Digital Hub Solutions Limited a company under incorporation under the laws of IRELAND, with its registered office at Landscape House, Baldonnell Business Park, Baldonnell, Dublin 22 D22P3K7 and company registration number **TBD**.

We operate in accordance with EU and national laws governing consumer protection, data privacy, digital transparency, and e-commerce.

We aim to simplify access to exciting travel experiences by working directly with licensed travel providers.

Users browse and purchase offers through the Platform, but the travel services themselves are provided by independent third-party **Merchants**, not by us.

These Terms and Conditions (“Terms”) establish the legal framework governing your use of the Platform — whether as a visitor, registered user, or purchaser of a travel Deal. **Please read them carefully before using our services. If you do not accept these Terms, you must refrain from using the Platform.**

These Terms are important as they, together with your booking confirmation email (the “Booking Confirmation”), set out the legal terms on which services are made available to you through our platform. They also cover any interactions or communications you have with us through our platform.

Your use of our platform is conditioned upon your acceptance of these Terms. **To book a service, you must also accept these Terms. If you do not accept these Terms, please do not use our platform or book any service.**

By continuing to access or use **TRAVELUTION**, you confirm that:

- You are at least 18 years old (or the age of majority in your jurisdiction);
- You have read, understood, and agreed to these Terms;
- You consent to our processing of your personal data in accordance with our **[Privacy Policy]**.

These Terms are designed in compliance with key EU directives including:

- **Directive 2011/83/EU** on Consumer Rights;
- **Directive 2000/31/EC** on E-Commerce;
- **Regulation (EU) 2016/679** (GDPR) on personal data protection; and
- **Directive (EU) 2019/2161** (Omnibus Directive), which enhances digital transparency and introduces stricter obligations for platforms presenting ranked search results, user reviews, discounts, and pricing information.

Since **TRAVELUTION** includes users who may earn commissions for promotional activities, and since we operate in the EU, we are subject to **DAC7** (Council Directive (EU) 2021/514), which **requires digital platform operators to report income earned by users to local tax authorities**.

As a digital marketplace operator, we are committed to providing:

- Clear identification of the business status of each Merchant (i.e., trader or private seller);
- Disclosure of whether the ranking of offers has been paid for or influenced by compensation;
- Transparent price comparisons and discount claims;
- Verified consumer reviews (only from actual purchasers where applicable).

For more details, please consult the relevant sections of these Terms or contact our legal team at [office@**TRAVELUTION**.ai].

These Terms and Conditions ("Terms") govern your use of our website and mobile application (collectively, the "Platform"). By accessing or using the Platform, you agree to comply with and be legally bound by these Terms. **If you do not agree to these Terms, please do not use our Platform.**

These Terms are intended to comply with EU regulations, including the Consumer Rights Directive (2011/83/EU), the Unfair Commercial Practices Directive (2005/29/EC), and the General Data Protection Regulation (GDPR - Regulation (EU) 2016/679). They govern all aspects of your relationship with

us and the Merchants whose services and goods are offered through our Platform.

We may change these Terms at any time, and your future use of our platform following changes to these Terms is subject to your acceptance of the updated Terms.

2. Definitions

- “We”, “us”, “our”: Refers to **TRAVELUTION** and its affiliates.
 - “our Group of Companies” refers to us, and our subsidiaries and corporate Affiliates
 - “our Partners” refers to any affiliated, co-branded, or linked website through which our Group of Companies provides content or service
 - “Merchant”, “Service Provider”: A third-party vendor listed on our Platform who offers goods or services through promotional deals.
 - “Our Platform” refers to the provision of our websites, apps, and online tools (including our Back Office infrastructure functionalities).
 - “Platform Content”: All materials, including text, graphics, logos, icons, and software on the Platform.
 - “User”, “you”: Any natural or legal person using the Platform.
 - “Services” refer to the services made available to you by the relevant Service Provider(s) through our platform, such as stays at a property, rentals, or other activities
 - “Voucher”: A digital or printable certificate purchased through the Platform that entitles the holder to redeem specified goods or services.
 - “Deal”: The specific promotional offering listed by the Merchant and available for purchase via the Platform.
 - “Redemption”: The process of using a Voucher to obtain goods or services from the Merchant.
 - “Consumer Rights Directive”: Directive 2011/83/EU on consumer rights.
 - “Unfair Commercial Practices Directive”: Directive 2005/29/EC, which prohibits misleading or aggressive marketing practices.
 - “GDPR”: The General Data Protection Regulation (EU) 2016/679.
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3. Eligibility

You must:

- Be at least 18 years old.
- Be legally capable and authorised to enter into contracts in your jurisdiction.

- Use the Platform in accordance with these Terms and applicable law.

The Platform is not intended for use by minors. Misrepresentation of age constitutes a breach of these Terms.

We provide our platform to help you find information about services and assist you in booking those services. It is provided to you for no other purpose.

You agree that:

- You will only use our platform for personal and non-commercial purposes, also considering you may engage with us as an “IID” (see section 27 below).
- You will use our platform lawfully and in compliance with these Terms.
- All information supplied by you is true, accurate, current, and complete.
- If you have an account with us, you will safeguard your account information and be responsible for any use of your account by you or others.
- If you book on behalf of others:
 - You will inform them about the terms that apply to the booking (including the Rules and Restrictions) and ensure that they agree to such terms.
 - You are responsible for paying any amounts due, making any changes or cancellations, and all other matters relating to the booking.
- You also agree not to:
 - Make any false or fraudulent bookings.
 - Access, monitor, or copy any content on our platform using automated means.
 - Violate restrictions in any robot exclusion headers or bypass other measures that limit access to our platform.
 - Take any action that imposes an unreasonable load on our infrastructure.

We reserve the right to deny access to anyone at any time for any valid reason.

We may also make improvements and changes to our platform from time to time in the interest of compliance with key EU directives. To enhance user and merchant experience in engaging with our platform.

4. Account Registration (TRAVELUTION Account)

- Registration is required for purchasing Vouchers, saving preferences, and accessing certain features.
- You agree to:
 - Provide complete and accurate information.
 - Update your information as needed.
 - Keep login credentials confidential.
- We reserve the right to:
 - Reject or suspend accounts suspected of fraud or abuse.
 - Take legal action where applicable.

Note:

- To create an account, you must be at least 18 years old and follow the registration instructions provided in the **TRAVELUTION** app. Your **TRAVELUTION** account enables you to access and manage your travel bookings.
- The same credentials can be used across the **TRAVELUTION** platform.
- To access and use the **TRAVELUTION** travel services, you are required to create a **TRAVELUTION** Account.
- Instead of creating an account with a username and password, you may choose to sign up or log in using third-party authentication services provided by Google or Apple in their respective platforms.
 - This allows for a more streamlined and secure sign-in process.
 - By choosing to sign in using “Continue with Google” or “Continue with Apple”, you authorize **TRAVELUTION** to access certain personal information associated with your Google or Apple account, such as your name, email address, and profile picture.
 - The information we collect is used solely for the purpose of creating and managing your **TRAVELUTION** account, enabling travel-related services, and personalizing your experience.
- Responsibilities and Security (Third-Party Authentication):
 - Account Information: You are responsible for maintaining the accuracy of the information associated with your **TRAVELUTION** account. If any changes occur in your Google or Apple account (e.g., a change of email address), it is your responsibility to update this information accordingly in your **TRAVELUTION** account settings.
 - Account Security: When using third-party sign-in options, Google or Apple may also provide additional layers of security such as two-factor authentication (2FA). While **TRAVELUTION** leverages these secure methods, you are responsible for safeguarding access to your device and your associated Google or Apple credentials. Do not share your credentials or allow unauthorized access to your account.
 - Account Access: In the event of a security breach, or if you suspect any unauthorized use of your **TRAVELUTION** account, you must notify us immediately.

- We are not responsible for any losses or damages arising from unauthorized use of your account unless we fail to take reasonable measures to secure your data.
 - By using the Google or Apple authentication to create or log in to your **TRAVELUTION** account, you agree to comply with the terms and conditions of the respective authentication provider (Google or Apple). **TRAVELUTION** does not have control over the privacy practices or security measures of these third-party platforms. We recommend that you review their privacy policies and terms of service to understand how they handle your data.
 - Termination of Account
 - **You may terminate your TRAVELUTION account at any time by following the instructions in the account settings.** If you terminate your account, we will stop processing your personal data related to the account, except where we are required to retain it to comply with legal obligations. Please note that some travel services may not be available after termination, and any pending travel bookings may be canceled.
 - Search Results
 - We aim to make search results as relevant as possible by allowing you to sort results based on factors such as price, guest reviews, or your preferences. Some options are paid-for listings clearly labeled as “Ad” to distinguish them from other travel options.
 - Redirection and Third-Party Booking Services
 - If you are redirected to a third-party booking service (such as car rentals), any bookings made are with the third party, and their terms and conditions apply. We are not responsible for such bookings.
 - Booking Confirmation
 - Your Booking Confirmation will include essential details of your reservation, such as the service description and the total price.
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5. Nature of the Platform and Subscription Model

Our Platform acts as a facilitator of transactions between Users and Merchants. We do not own or control any goods or services offered. We act as a limited agent for the Merchant in collecting payment and distributing Vouchers.

