

General Terms and Conditions of use of Excursor Platform services

(hereinafter: General Terms and Conditions of the Excursor Platform)

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Version: 1.0

Date: 1 June 2018

These General Terms and Conditions of use of the Excursor Platform consist of the following sections:

- I. General Terms and Conditions of the Excursor Platform
 - a. General Terms and Conditions for End Users
 - b. General Terms and Conditions for Vendors
 - c. General Terms and Conditions for Sales Partners

I. General Terms and Conditions of the Excursor Platform

1. Introduction

1.1. Combis is the owner, operator and service provider of the Excursor Platform.

1.2. The Excursor Platform is an application solution designed for marketing and applicational support for the sale of excursions or other tourist services through various channels of communication supported by the Platform.

1.3. Participants in the Excursor Platform are Vendors of excursions or other tourist services, their Sales Partners and End Users of tourist services. They establish and maintain contractual relationships with each other that enable the implementation of excursions and other tourist services. Combis is not a contracting party in the mutual agreements between the said participants pertaining to tourist services.

1.4. The Vendor is a tourist agency or legal person with a registered tourist trade, that markets and sells its excursions or other tourist services to End Users by using the Excursor Platform. The Vendor is responsible for the information provided about excursions or other tourist services that he publishes on the Excursor Platform and is also responsible for the implementation of tourist services that have been booked through the Excursor Platform.

1.5. A Sales Partner is a hotel, campsite or legal person with a registered tourist trade that has an established business cooperation with Vendors, based on which it sells or acts as an agent in the sales of excursions or other tourist services of the Vendor to End Users by using the Excursor Platform.

1.6. The End User is a natural person (tourist, visitor) who uses an excursion or other tourist services provided by the Vendor.

1.7. The Vendors and Sales Partners conclude an agreement with Combis about the use of the Excursor Platform for the marketing and applicational support of sales, which by their own nature represent applicational and marketing services. Combis is not the seller of tourist services nor an agent in the sales of tourist services on the Excursor Platform.

2. The scope of application

2.1. The provisions of these General Terms and Conditions are applied to all Participants of the Excursor Platform and to all of their activities on the Platform (marketing, reservations, payment, cancellations, etc.).

2.2. The Participants in the Excursor Platform may use the Platform's services only under the condition that they have read, understood and accepted the General Terms and Conditions and the Excursor Platform Data Protection Rules.

3. Services of the Excursor Platform

3.1. Combis aims to ensure the highest quality of service on the Excursor Platform. Combis does not provide any guarantees, direct or implied, regarding the accessibility and availability of Excursor Platform services.

3.2. Combis may prevent certain Participants from accessing Excursor Platform services if they fail to comply with these General Terms and Conditions or the Excursor Platform Data Protection Rules, if they fail to comply with applicable positive regulations of the Republic of Croatia or fail to meet their contractual obligations.

4. Liability restriction

4.1. Neither Combis nor its employees, managers, representatives, subsidiaries, partner companies, distributors, distribution partners, agents or other persons taking part in the creation, sponsoring, promotion or design of the Excursor Platform may be held materially responsible for:

- (i) criminal, special, indirect or consequential damages or losses, loss of profit, loss of revenue, loss of contract, damage or loss of reputation, loss of the right to compensation,
- (ii) inaccuracy of (descriptive) information about excursions and other tourist services that are published on the Excursor Platform by the Vendor,
- (iii) any kind of (direct, indirect, consequential or criminal) damage, loss or cost that the End User suffers or pays in accordance with, caused by or with regard to the use or impossibility of use of excursions or other contractually agreed upon tourist service, or
- (iv) any kind of (personal) injury, property damage or other (direct, indirect, special, consequential or criminal) damage, loss or cost that the End User suffers or pays, be it as the consequence of a mistake, violation, (gross) negligence, qualified fault, withholding information, omission, misrepresentation, criminal offence or misdemeanor by any Vendor or Sales Partner (including any of their employees, managers, officials, agents, representatives, subcontractors or partners) whose products or services (directly or indirectly) are made available, offered or promoted on the Excursor Platform or through the Excursor Platform, including any (partial) cancellation, overlapping of reservations, force majeure or any other occurrence outside of Combis' control.

4.2. Combis gives no guarantees and assumes no responsibility for the accuracy, completeness, reliability and suitability of information on excursions and other tourist services provided by the Vendor, including information on dates, times and places of departure, programmes, pricing, discounts, fees and availability information (hereinafter: Content) published on the Excursor Platform, including the Content of hyperlinks, i.e. the Content behind the web addresses listed on the Excursor Platform by the Vendor.

4.3. Objections, claims, complaints and cancellations related to excursions or other tourist services must be settled by End Users directly with the responsible Vendor and/or the Sales Partner.

5. Intellectual property rights

5.1. The Excursor name, registered trademark, website www.excursor.com, business and technological model of the Excursor Platform and Excursor services are protected by copyright and intellectual property rights belonging to Combis.

5.2. Participants in the Excursor Platform (Vendors, Sales Partners, End Users) and third parties shall have no rights to the use of the content specified in the preceding paragraph and may not copy, present, licence, publish, download, transmit, embed on other websites, send or make it visible in any other way without the prior express written consent by Combis. Any illegal use or any of the above actions or practices constitutes a violation of Combis' intellectual property rights, including copyrights and the right to data access.