The purchase contract for any Deal is formed directly between the User and the Merchant, not between the User and **TRAVELUTION**.

We do not assume liability for:

- **The actual performance of the Deal.**
- **Availability of the Merchant's services or goods.**
- **The Merchant's compliance with laws.**

TRAVELUTION offers access to premium application features through an annual subscription plan.

- This subscription:
 - Is available through our website at <https://TRAVELUTION.ai/subscription>,
 - Involves the purchase of a yearly digital license and optional club membership,
 - Is visible and manageable through your mobile device settings (for in-app purchases).
- Subscriber Benefits
By subscribing, you gain full access to additional features and exclusive member benefits, as described in the application. Please note:
 - **Benefits may change over time and are subject to updates to improve the service.**
 - A current list of features and benefits is always available within the app interface.
- Renewals and Cancellations
You may cancel your subscription at any time via your account or device settings. In accordance with EU law:
 - If you subscribe as a consumer, you have a 14-day right of withdrawal from the date of purchase, unless digital content or features are accessed immediately after subscribing (in which case the right may be waived).
 - Refunds for unused subscription periods may be granted where required by law or based on our discretionary policy.

For full details, see our Cancellation and Refund Policy available on our website.

6. Purchasing a Voucher, Price and Payment Processing

- All prices are **inclusive of VAT** unless otherwise stated.
- The offer price, redemption conditions, and expiry dates are clearly stated.
- Vouchers become active only after successful payment and confirmation.

- Merchants may impose their own restrictions (e.g., reservation requirements).
- All transactions are final unless stated otherwise in these Terms or under statutory EU rights.
- Price:
 - The price for the Travel Service(s) will be as displayed on our platform, except in cases of obvious error.
 - Prices are dynamic and may change at any time, but price changes will not affect accepted bookings, except in cases of an apparent error. If such an error occurs, we will offer you the option to pay the correct price or cancel your booking without penalty.
- Taxes:
 - Displayed prices include taxes or tax recovery charges. These may include VAT, sales tax, occupancy tax, or other similar taxes.
 - Local taxes may vary based on the jurisdiction, and changes in tax rates between booking and stay dates may affect the amount owed. In certain cases, local taxes will be collected by the Travel Service Provider, and you will be notified prior to booking if applicable.
 - The Travel Service Provider is responsible for remitting taxes to the authorities, and any discrepancies or adjustments in tax amounts due to varying jurisdictional rules will be handled accordingly.
- Payment Processing:
 - All payments for Travel Services on **TRAVELUTION** are processed through Pay-inn processor.
 - We accept various payment methods, including credit cards, Apple Pay, and Google Pay. Payments are taken at the time of booking ("Pay Now") and will be processed in your local currency, depending on the payment method.
- Payment Verification:
 - You authorize **TRAVELUTION** and Payment Provider to verify your payment method through pre-authorization or nominal charges, and upon successful verification, the full amount will be charged.
- Fees and Currency Conversion:
 - Your card issuer may impose additional fees for international or currency conversion transactions. If your card currency differs from the booking currency, your card issuer might convert the amount and apply a conversion fee.

- **TRAVELUTION** is not responsible for these fees; please contact your card issuer for any questions regarding fees or exchange rates.
 - Fraud Prevention: If your booking shows signs of fraud or suspicious activity, **TRAVELUTION** may request additional information or cancel your booking to prevent potential abuse.
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7. Right of Withdrawal

In accordance with Article 9 of the Consumer Rights Directive, you may cancel your purchase within 14 days from the date of confirmation. This is your statutory cooling-off period.

Limitations:

- If a Voucher is redeemed during the withdrawal period, the right to withdraw is forfeited.
- Vouchers tied to a specific date (e.g., concerts, spa bookings) are exempt.

How to Withdraw:

- Contact us at support@TRAVELUTION.ai with your name, email, order ID, and a clear request to withdraw.
 - Refunds will be processed within 14 days to the original payment method.
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8. Redemption and Use

- Redemption instructions are included with each Voucher.
 - You must present a valid ID or booking reference if required.
 - Failure to comply with Merchant instructions (e.g., late cancellation) may void the Voucher.
 - Partial redemption does not entitle you to a refund unless required by national law.
 - Vouchers are not transferable without written permission from us.
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9. Merchant Obligations

- Merchants must:
 - Provide services as advertised.
 - Comply with Directive 2005/29/EC and Directive 2011/83/EU.

- Hold all licenses or authorizations required by law.
- If a Merchant goes out of business or fails to honor a Voucher, we will make reasonable efforts to secure a refund or suitable alternative.

We reserve the right to delist any Merchant failing to comply with obligations or receiving repeated negative reviews.

10. Cancellations and Refunds

- In addition to these Terms, other terms and conditions provided by Service Providers (such as a property's terms and conditions or a rental agreement) also apply to your booking ("Rules and Restrictions").
- To make a booking, **you must accept the Rules and Restrictions of the Service Provider** that you select. The relevant Rules and Restrictions are provided to you before you make a booking and are incorporated by reference into these Terms.
- If you violate a Service Provider's Rules and Restrictions, your booking may be canceled, and you may be denied access to the relevant service. You may also lose any money paid for such booking, and we or the Service Provider may debit your account for any costs we or they incur as a result of such violation.
- Refunds after the statutory withdrawal period are granted at our discretion and may be provided in the form of credit.
- If a Merchant is at fault, we may issue a full refund or offer a substitute Deal.
- Any refund request must include:
 - Order ID
 - Reason for request
 - Supporting documentation, if applicable
- Refunds will be made within 14 days if approved.

Cancelling a Booking

- **Cancellation by You**

You may cancel or modify your booking (e.g. dates, destination, or accommodation) directly within the app or by contacting our customer service. All cancellations and modifications are subject to the specific **rules and restrictions of the relevant Travel Provider**, which are clearly disclosed at the time of booking.

Please note that:

- **Cancellation fees** may apply depending on the Travel Provider's policies.

- **Price differences** may occur if you modify your booking (e.g. change of travel dates or accommodation type).

We strongly recommend reviewing the Travel Provider's terms before confirming your booking.

- **Cancellations by Travel Provider or Non-payment**

If your booking is cancelled due to reasons beyond your control (e.g. overbooking, business closure, or provider-initiated cancellation) or because payment was not completed in time, **TRAVELUTION** will notify you as soon as reasonably possible and:

- Offer an alternative booking (where available), or
- Provide a refund in accordance with the Travel Provider's refund policy.

Refund Process

Refunds will be issued to the original payment method used during booking. While **TRAVELUTION** facilitates the request, **the refund timeline and approval are subject to the Travel Provider's processing procedures**, which may vary.

11. Platform Use and Refund and Right of Withdrawal Policy (for Terms & Conditions)

Platform Use

You agree not to:

- Use the Platform for any unlawful purpose.
- Copy or exploit content for commercial gain.
- Interfere with the security or functionality of the Platform.

We may suspend or terminate access:

- For violations of these Terms
- At our sole discretion

Right of Withdrawal and Refunds

11.1 Under applicable EU consumer protection laws, you have the right to withdraw from a digital service contract within 14 days without providing any reason.

11.2 However, in accordance with **Article 16(m) of Directive 2011/83/EU**, you acknowledge and agree that your right of withdrawal is waived **once the**

digital service has been fully performed or begun with your express consent, and you have acknowledged the loss of the withdrawal right.

11.3 By activating your Travelution membership or accessing the service platform after purchase, you expressly:

- **Request immediate access to the service; and**
- **Consent to the start of service delivery during the 14-day withdrawal period; and**
- **Confirm that you understand this means you lose your statutory right of withdrawal once the service begins.**

11.4 If you do **not** activate or use the service within the withdrawal period, you retain your right to cancel within 14 days by contacting us at **office@travelution.ai**.

12. Intellectual Property

All Platform Content is protected by copyright, trademark, and EU intellectual property laws. Unauthorized use is prohibited.

You may not:

- Modify, reverse-engineer, or distribute our software.
- Use our trademarks without consent.

See below for further information.

13. User Content

13.1 Content Monitoring and Moderation

We reserve the right, but are not obligated, to review, monitor, edit, or remove any content submitted, uploaded, or published by users on our platform, at our sole discretion and without prior notice, if we believe it violates these Terms, applicable laws, or the rights of third parties.

13.2 Use of Feedback

By submitting suggestions, feedback, or other input regarding our Services, you grant us a non-exclusive, worldwide, royalty-free, perpetual, and irrevocable license to use, reproduce, display, publish, or incorporate such feedback into our Services or promotional materials, without any obligation to compensate you.

13.3 Responsibility for User Content

You are solely responsible for all content you submit or share through the Services. This includes, but is not limited to, ensuring that the content:

- Does not infringe on the rights (including intellectual property rights) of third parties;
- Is lawful, accurate, and not misleading;
- Does not violate any applicable laws or regulations.

You agree to indemnify and hold us harmless from and against any claims, damages, liabilities, or expenses (including legal fees) arising out of or related to content you submit or your violation of these Terms.

14. Intellectual Property Policy and Notices

14.1. Respect for Intellectual Property Rights

- **TRAVELUTION** respects the intellectual property rights of others and expects users of our Services to do the same.
- You are strictly prohibited from uploading, sharing, or posting any content that infringes third-party copyrights, trademarks, or other proprietary rights.
- If we become aware that you have repeatedly infringed intellectual property rights, we may suspend or permanently terminate your account, in accordance with applicable laws and our internal policies.
- If you believe that your intellectual property rights have been violated through content hosted or shared via **TRAVELUTION**, please contact us at:
office@**TRAVELUTION**.ai
Please include sufficient information to identify the alleged infringement, and we will respond in accordance with applicable EU law.

14.2. Software Licensing

Any software or digital tools made available through the **TRAVELUTION** platform are protected by copyright and other applicable intellectual property laws. You are granted a limited, non-exclusive, non-transferable, and revocable license to use the software solely for your personal, non-commercial use in connection with the Services.

You may not reproduce, distribute, modify, reverse-engineer, sublicense, or otherwise exploit the software beyond what is expressly permitted by law or by these Terms. Any unauthorized use may lead to suspension of access and possible legal action.

14.3. Mapping Services

The mapping functionality within **TRAVELUTION** uses third-party services, including Google Maps and OpenStreetMap.

Your use of these mapping features is subject to their respective terms and policies, which can be found at:

- Google Maps Terms of Service
 - OpenStreetMap License
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15. Notice and Takedown Policy

TRAVELUTION respects the intellectual property and legal rights of others and takes all complaints regarding potentially unlawful or infringing content seriously. If you believe that any content hosted or accessible via our Services infringes your intellectual property rights, violates applicable laws, or otherwise breaches these Terms, you may submit a formal notice requesting its removal.

We will review all valid notices and take appropriate action, which may include removal or disabling access to the reported content and, where applicable, suspending repeat infringers.

- How to Submit a Notice

Please submit your takedown request via email to:

legal@**TRAVELUTION**.ai

with the subject line: "Notice of Alleged Infringement"

To be legally valid and allow us to process it efficiently, your notice must include the following information:

Notice of Alleged Infringement – Required Information

1. Your full name and, if applicable, the name of the organisation you represent.
2. Your contact information, including your email address and postal address.
3. A clear description of the content you believe to be infringing or unlawful, and the exact location (URL) on our platform where it appears.
4. A statement describing why you believe the content violates your rights or applicable laws, including sufficient detail to support your claim (e.g.

copyright registration number, trademark certificate, evidence of ownership).

5. A statement that you believe, in good faith, that the use of the material is not authorised by the rights holder, its agent, or the law.
6. A statement confirming that the information in your notice is accurate and that you are authorised to act on behalf of the rights holder or the affected party.
7. Your signature (physical or electronic).

- What Happens Next

- Upon receipt of a valid notice, we will acknowledge your request and investigate the matter.
- If the content is found to be in breach of applicable laws or our Terms, we will remove it or restrict access within a reasonable timeframe.
- In some cases, we may forward the notice to the content uploader, who may have the opportunity to respond with a counter-notice where legally appropriate.

We reserve the right to reject incomplete or clearly unfounded notices.

- Abuse of Process

Submitting false or malicious takedown notices may result in legal liability. You must ensure the accuracy of your claims and your right to act on behalf of the affected party.

16. Disclaimers and Indemnifications

We make no guarantees regarding:

- Availability or uninterrupted access to the Platform
- Accuracy or completeness of Deal descriptions
- Suitability of goods or services for your needs

Use of the Platform is at your own risk.

You agree to indemnify, defend and hold harmless **TRAVELUTION** and its parents, subsidiaries and affiliates and each of their respective owners, members, managers, directors, officers, employees, and agents (collectively as “Indemnitees”) from and against

- any expenses (including reasonable attorney’s costs),
- losses, damage and

- liabilities including any regulatory investigation or third-party subpoena costs (“Losses”) arising out of any third-party claim brought against any of the

Indemnitees that result from or relates to:

- your use of the Services.
 - access to the Services by you or any person using your User Account and password.
 - your breach of these Terms; or
 - your User Content published through the Application.
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17. Limitation of Liability

- We are not liable for losses not reasonably foreseeable.
- Maximum liability is the amount paid for the disputed Voucher.
- Nothing excludes liability for gross negligence, fraud, or personal injury caused by our fault.

Nothing in these Terms shall exclude or limit **TRAVELUTION**'s liability where such limitation or exclusion would be unlawful under applicable law. This includes liability for death or personal injury caused by our negligence, for fraud or fraudulent misrepresentation, and for any failure to provide the Services in accordance with your legal rights as a consumer under applicable EU law.

To the extent permitted by law, **TRAVELUTION** shall not be liable for any indirect, incidental, or consequential loss or damage not reasonably foreseeable by both parties at the time of entering into this agreement. This includes, for example, loss of profits, business opportunities, or data, where such losses are not the direct result of our breach or negligence.

If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach or failure to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable.

Subject to the above, and only to the extent permitted by law, **TRAVELUTION**'s total aggregate liability arising from your use of the Services will not exceed the amount you paid for the Services in the 12 months prior to the event giving rise to the claim, or EUR 100—whichever is greater.

This limitation does not affect any statutory rights you may have under applicable national or EU consumer protection laws, including your right to

receive services that conform with the contract and are of satisfactory quality, fit for purpose, and as described.

18. Data Protection and Privacy

We process personal data in accordance with:

- The GDPR (EU 2016/679)
- National data protection laws

You have rights to:

- Access your data
- Correct or delete inaccurate data
- Restrict or object to processing
- File a complaint with your national Data Protection Authority

Full details are provided in our Privacy Policy.

19. Confidentiality, Publicity and Marketing Consent

- **As read with Section 4 Account Registration (TRAVELUTION Account).**
- Both **TRAVELUTION** and the User agree that all financial, business and technical information (e.g. business and marketing plans and strategies, business relationships, vendor information and customer information, source code, and trade secrets), including any information disclosed by or on behalf of **TRAVELUTION** or the User in relation to the provision of Services that is of nature that should reasonably be considered to be confidential and sensitive constitute each party's "Confidential Information".
- **TRAVELUTION** and User represent and warrant that they will **hold in strict confidence, and exercise all reasonable precautions to prevent unauthorized access to, and not disclose or, except for performing their obligations and exercising their rights hereunder, use any Confidential Information.**
- However, the foregoing obligations shall not apply to any Confidential Information that the recipient can demonstrate is
 - previously known by it without restriction;
 - rightfully furnished to it without restriction by a third party;
 - generally available to the public without breach of these Terms;

- independently developed by it without reference to or use of any of the discloser's Confidential Information; or
 - used or disclosed with the express permission of the discloser.
 - For the avoidance of any doubt, User Content is not considered as Confidential Information.
 - **TRAVELUTION is permitted to disclose Confidential Information if required pursuant to any judicial or administrative process or order or as may otherwise be required to be disclosed by law**, however, in such a case it shall, as soon as practicable and prior to any such disclosure, give the discloser sufficient notice and reasonable assistance to contest such requirement or order should it wish to do so.
 - **Marketing Use of Identity or Brand**
Subject to the User's prior consent (where required by applicable data protection laws), **TRAVELUTION** may reference the User's name, logo, brand, and/or public profile in its promotional materials, including but not limited to its website, sales decks, pitch materials, press releases, and presentations to prospective customers, partners, or investors.
 - **Lawful Basis**
 - Where the User is a legal entity (e.g., a company), such use may be based on **TRAVELUTION's legitimate interests** in marketing its services (Article 6(1)(f) GDPR).
 - Where the User is an individual (e.g., a sole trader or private affiliate), **TRAVELUTION** will only carry out such processing **with the User's explicit consent** (Article 6(1)(a) GDPR).
 - **Right to Withdraw Consent**
 - Users may object to or withdraw consent to such use at any time by emailing **office@TRAVELUTION.ai**.
 - Upon receipt of such a request, **TRAVELUTION** will cease further use and make reasonable efforts to remove existing references within a commercially reasonable timeframe.
 - **Data Protection**
Any use of personal data will be handled in accordance with our Privacy Policy, and **TRAVELUTION** will not use such data in a misleading, defamatory, or unlawful context. **TRAVELUTION** will not publish confidential or sensitive information without explicit prior approval.
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20. Third-Party Services

Links to third-party platforms are for convenience. We are not liable for:

- Content or terms on third-party sites
- Accuracy or reliability of external services

Use of third-party services is at your own risk.