6. Personal data

6.1. Collection, processing and insight into personal data needed for the processing of services on the Excursor Platform are regulated by the Excursor Platform Data Protection Rules.

6.2. Combis does business exclusively in compliance with the applicable regulation of the Republic of Croatia/EU that regulate personal data protection.

7. Amendments and modifications to the General Terms and Conditions of the Excursor Platform

7.1. Combis is authorised to independently amend and modify the General Terms and Conditions of the Excursor Platform at any time.

7.2. Amended General Terms and Conditions of the Excursor Platform take effect on the date of their publication on the website www.excursor.com.

I. a. General Terms and Conditions for End Users

8. Introduction

8.1. The Excursor Platform enables End Users to find, select, book and pay for excursions or other tourist services other than board and lodging (guided tours, coach tours, boat excursions, tickets to tourist attractions, culinary and/or gastronomical experiences and other tourist services).

8.2. By using the Excursor Platform, End Users accept the General Terms and Conditions of the Excursor Platform.

9. Use of the Excursor Platform

9.1. End Users may use the services of the Excursor Platform anonymously (e.g. browse the website www.excursor.com), but certain activities, such as reservation and payment, can demand that personal data be submitted. When entering personal data, the End User is obliged to enter true data.

9.2. When booking the desired tourist service the End User as a minimum defines/selects the destination, the type of tourist service, the date and the departure time, the number of participants, payment details and submits his/her contact data.

9.3. By submitting a booking request for an excursion or another tourist service, the End User acknowledges that he/she is familiar with and agrees to the General Terms and Conditions of the selected Vendor, the Vendor's tourist service programme and the Vendor's price.

9.4. By booking an excursion or some other tourist service, the End User enters into a contractual relationship with the Vendor.

10. Online payment using payment cards

10.1. The Excursor Platform enables End Users to pay online using card payment through Combis' business cooperation with online payment service providers.

10.2. The online card payment currency is HRK (Croatian Kuna).

10.3. For online card payment the End User must submit/update true personal data. The online payment service provider is authorised to decline the End User's payment order, which automatically means the cancellation of the tourist service booking.

11. Implementation of booked services

11.1. End Users should send queries regarding the implementation of tourist services booked through the Excursor Platform (additional information, cancellation of contractual services, refunds, reservation changes, etc.) to the Vendors or Sales Partners. Contact data of the Vendor or Sales Partner can be found on the End-user's voucher.

11.2. The implementation of booked tourist services, cancellations, refunds, reservation changes, etc. are regulated by the Vendor's General Terms and Conditions.

I. b. General Terms and Conditions for Vendors

12. Introduction

12.1. Vendors may use the Excursor Platform to increase the availability of their services to a wider circle of interested End Users.

12.2. By using the Excursor Platform, Vendors accept the General Terms and Conditions of the Excursor Platform.

13. Compliance

Vendors must ensure the compliance of the tourist services that they advertise, offer and sell through the Excursor Platform with the tourist and other regulations of the Republic of Croatia and the General Terms and Conditions of the Excursor Platform.

14. Content management

14.1. Vendors are responsible for the accuracy, completeness, reliability and suitability of information on excursions and other tourist services, including information on dates, times and places of departure, programmes, pricing, discounts, fees and availability information (hereinafter: Content) that they have published on the Excursor Platform.

14.2. Vendors manage their Content and reservations independently and in real time on the Excursor Platform.

15. Booking of tourist services

Vendors enter into a contractual relationship with the End User by accepting the End User's reservation and by issuing a Voucher for the excursion or other tourist service bought through the Excursor Platform.

16. Implementation of booked services

16.1. In order to implement tourist services booked through the Excursor Platform, Vendors are responsible for:

- answering End User queries regarding the implementation of booked tourist services,
- the implementation of End User tourist services booked through the Excursor Platform without liability limitation,
- the communication regarding cancellations of booked tourist services, payment refunds, possible changes in the excursion programmes, etc.

16.2. The implementation of booked tourist services through the Excursor Platform, cancellations, refunds, reservation changes and changes in the Vendor's excursion programmes are regulated by the Vendor's General Terms and Conditions.

17. Fiscal receipts

Vendors must issue a fiscal receipt to End Users who bought excursion services or other tourist services through the Excursor Platform and paid in cash or by payment card by using the Excursor Platform's functionality.

18. Recording obligation on the Excursor Platform

Vendors must record information about cancelled tourist services that were previously booked through the Platform (cancellation by the End User, cancellation by the Vendor) using the Excursor Platform, on the same day when this information becomes available to them.

I. c. General Terms and Conditions for Sales Partners

19. Introduction

19.1. Sales Partners may use the services of the Excursor Platform to improve their destination tourist offer.

19.2. By using the Excursor Platform, Sales Partners accept the General Terms and Conditions of the Excursor Platform.

20. Compliance

Sales Partners must ensure the compliance of their sales services with regulations regarding tourism and other regulations of the Republic of Croatia, the General Terms and Conditions of the Vendor whose excursions or other tourist services are sold through the Excursor Platform, as well as these General Terms and Conditions of the Excursor Platform.

21. Prerequisites

Sales Partners may use the services of the Excursor Platform (and enter into a contractual relationship with Combis) if they previously concluded a business agreement with one or more Vendors through which the Vendor authorised them to sell and act as an agent in the sales of excursions or other tourist services in the name of or on behalf of the Vendor or in their own name and on behalf of the Vendor.