21. Modifications to Terms

We may update these Terms to reflect:

- Legal or regulatory changes
- Platform improvements
- Changes to our business model

Notice of material changes will be emailed or displayed on the Platform. Continued use indicates acceptance.

22: No Warranty

Unless expressly stated otherwise in these Terms and to the extent permitted under applicable law, the Services are provided on an “as is” and “as available” basis. **TRAVELUTION** does not make any express warranties or guarantees regarding the operation, availability, or performance of the Services.

While we strive to provide accurate and up-to-date content and functionality, **TRAVELUTION** disclaims, to the maximum extent permitted by applicable law, all implied warranties or conditions, including but not limited to warranties of merchantability, fitness for a particular purpose, and non-infringement.

Nothing in these Terms shall exclude or limit any statutory rights you may have under applicable consumer protection or digital content laws, including your right to receive services that conform to the contract, are of satisfactory quality, and fit for the purposes for which services of that kind are normally used.

23. Governing Law and Jurisdiction

These Terms are governed by the laws of your EU Member State of residence, or by the laws of [Company's registered country] if you reside outside the EU. You may:

- Bring proceedings in the courts of your domicile
 - Seek alternative resolution through the EU ODR platform
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24. Alternative Dispute Resolution (ADR)

You may file a complaint through:

- The EU Online Dispute Resolution (ODR) platform: <https://ec.europa.eu/consumers/odr>
- Your national consumer dispute resolution body

We commit to resolving disputes fairly and transparently.

25. TRAVELUTION Travel Service Specific Terms

TRAVELUTION operates as a social travel network enabling users to discover and share their top rated attractions. This feature is intended for informational and community-building purposes only.

- Ratings
 - Attraction ratings reflect individual user opinions and preferences.
 - These ratings are displayed for reference only and are not commercial endorsements.
 - There is no messaging, commenting, or direct interaction between users on the platform.
 - Changes and Cancellations
 - **TRAVELUTION** does not require deposits for attraction listings or community features.
 - If you book services via third-party Travel Providers, changes and cancellations are governed by the provider's individual terms and policies.
 - Refunds
 - All refunds for Travel Provider services are processed according to the applicable terms and conditions of the provider.
 - **TRAVELUTION is not responsible for decisions made by external providers regarding refunds.**
-

26. Income Disclaimer

Turn your passion for travel into a professional journey with **TRAVELUTION**. As a trusted partner, you will gain access to powerful tools, exclusive travel benefits, and the opportunity to grow your own brand by sharing our platform. Whether you are a content creator, entrepreneur, or simply love to explore, **TRAVELUTION** offers a flexible way to connect your lifestyle with a meaningful opportunity. Let us travel, inspire, and grow—together.

The income or earnings mentioned in any materials, including presentations, websites, social media posts, or testimonials, do not represent typical results.

Earnings vary significantly and depend on many factors such as time, effort, skill, commitment, and market conditions.

This business is not a “get rich quick” opportunity. Most participants earn little to no income, and some may lose money after expenses (e.g., product purchases, marketing, training, travel).

Any income figures or testimonials shared are for illustrative purposes only and may not reflect your experience. We do not guarantee any level of success or income. Your results may differ and are entirely dependent on your individual efforts.

In compliance with applicable laws, we provide an Income Disclosure Statement (IDS) that includes average earnings of participants across different levels.

We encourage you to review it carefully before joining or making any business decisions.

For questions about this opportunity or the IDS, please contact us at office@TRAVELUTION.ai

27. Relationship status (in case of Independent Influencer Distributorship “IID”)

An **Independent Influencer Distributor (“IID”)** is a person or legal entity who obtains a referral link, promotional guidelines, and promotional materials for the purpose of independently promoting **TRAVELUTION**'s products and services.

By registering or acting as an IID, you acknowledge and agree that:

- You are operating as an **independent contractor** and not as an employee, agent, franchisee, or partner of **TRAVELUTION**.
- You are solely responsible for managing your business activities, including compliance with local laws and payment of all applicable **taxes, social contributions, and registrations** in your country of residence or operation.
- You do **not acquire any exclusive rights**, territorial rights, or employment entitlements through your IID status.

This engagement **does not constitute a franchise, agency, or commercial distributorship**. There is **no mandatory purchase requirement** to become or remain an IID, and no enrolment fee is charged except for the optional license fee associated with the Back Office software (where applicable).

Participation as an IID is entirely **voluntary**. Any product purchases made through **TRAVELUTION** are strictly **optional** and not a condition of your participation or compensation.

- **Presentation and Compliance Obligations of Independent Influencer Distributors (IIDs)**

As an Independent Influencer Distributor ("IID"), you agree to represent **TRAVELUTION's** brand, mission, and products truthfully, professionally, and in accordance with official communication guidelines provided by **TRAVELUTION**. You are only permitted to present **TRAVELUTION's** vision and mission using official materials and presentation formats approved by the company. Failure to follow these guidelines may result in the termination of your status as an IID, in line with our Terms and Policies.

Specifically, you agree to the following:

1. **No Enrollment Fee Disclosure**

In every presentation or communication with prospective IIDs, you are required to clearly and transparently disclose that there is **no enrollment fee** required to become an Independent Influencer Distributor with **TRAVELUTION**. This disclosure must be made **before** any further explanation or promotional content.

2. **Acknowledgment of Terms and Policies**

You confirm that you have **read, understood, and agreed** to comply with **TRAVELUTION's** current Terms and Conditions as well as its Policies and Procedures. These documents form an **integral and binding part** of your agreement with **TRAVELUTION**.

3. **Ongoing Compliance and Standing**

You acknowledge that in order to receive any compensation, bonus, or commission from **TRAVELUTION**, you must be in **good standing** and **not in violation** of any applicable rules, policies, or contractual terms.

4. **Acceptance of Amendments**

Your continued participation as an IID and your acceptance of any

commission or benefit shall constitute your **continued acceptance of the Terms and Conditions**, the Policies and Procedures, and any **lawful amendments** made to them. All amendments will be communicated in advance and made available through official channels.

- **Amendments and Updates to Terms and Compensation Structure**

To ensure continued compliance with applicable laws, evolving regulatory requirements, and market conditions, **TRAVELUTION** may, from time to time, introduce additional Terms and Conditions specific to Independent Influencer Distributors (IIDs), and may also amend its compensation structure and related provisions set out in the Booklet and the Policies and Procedures. Any such updates or modifications shall become **legally binding only after**:

1. They are **clearly communicated in advance** through the official **TRAVELUTION** website or other formal communication channels; and
2. A **reasonable notice period** has been provided to allow IIDs to review and, if necessary, terminate their participation without penalty before the changes take effect.

By continuing to act as an IID after such notice and effective date of the changes, you acknowledge and accept the updated Terms, Policies, or Compensation Structure as part of your ongoing contractual relationship with **TRAVELUTION**.

- **Compliance with Legal Age Requirements and Marketing Guidelines**

You agree that you are responsible for ensuring that any individuals you refer or enroll as Independent Influencer Distributors (IIDs) are **natural persons of legal age and full legal capacity** in their country of residence, in accordance with applicable laws.

You further agree **not to make any unauthorized claims, statements, or representations** regarding **TRAVELUTION**'s products or services that are not expressly included in official **TRAVELUTION** communications, such as the website, product materials, or approved marketing guidelines.

Any unauthorized claims — including misleading, exaggerated, or non-compliant marketing practices — are strictly prohibited. You agree to **indemnify and hold TRAVELUTION harmless** for any legal, regulatory, or reputational consequences arising from such unapproved statements, to the extent permitted by applicable law.

- **Transfer, Inheritance, and Assignment of IID Status**

Your status as an Independent Influencer Distributor is **personal** and may **not be transferred, sold, or assigned** to another party during your lifetime without the **prior written consent** of **TRAVELUTION**. Any request for such a transfer will be considered only under **exceptional circumstances**, such as medical, social, or other substantial inability to continue the activity, and must comply with all applicable laws and internal procedures.

Upon your death, your IID position may be **transferred by inheritance or bequest** in accordance with the laws of succession in your jurisdiction, subject to **TRAVELUTION**'s reasonable verification of legal documentation and acceptance of the successor.

- **Formation and Acceptance of the Agreement**

This Agreement shall become effective upon your formal acceptance by:

- Submitting a completed application through the **TRAVELUTION** website or other digital interface by affirmatively accepting the Terms and Conditions (e.g., via checkbox or confirmation button); or
- Delivering a signed agreement in writing, whether via email, physical mail, or fax; and
- Upon confirmation and acknowledgment by **TRAVELUTION** of your acceptance.

By completing the above steps, you enter into a **legally binding agreement** governed by applicable laws, including EU consumer and contract law.

- **Provision of Materials and Access to Back Office**

As an Independent Influencer Distributor (IID) of **TRAVELUTION**, you will be granted access to **official Promotional Materials** and **Marketing Guidelines** designed to support you in carrying out your promotional activities in line with **TRAVELUTION**'s standards and brand values. These materials are **mandatory for use** in public-facing communication and must be used in accordance with the Marketing Guidelines provided.

TRAVELUTION offers the following services and resources to its IIDs:

- Access to **optional promotional tools and content**, which may be fulfilled digitally or physically.
- Eligibility to receive commissions in accordance with **TRAVELUTION**'s **current Compensation Plan**, which forms part of the official Booklet and Policies and Procedures and may be updated from time to time.

All IIDs are entitled to a **30-day free trial period** of **TRAVELUTION**'s **web-based Back Office** system from the date of registration. During this trial period, you will have full access to the system's features to manage your activity, track referrals, and monitor performance.

After the expiration of the trial period, **TRAVELUTION** reserves the right to charge a **monthly license fee** for continued access to the Back Office software. The applicable fee, if any, shall be communicated in advance and published in the **official price list** available at:
<https://www.backoffice.TRAVELUTION.ai>

The license fee, where applicable, constitutes compensation for the continued use and maintenance of the software platform and shall be charged in accordance with applicable EU consumer protection and digital services regulations.

- **Ethical Conduct and Responsible Communication**

As an Independent Influencer Distributor (IID) of **TRAVELUTION**, you agree to communicate in a **truthful, respectful, and transparent manner**. You shall refrain from making any **false, misleading, exaggerated, or disparaging statements** regarding **TRAVELUTION**, its founders, employees, the compensation plan, the structure of IID roles, or the company's mission and values.

In particular:

- You are strictly prohibited from making **income claims, earning projections**, or displaying **commission payments** as marketing tools in any form, including verbal, written, or digital communication.
- The use of **income testimonials**, whether your own or those of others, in the recruitment or promotion of the opportunity is **not permitted**, unless explicitly authorized by **TRAVELUTION** in accordance with applicable EU consumer protection and advertising laws.
- You commit to conducting all IID-related activities in a **courteous, fair, and ethically responsible** manner, in line with **TRAVELUTION's** guidelines and the applicable laws and codes of conduct of your country of residence.

Any breach of these principles may result in the suspension or termination of your IID status, in accordance with the company's Terms and Policies (in line with **Directive 2006/114/EC** on Misleading and Comparative Advertising and EU Code of Conduct for Responsible Business and Marketing Practices).

- **Enroller Assignments and Use of IID and Customer Data**

- The designation of an original enroller (sponsor) is **permanent** and cannot be changed after registration, except in cases where **TRAVELUTION** determines, at its sole discretion and in accordance with its internal policies, that an administrative error or exceptional circumstance warrants a correction.
- All customer and Independent Influencer Distributor (IID) data, including contact information, purchasing history, and network structure, is considered **proprietary information** belonging exclusively to **TRAVELUTION**.
- This information is provided to IIDs **for the sole purpose** of supporting **TRAVELUTION**-related business activities and may not be used — directly or indirectly — for any other **commercial**,

personal, or competing business purpose, including solicitation, resale, or marketing, without **explicit prior written consent** from TRAVELUTION.

Any unauthorized use of such information may result in disciplinary action, including termination of your IID status, and may lead to legal consequences in accordance with applicable data protection, privacy, and competition laws.

- **Chargebacks and Commission Adjustments**
 - You acknowledge and agree that in the event of **product returns, chargebacks, payment reversals, or substantiated cases of fraud** occurring within your customer base or your referred network (downline), **TRAVELUTION** reserves the right to **adjust or reclaim previously paid commissions or bonuses** that were calculated based on those transactions.
 - Such adjustments will be made **in a fair and proportionate manner** and only to the extent that the commissions or bonuses were directly linked to the refunded, cancelled, or fraudulent transactions. You will be provided with a **statement or explanation of the adjustment**, and any recovery of overpaid funds will comply with applicable consumer protection and civil law standards in your country of residence.
 - **TRAVELUTION** commits to ensuring that all such actions are **transparent, legally justified, and non-retroactive beyond what is permitted under applicable EU and local laws.**
- **Consent to Use of Personal Data and Likeness (explicit consent with GDPR requirements)**
 - By participating as an Independent Influencer Distributor (IID), you grant **TRAVELUTION** the **limited, non-exclusive, worldwide right and license** to use your name, photograph, personal story, and/or likeness in **TRAVELUTION's** marketing, promotional, and advertising materials, including digital and print media.
 - You acknowledge that this use will be conducted in accordance with applicable data protection and privacy laws, including the GDPR. You further confirm that you have provided your **explicit, freely given, informed, and unambiguous consent** for such use, which you may **withdraw at any time** by contacting **TRAVELUTION**, subject to any limitations required by law.
 - You waive any entitlement to remuneration, royalties, or other compensation arising from such use. However, **TRAVELUTION** commits to treating your personal data respectfully and in accordance with its published Privacy Policy.

- **You acknowledge and agree that you will be solely responsible for paying your own expenses incurred,** including but not limited to travel, food, lodging, secretarial office, telephone, cell phone and other expenses.
- **Consent to Electronic Communications**
 - By participating as an Independent Influencer Distributor (IID), you consent to receiving communications from **TRAVELUTION** via email, SMS, or other electronic means. These communications may include, but are not limited to, company announcements, updates on bonus programs and promotions, policy changes, and other relevant information.
 - You understand that you may withdraw your consent to marketing communications at any time by following the unsubscribe instructions provided in each communication or by contacting **TRAVELUTION** directly. Withdrawal of consent will not affect communications necessary for the performance of this agreement.
- **Payment Processing Fees**
 - You acknowledge and agree that **TRAVELUTION** may deduct a processing fee of 5 EUROS from payments made to you via check, wire transfer, or direct deposit. This fee covers administrative and banking costs associated with payment processing.
 - Any such fees will be clearly disclosed prior to payment, and **TRAVELUTION** will comply with applicable EU consumer protection laws regarding transparency of charges.
- **Non-Solicitation and Post-Termination Obligations**
 - During the term of your **TRAVELUTION** Independent Influencer Distributorship and for a period of up to six (6) months following its termination, you agree not to directly solicit other **TRAVELUTION** Independent Influencer Distributors or clients to participate in a competing programs offered by another company.
 - This restriction is intended to protect legitimate business interests and confidential information and must be reasonable in scope, duration, and geography to comply with applicable EU competition and labor laws.
 - Violation of this policy may result in disciplinary action, including immediate termination of your distributorship and, where permitted by law, may lead to injunctive relief or claims for damages if **TRAVELUTION** suffers demonstrable harm.

- In such an event, you acknowledge that any outstanding payments or obligations due to you from **TRAVELUTION** may be withheld or forfeited to the extent permitted by law. You expressly waive any claims for further remuneration or benefits related to the termination, except as required by mandatory local employment or commercial regulations.
- **Use of TRAVELUTION Intellectual Property and Online Conduct**
 - You agree not to use the **TRAVELUTION** name, logo, images, trademarks, or any written content published by **TRAVELUTION** for the purpose of manipulating or optimizing search engine rankings (“SEO”) on any website or digital platform without prior written authorization from **TRAVELUTION**.
 - You acknowledge that unauthorized use of **TRAVELUTION**’s intellectual property in this manner may cause financial or reputational harm to the company. In such cases, **TRAVELUTION** reserves the right to seek appropriate remedies, which may include compensation for proven damages and/or termination of your status as an Independent Influencer Distributor.
- **Trademarks and Copyrights**
 - **TRAVELUTION**’s trade names, trademarks, logos, designs, photographs, videos, audio recordings, and other proprietary materials are the exclusive intellectual property of **TRAVELUTION** and are protected under applicable copyright, trademark, and related laws.
 - No person, including any **TRAVELUTION** Independent Influencer Distributor, may use, reproduce, distribute, publicly display, or create derivative works of **TRAVELUTION**’s intellectual property without obtaining prior written consent from **TRAVELUTION**.
 - Independent Influencers are expressly prohibited from producing, selling, or distributing recordings (audio, video, or other media) of **TRAVELUTION** events, speeches, presentations, or training materials without explicit prior authorization from **TRAVELUTION**. Unauthorized reproduction or distribution of such content for sale or personal use is strictly forbidden and may result in legal action.
- **Marketing Restrictions and Use of Marketing Tools**
 - You understand and agree that you shall not market or promote any products or services unrelated to **TRAVELUTION**—including but not limited to internet capture pages, sales leads, or third-party offers—to other **TRAVELUTION** Independent Influencer Distributors (IIDs).

- During your participation as an IID, you may create marketing materials to support the growth of your organization within **TRAVELUTION**. However, all such marketing tools must receive prior written approval from **TRAVELUTION** before use. You further agree that you will not charge any fees or require payment for these marketing tools at any time.
- Additionally, while you are permitted to conduct independent training events related to **TRAVELUTION**, you may not charge any admission or participation fees for these events without obtaining prior written consent from **TRAVELUTION**.
- **Compliance, Termination, and Consequences**
 - You acknowledge and agree that compliance with this Agreement and the **TRAVELUTION** Policies and Procedures is essential.
 - Failure to comply with any term of this Agreement or Policies and Procedures may result, at **TRAVELUTION**'s sole discretion, in disciplinary actions, including but not limited to:
 - Termination of your status as an Independent Influencer Distributor (IID);
 - Forfeiture of bonuses and commissions;
 - Loss of part or all of your downline organization and customer base access.
 - If your distributorship is terminated due to breach, default, or violation of this Agreement, you acknowledge that you may no longer be entitled to receive any further bonuses or commissions, including those arising from sales completed before termination, to the extent permitted by applicable law.
 - Upon termination for any reason, your rights as an IID—including rights related to your organization, customer lists, and compensation under the **TRAVELUTION** Marketing and Compensation Plan—will cease.
 - If you voluntarily resign or disassociate from **TRAVELUTION**, you may be subject to a **re-entry restriction period of up to twelve (12) months**, during which you will not be eligible to rejoin as an IID.

All rights and remedies are subject to mandatory protections under applicable EU laws, including consumer protection and employment regulations.

- **Role of TRAVELUTION and Product Liability**
 - You understand and agree that **TRAVELUTION** provides software and tools designed to support transparent management of your

sales activities, along with non-misleading promotional materials and other assistance to facilitate your sales efforts.

- **TRAVELUTION** itself is **not the seller or supplier** of the products offered through the sales platform. Instead, **TRAVELUTION** establishes distribution agreements with third-party business partners who provide products suitable for sale via the **TRAVELUTION** platform.
 - Accordingly, **TRAVELUTION does not guarantee the quality, performance, delivery, fulfillment, or legal compliance** of these products and is not liable for any defects, delays, or warranty claims related to the products sold.
 - Any issues or claims concerning the products—including legal, material, or warranty matters—must be directed **solely to the respective product seller or supplier**.
- **Governing Law and Dispute Resolution**
 - This Agreement shall be governed by and construed in accordance with the laws of the British Virgin Islands, except where mandatory provisions of EU law or the laws of your country of residence apply.
 - In the event of any dispute arising out of or relating to this Agreement that cannot be resolved through normal communication, the following dispute resolution procedures will apply:
 - **Ombudsman Review:**

The first level of dispute resolution will be through an external Ombudsman appointed by **TRAVELUTION**. The procedures for resolving disputes at this level are set forth in the Ombudsman's Procedure Guidelines, which are publicly available on the official **TRAVELUTION** website. This process is intended to provide an accessible, impartial means to resolve disputes fairly.
 - **Arbitration:**

If a dispute cannot be resolved by the Ombudsman, it will be referred to binding arbitration conducted in accordance with the Rules of Arbitration of the International Chamber of Commerce (ICC). Arbitration will be conducted by a panel of three arbitrators: each party will appoint one arbitrator, and the two appointed arbitrators will jointly appoint the presiding arbitrator.

The seat of arbitration shall be Dublin, Ireland, and the proceedings will be conducted in English. The arbitration panel will apply the laws of Ireland and the terms of this

Agreement, considering only evidence presented in the proceedings.

Note: For consumers residing in the EU, mandatory consumer protection laws regarding jurisdiction, language, and alternative dispute resolution (ADR) may override certain provisions above. **TRAVELUTION** commits to respecting these protections.

- **Indemnification**

- You agree to indemnify and hold harmless **TRAVELUTION**, its directors, officers, and employees against any direct losses, damages, or reasonable legal expenses (including attorney fees) incurred as a result of:
- Your intentional or negligent violation of this Agreement or applicable law;
- Any unauthorized representations you make regarding **TRAVELUTION**'s products or business model;
- Any third-party claims caused by your misuse of **TRAVELUTION**'s systems, content, or intellectual property.
- This clause shall not apply in cases where **TRAVELUTION** contributed to the damage through its own fault, negligence, or breach of duty. All indemnification obligations shall be interpreted in accordance with applicable EU consumer and contract laws.

- **Changes to Compensation Program**

- You acknowledge that the **TRAVELUTION** Compensation Program is based on the current range of products and market conditions, and that it may be adjusted or amended from time to time. Any such changes will be communicated in a clear and timely manner via the official **TRAVELUTION** website or other official communication channels.
- **TRAVELUTION** will ensure that all changes to the Compensation Program respect the principles of fairness, transparency, and legitimate expectations in accordance with applicable EU laws, including those concerning contractual rights and duties. You will have the right to terminate this Agreement if you do not accept the revised Compensation Program.

- **License**

- Subject to the terms and conditions of this Agreement, **TRAVELUTION** hereby grants the Independent Influencer

Distributor (“IID”) a non-exclusive, non-transferable, revocable, and royalty-free license (“License”) to use **TRAVELUTION**'s official promotional materials, trademarks, and referral link solely for the purpose of advertising, promoting, and offering **TRAVELUTION**'s Products within the agreed Territory and for the duration of the contractual relationship.

- This License is granted exclusively for activities in compliance with this Agreement and applicable laws and regulations, including those governing consumer protection, commercial communications, data protection, and fair competition in the European Union and the IID's country of residence.

- **Restrictions**

- This License is strictly limited and subject to the following conditions:

1. **No Sublicensing**

The IID shall not assign, sublicense, or otherwise transfer the rights granted under this License to any third party.

2. **Term-Based Validity**

The License remains valid only during the term of the IID's active contractual relationship with **TRAVELUTION** and shall terminate automatically upon expiration or termination of such relationship.

3. **Prohibited Markets**

The License shall immediately cease to be valid if the IID engages in promotional or marketing activities in any country or jurisdiction where:

- The sale of **TRAVELUTION** products is not legally permitted; or
- Direct selling or multi-level marketing is prohibited by applicable law or regulation.

4. **Lawful and Ethical Use**

The IID must comply with **TRAVELUTION**'s marketing guidelines, applicable advertising laws, and must not misrepresent products, business opportunities, or earnings potential. Use of the License for deceptive, misleading, or unauthorized purposes is strictly prohibited.

- **Ethical Standards**

- **TRAVELUTION** is committed to conducting business in an ethical, lawful, and transparent manner and expects all Independent Influencer Distributors (“IIDs”) to uphold the

same standards in their dealings with customers, fellow IIDs, and **TRAVELUTION** itself.

- IIDs must act with honesty, fairness, and integrity and are strictly prohibited from engaging in any deceptive, misleading, fraudulent, or otherwise unlawful behavior.
- In particular, IIDs must avoid any unfair commercial practices as defined under **Directive 2005/29/EC of the European Parliament and of the Council**, including those listed in **Annex I** of the Directive, such as making false claims about earning potential, misrepresenting **TRAVELUTION's** offerings, or presenting promotional messages as impartial consumer reviews.
- Examples of unethical behaviour include but are not limited to the following:
 - Making any false or misleading remarks, statements, innuendos or rumors that may disparage the **TRAVELUTION**, its products or services, its compensation plan, its employees, its founders or another **TRAVELUTION** Independent Distributor.
 - Making any claim regarding the **TRAVELUTION's** products that are not found on the **TRAVELUTION's** current websites or official, current marketing material.
 - Making unapproved income claims or revealing the amount of income you are or have received through the **TRAVELUTION** or other opportunities that you may or may not have been involved in currently or previously.
 - Directly or indirectly disclosing any information in your back office to a third party other than an official **TRAVELUTION** authorized employee for the purpose of assisting you with a specific issue that is related to your **TRAVELUTION** Independent Distributorship.
 - Use any of the information in your back office or activity report in a manner to influence another **TRAVELUTION** Independent Distributor to alter their relationship with the **TRAVELUTION** in any way.
 - Use the information in your back office or activity report to compete with the **TRAVELUTION** in any way.
 - Providing, selling or revealing any customer lists and/or their contact information that appears in your activity report or downline report to a third party. This includes the customer lists and/or their contact

information that belongs to the **TRAVELUTION** or appears in any other Independent Distributor's activity report.

- Directly or indirectly disclosing the password or other access code to your back office or activity report
- Use of another person's credit card without express written permission.
- Forging any signature on any document.
- Any unauthorized use of the **TRAVELUTION's** name, logos, photos, vllDeos, trademarks or copyrighted material in any way or fashion.
- Violation of any laws or regulations.
- Competing with the **TRAVELUTION's** products or services directly or indirectly through association with another business or through your own personal efforts.
- Aggressive or abusive language, behaviour or treatment or any inappropriate behaviour toward any **TRAVELUTION** employee, founder or another **TRAVELUTION** Independent Distributor.
- Unjustified resale of the **TRAVELUTION's** products, retention and unjustified fundraising or transfer of funds raised from purchases, payments for participation in courses or other services sold by the **TRAVELUTION** to persons other than the **TRAVELUTION**.

- **Prohibited Terminology and Marketing Practices**

- To ensure compliance with applicable EU consumer protection laws, including **Directive 2005/29/EC on Unfair Commercial Practices**, you are strictly prohibited from using any language that may mislead consumers by implying financial or investment returns.
- Specifically, **you must not use** the following words or phrases, whether orally, in writing, or digitally in any marketing, promotional, or sales-related context associated with **TRAVELUTION**:
 - "Investment"
 - "Savings"
 - "Guaranteed return"
 - "Yields"
 - "Capital gains"
 - "Profit"

- Any similar words or expressions that could reasonably be understood to imply financial gains, investment performance, or assured returns.

This prohibition extends to:

- Your **TRAVELUTION** username or display name;
- Any custom URL, website, social media account, or replicated marketing page;
- Printed or digital marketing materials, presentations, or advertisements, including sponsored posts and personal websites.
- Use of these terms constitutes a breach of **TRAVELUTION's** marketing guidelines and may result in disciplinary measures, including immediate suspension or termination of your Independent Influencer Distributor (IID) status, and potential legal action where such communication misleads consumers or breaches applicable law.

- **Marketing and Advertising Policy**

- **TRAVELUTION** provides a range of standardized promotional materials to support Independent Influencer Distributors (IIDs) in promoting **TRAVELUTION's** products and services in a transparent, accurate, and legally compliant manner.
- While these official materials are designed to ensure compliance with applicable laws and maintain brand consistency, **TRAVELUTION** recognizes that IIDs may wish to create personalized content for specific markets or events. In such cases, the creation and use of any personalized promotional, advertising, or marketing material—whether online or offline—must **strictly adhere to the TRAVELUTION Marketing Guidelines**, which form an integral part of this agreement.
- **The use, distribution, or display of any personalized marketing materials not published or pre-approved in writing by TRAVELUTION is strictly prohibited.** This includes (but is not limited to) brochures, websites, social media ads, flyers, email templates, event signage, and promotional merchandise.
- To obtain approval for personalized materials, IIDs must submit a **written request** to **TRAVELUTION** in advance, which must include:
 1. A complete copy or mock-up of the proposed material.
 2. A description of the intended use, target audience, and distribution channels.

3. A declaration confirming that the content does not include any misleading claims, income guarantees, health claims, or other prohibited content under **Directive 2005/29/EC** (Unfair Commercial Practices Directive), the **GDPR**, or local consumer protection laws.
 4. Confirmation that no personal data will be collected or processed without prior legal basis and data subject consent, as required under the GDPR.
- Failure to comply with this policy may result in corrective action, including suspension or termination of Independent Distributor status, and potential liability for damages or regulatory penalties caused by unauthorized or unlawful marketing practices.
 - For illustrative examples of prohibited claims and practices, please refer to **Annex I of Directive 2005/29/EC**, which lists commercial practices considered unfair in all circumstances.
- **Direct Mail Pieces, Flyers, and Brochures**
 - Independent Influencer Distributors (IIDs) are not permitted to alter or substitute their personal information on any promotional materials originally created or approved for use by other IIDs.
 - Photocopying or unauthorized reproduction of any **TRAVELUTION** marketing materials is strictly prohibited. However, IIDs are permitted to print current official marketing content made available by **TRAVELUTION** via the official website, provided no alterations are made and such materials are used in accordance with the **TRAVELUTION** Marketing Guidelines.
 - **Unsolicited Communications (Spamming)**
 - **TRAVELUTION** maintains a **strict anti-spam policy**. Independent Influencer Distributors are **prohibited** from sending **unsolicited commercial emails or messages**, including emails promoting **TRAVELUTION**'s products, business model, or referral opportunity, unless the recipient has given **explicit consent**, as required under the GDPR and the ePrivacy Directive.
 - Any electronic communication sent by an IID must comply with the following legal requirements:
 - **A functioning return email address** must be provided to allow the recipient to reply or to **opt out** of future

communications. The opt-out must be easy to execute and clearly visible.

- The use of **misleading subject lines, false sender information, or deceptive content** is strictly prohibited.
- All **opt-out or unsubscribe requests** must be honoured **immediately**, and no further emails shall be sent to that recipient.
- All emails promoting **TRAVELUTION**, its products, or opportunities must also comply with **TRAVELUTION's Marketing and Advertising Guidelines** and may not contain any false or misleading claims, particularly about potential income, product benefits, or business performance.
- Failure to comply with these requirements may result in **disciplinary action**, including termination of your status as an IID, and potential legal liability under relevant data protection and consumer laws.

- **Media and Public Relations**

- Independent Influencer Distributors must not respond to inquiries from the media or make public statements on behalf of **TRAVELUTION**.
- All press or media inquiries related to **TRAVELUTION**, its business model, its products, or its corporate affairs must be referred without delay to the official **TRAVELUTION** communications team. This ensures that all public communications are accurate, consistent, and legally compliant, and that **TRAVELUTION's** public image and consumer transparency are upheld in accordance with EU commercial communication standards.

- **Events**

- **TRAVELUTION** encourages the organization of **regional and local training events**, including **Personal Business Opportunity Meetings** and **Private Business Receptions**, as these can serve as valuable educational tools—**provided they are conducted with professionalism, integrity, and in full compliance with applicable laws and TRAVELUTION's internal policies**.
- All such events must be strictly **non-profit in nature**. Under no circumstances may any type of training, webinar, or marketing session be used to generate **additional income** for the host, organizer, or any participating Independent Influencer

Distributor (IID). Charging fees for attendance, selling services or tools, or deriving commercial benefit from these events is strictly prohibited, unless explicitly approved in advance by **TRAVELUTION** in writing.

- All **regional events, private marketing meetings, and online webinars** intended to promote the **TRAVELUTION** business or opportunity must be **submitted in advance to TRAVELUTION for written approval**. Any event that is not pre-approved will be considered **unauthorized** and will not be supported, promoted, or endorsed by **TRAVELUTION**.
- Attendance at any **TRAVELUTION**-sponsored or third-party event is **strictly voluntary** and **not a requirement** for becoming or remaining an IID, nor is it a prerequisite for earning commissions or achieving success within the business.
- Organizers and participants must ensure that **all communications during such events are truthful, not misleading, and compliant with the rules outlined in Directive 2005/29/EC**, including the prohibition of unfair, aggressive, or deceptive practices. This includes refraining from using income claims, exaggerations of earning potential, or statements that imply guaranteed success.

- **Privacy Policy**

- **TRAVELUTION** is committed to protecting the privacy and personal data of all users, including customers and Independent Influencer Distributors (IIDs), in full compliance with the **General Data Protection Regulation (EU) 2016/679 (GDPR)** and applicable local data protection laws.
- **“Personal Data”** refers to any information relating to an identified or identifiable natural person, excluding business contact information used solely in a professional context. This may include, but is not limited to: name, contact details, identification numbers, online identifiers, or location data.
- **TRAVELUTION** only collects, processes, and stores personal data where it is lawful, fair, and necessary for specified purposes—such as providing access to the platform, maintaining records of distributorships, ensuring contractual obligations, and fulfilling legal requirements. Personal data is kept secure, accurate, and up-to-date, and is never sold or

shared with third parties without a valid legal basis or your explicit consent.

- **Strict confidentiality is maintained.** Unauthorized access to, or disclosure of, personal data—including but not limited to account credentials, identification numbers, or contact details—is a serious breach of **TRAVELUTION**'s Privacy Policy and may result in disciplinary action, including termination of IID status, as well as legal consequences under applicable data protection laws.
- All individuals have the right to access, rectify, erase, restrict or object to the processing of their personal data, and to lodge a complaint with their local Data Protection Authority.
- For full details on how **TRAVELUTION** collects and processes your personal data, your rights as a data subject, and how to contact our Data Protection Officer, please consult our [Privacy Policy](#) available on our official website.

- **Conclusion**

- The purpose of these Terms and Conditions and accompanying Policies and Procedures is to protect the integrity of the **TRAVELUTION** opportunity for all participants. By adhering to the rules outlined herein, you help preserve the fairness, transparency, and long-term sustainability of the **TRAVELUTION** community.
- Please be advised that any violation or breach of these Terms, Policies, or applicable laws may result in disciplinary action, including but not limited to **suspension or immediate termination** of your status as a **TRAVELUTION** Independent Influencer Distributor (IID). Such measures may also include **forfeiture of commissions, bonuses, and loss of downline rights**, as outlined in this agreement.
- **TRAVELUTION** is committed to responsibly introducing its partner-offered products and services to a wide audience of retail consumers, offering them ethical, value-driven alternatives. At the same time, **TRAVELUTION** seeks to empower its IIDs with the opportunity to earn fair compensation through compliant and socially responsible engagement in promotional activities.

Our aim is to foster a **long-term, stable, and ethical collaboration** built on **mutual respect, trust, and integrity**. By supporting our IIDs in achieving their personal and professional goals, **TRAVELUTION** moves closer to its vision of creating a lasting and impactful community.

We thank you for your commitment to the **TRAVELUTION** mission.

28. Tax Compliance and DAC7 Reporting Obligations

Earnings from TRAVELUTION may be subject to taxation under EU DAC7 rules. Please ensure your tax information is up to date.

28.1 User Responsibility for Tax Compliance

If you earn income (such as influencer fees, marketing rewards, or any form of compensation) through the **TRAVELUTION** platform, **you are solely responsible for:**

- **Determining your tax status and obligations under the laws of your country of residence;**
- **Declaring any income you earn via the Platform to your local tax authorities;**
- **Paying any taxes, duties, or contributions due on such income.**

Failure to report income to the appropriate tax authorities may result in legal and financial consequences under local or EU law.

28.2 Platform Tax Reporting (DAC7 Compliance)

In accordance with Council Directive (EU) 2021/514 ("DAC7"), **TRAVELUTION is required to collect and report specific information to EU tax authorities regarding users who earn income through our Platform.**

This includes (but is not limited to):

- Full name, tax ID, and country of residence;
- Bank account or payment details;
- Total gross amount of compensation received;
- Number and value of transactions per calendar year.

We may request additional information or documentation from you (e.g., proof of identity, tax identification number, or tax residence certificate) to comply with these obligations. Failure to provide accurate and timely information may result in:

- Withholding of commissions;
- Suspension or termination of your account;
- Reporting to relevant authorities as required by law.

28.3 No Tax Advice

TRAVELUTION does not provide tax advice. You should consult a qualified tax advisor or accountant regarding your personal tax situation and obligations.

29. Tax Compliance and DAC7 Obligations (Merchants)

29.1 Merchant Responsibility for Tax Compliance

As a Merchant offering services or receiving payments through the **TRAVELUTION** platform, you are solely responsible for:

- Determining your own tax liabilities in the jurisdiction(s) where you operate;
- Ensuring full and timely compliance with all applicable tax laws, including VAT, income tax, corporate tax, and/or tourism levies;
- Remitting any taxes owed to the appropriate authorities.

29.2 DAC7 Reporting Requirements (Platform Obligation)

Pursuant to Council Directive (EU) 2021/514 ("DAC7"), **TRAVELUTION** is legally obligated to collect and report information to tax authorities within the EU regarding reportable sellers using the platform. This includes natural persons and certain entities who receive consideration in exchange for goods or services, such as:

- Accommodation (e.g., hotels, hostels, vacation rentals),
- Transportation (e.g., tours, transfers),
- Other travel-related services (e.g., guides, experiences).

The information we may be required to report includes:

- Full name / legal entity name;
- Registered business address;
- VAT and Tax Identification Numbers (TINs);
- Date of birth (if individual);
- Bank account or payment method details;
- Total gross earnings and number of transactions per quarter and year;
- Any associated fees or commissions deducted by the Platform.

29.3 Cooperation and Data Submission

You agree to provide accurate and complete information upon registration and as periodically requested by **TRAVELUTION** for the purpose of DAC7 compliance. Failure to do so may result in:

- Suspension of payouts;
- Reporting of estimated or incomplete data;
- Termination of your Merchant account.

29.4 Withholding and Legal Disclosures

Where DAC7 requires or where withholding tax obligations arise under local law, **TRAVELUTION** reserves the right to:

- Withhold part or all of your payouts until compliance is confirmed;
- Share your data with competent EU tax authorities;
- Comply with any requests made by tax enforcement agencies.

29.5 No Tax Advice

TRAVELUTION does not provide legal or tax advice. Merchants are responsible for obtaining their own independent professional advice to understand how DAC7 and other tax laws apply to their business.

30. General - Entire Agreement and Governing Law

- These Terms constitute the entire agreement between you and **TRAVELUTION** regarding your access to and use of the Services.
- For clarity, **TRAVELUTION**'s obligations relating to the Services are governed exclusively by these Terms.
- No statement, feature, or functionality found in the Application or Admin Interface shall modify or override these Terms unless expressly agreed in writing.
- **TRAVELUTION** reserves the right, at its sole discretion and without prior notice, to suspend or terminate your access to the Services if we believe you have breached these Terms, any applicable policies, or other agreements governing your use of the Services.
- If any provision of these Terms is found to be invalid, unlawful, or unenforceable under applicable law, that provision shall be severed, and the remaining provisions shall remain in full force and effect. Any failure by **TRAVELUTION** to enforce a provision of these Terms shall not constitute a waiver of that provision or any future enforcement thereof.

- These Terms, and any dispute arising out of or in connection with the Services, shall be governed by and construed in accordance with the laws of an EU Member State where **TRAVELUTION** is established or, in the absence of such, the laws of the Member State in which you habitually reside. You and **TRAVELUTION** agree to submit to the non-exclusive jurisdiction of the competent courts of that Member State.
 - **Data Protection and Privacy:**
 - The processing of your personal data in connection with the Services is governed by our Privacy Policy, in accordance with the General Data Protection Regulation (EU) 2016/679 ("GDPR") and other applicable EU and national data protection laws.
 - You have rights under the GDPR including access, rectification, erasure, restriction of processing, and data portability, as detailed in our Privacy Policy.
 - **Correction of Errors and Inaccuracies**
 - While **TRAVELUTION** makes every effort to ensure that the information provided through its platform is accurate, up-to-date, and complete, some content may occasionally contain typographical errors, inaccuracies, or omissions — including, but not limited to, product or service descriptions, pricing, availability, or promotional details.
 - We reserve the right to correct such errors or inaccuracies and to update or amend the information on our website or platform at any time, without prior notice, **provided such changes do not affect the essential characteristics of a service already purchased** or infringe your consumer rights under applicable law.
 - If you have entered into a contract with **TRAVELUTION** based on incorrect information and that information was material to your decision to purchase, you may have the right to **withdraw from the contract or request an appropriate remedy** under EU consumer protection law.
-

31. Contact Us

Email: office@**TRAVELUTION**.ai

ANNEX A: Refund Policy

- Refunds granted within 14 days (see Section 7)

- Requests made beyond this period are discretionary
 - Process time: 5–14 business days
-

ANNEX B: Merchant Code of Conduct

Merchants agree to:

- Fulfill Deals with reasonable skill and care
 - Provide accurate and lawful descriptions
 - Accept Vouchers during the validity period
 - Comply with EU directives (2011/83/EU and 2005/29/EC)
 - Respond to complaints within 5 business days
-

ANNEX C: Consumer Rights Summary

You have the right to:

- Clear and accurate advertising
 - Refunds within 14 days of digital purchase (with exceptions)
 - Full information about the Merchant
 - Transparent pricing, taxes, and fees
 - Fair treatment and recourse to independent ADR bodies
-

ANNEX D: Voucher Terms and Redemption

- Vouchers are valid only within the stated validity period.
- Not redeemable for cash, resale prohibited.
- Must be used in accordance with Merchant instructions.
- Examples:
 - Example A: Voucher valid Mon–Thu, reservation required 24h in advance.
 - Example B: Voucher for €30 value meal at a restaurant, excludes alcohol.

Flow Diagram – Redemption Path:

1. User purchases Voucher via Platform.
 2. User receives confirmation email and digital copy.
 3. User books or presents Voucher at Merchant.
 4. Merchant verifies validity.
 5. Redemption is completed.
-

ANNEX E: Merchant Obligations

Merchants must:

- Honor Vouchers as contracted.

- Maintain adequate inventory/staffing to fulfill Deals.
- Report operational disruptions promptly.
- Follow GDPR and consumer protection laws.
- Ensure accurate business listings.

Failure to adhere may result in removal from Platform or legal action.

ANNEX F: Legal Glossary

- Directive: An EU legislative act requiring member states to achieve certain results.
 - Voucher: A certificate that entitles the holder to specific goods/services.
 - Redemption: Exchange of a Voucher for the promised service/product.
 - Merchant: A business or individual offering deals through our Platform.
 - Consumer: A User acting for purposes outside their trade or profession.
-

ANNEX G: Frequently Asked Questions (FAQ)

Q: Can I use a Voucher after it expires?

A: No, expired Vouchers are void unless required otherwise by local law.

Q: How do I get a refund?

A: Contact support within 14 days of purchase. Provide order details.

Q: What if a Merchant refuses my Voucher?

A: Report the issue to us. We will investigate and offer a remedy if appropriate.

Q: Are there blackout dates?

A: Some Deals include date restrictions. Always read the fine print.

Q: Can I give my Voucher to someone else?

A: Only if stated as transferable or with prior approval.

ANNEX H: DAC7 Data Collection Requirements

Required Field	Format	Notes
Full Legal Name / Entity Name	Text	As registered with local tax authority
Tax Identification Number (TIN)	Text	Country-specific (e.g., USt-IdNr in Germany)
VAT Number (if applicable)	Text	EU VAT validation may be used
Date of Birth (if individual)	DD/MM/YYYY	Required for individuals only
Country of Residence	ISO Code	e.g., DE, FR, ES
Business Address	Text	No PO Boxes
Bank Account Details	IBAN format	For payment traceability
Type of Services	Dropdown/List	Hotel, Tour, Transport, Other

Last Updated: **8 July 2025**