

Terms of Use

1. INTRODUCTION

Welcome to the TripSafe.io website and mobile properties located at <https://www.tripsafe.io>, related software applications (sometimes referred to as “apps”), data, SMS, APIs, email, chat and telephone correspondence, buttons, widgets and ads (collectively, all of these items shall be referred to herein as the “**Services**”; more generally, the TripSafe.io website and mobile properties shall hereinafter be referred to herein as “**website**”). The Services are offered to you conditioned upon your acceptance of the terms, conditions and notices set forth below (collectively, this “**Agreement**”). By accessing or using the Services, you agree to be bound by this Agreement and represent that you have read and understood its terms. Please read this Agreement carefully, as it contains information concerning your legal rights and limitations on these rights, as well as a section regarding applicable law and jurisdiction of disputes. If you do not accept all of these terms and conditions, you are not authorized to use the Services. If you have a TripSafe.io account and wish to terminate this Agreement, you can do so at any time by closing your account and no longer accessing or using the Services.

Any information, text, links, graphics, photos, audio, videos, data, code or other materials or arrangements of materials that you can view on, access or otherwise interact with through the Services shall be referred to as “**Content**”. The terms “**we**”, “**us**”, “**our**”, and “**TripSafe.io**” refer to EliteVoyage s.r.o., a limited liability company located in the Czech Republic, Reg. No. IČO 06744591, with registered office at Národní 135/14, 110 00 Prague (“**TripSafe.io**”). For the avoidance of doubt, the website is owned and controlled by TripSafe.io.

The term “**you**” refers to the individual using the Services.

The Services are provided solely to assist customers in gathering travel information by way of free and/or paid-for services offered by o TripSafe.io.

We may change or otherwise, modify this Agreement in the future in accordance with the terms and conditions herein, and you understand and agree that your continued access or use of the Services after such change signifies your acceptance of the updated or modified Agreement. We will note the date that revisions were last made to this Agreement at the bottom of this Agreement, and any modifications will take effect upon posting. We will notify registered users of our Services (such registered users to be referred to as “**Account Holders**”) of material changes to these terms and conditions by either sending a notice to the email address associated with the Account Holder’s profile or by placing a notice on our websites.

2. USE OF THE SERVICES

As a condition of your use of the Services, you warrant that (i) you as an Account Holder will safeguard your account information and will supervise and be completely responsible for any use of your account by anyone other than you, (ii) you are 15 years of age or older (in some jurisdictions, local laws may have an older age requirement) in order to register for an account, use the Services and contribute to our website, and (iii) you possess the legal authority to enter into this Agreement and to use the Services, including our website in accordance with all terms and conditions herein. TripSafe.io does not knowingly collect the information of anyone under the age of 15. We retain the right at our sole discretion to deny anyone access to the Services, at any time and for any reason, including, but not limited to, for violation of this Agreement. Using the Services, including any products or services that

facilitate the sharing of Content to or from third-party sites, you understand that you are solely responsible for any information you share with TripSafe.io. You may access the Services exclusively as intended through the Services' provided functionality and as permitted under this Agreement.

The Content you see or otherwise access on or through the Services shall not be used for commercial purposes.

Copying, transmission, reproduction, replication, posting or redistribution of (a) Content or any portion thereof and/or (b) the Services more generally is strictly prohibited without the prior written permission of TripSafe.io.

In order to access certain features of the Services, you will need to become an Account Holder by creating an account. When you create an account, you must provide complete and accurate information. You are solely responsible for the activity that occurs on your account, including your interaction and communication with others, and you must safeguard your account. Towards this end, if you are an Account Holder, you agree to keep your contact information up to date.

3. **PROHIBITED ACTIVITIES**

The Content and information available on and through the Services (including, but not limited to, messages, data, information, text, music, sound, photos, graphics, video, maps, icons, software, code or other material), as well as the infrastructure used to provide such Content and information, is proprietary to the TripSafe.io or licensed to the TripSafe.io by third parties. For all Content, you agree not to otherwise modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer or sell or re-sell any information, software, products or services obtained from or through the Services.

Additionally, you agree not to:

- (i) use the Services or Content for any commercial purpose, outside the scope of the purposes explicitly permitted under this Agreement and related guidelines as made available by the TripSafe.io;
- (ii) access, monitor, reproduce, distribute, transmit, broadcast, display, sell, license, copy or otherwise exploit any Content of the Services, including but not limited to user profiles and photos, using any robot, spider, scraper or other automated means or any manual process for any purpose not in accordance with this Agreement or without our express written permission;
- (iii) violate the restrictions in any robot exclusion headers on the Services or bypass or circumvent other measures employed to prevent or limit access to the Services;
- (iv) take any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our infrastructure;
- (v) deep-link to any portion of the Services for any purpose without our express written permission;
- (vi) "frame", "mirror" or otherwise incorporate any part of the Services into any other websites or service without our prior written authorization;
- (vii) attempt to modify, translate, adapt, edit, decompile, disassemble or reverse engineer any software programs used by the TripSafe.io in connection with the Services;
- (viii) circumvent, disable or otherwise interfere with security-related features of the Services or features that prevent or restrict use or copying of any Content; or

- (ix) download any Content unless it's expressly made available for download by TripSafe.io.

4. **PRIVACY POLICY AND DISCLOSURES**

Any personal information you post on or otherwise submit in connection with the Services will be used in accordance with our Privacy Policy.

5. **TRAVEL DESTINATIONS**

International Travel. When you plan international trips using the Services, you are responsible for ensuring that you meet all foreign entry requirements and that your travel documents, including passports and visas, are in order.

For passport and visa requirements, please consult the relevant embassy or consulate for information. Because requirements may change at any time, be sure to check for up-to-date information before booking and departure. The TripSafe.io accept no liability for travelers who are refused entry onto a flight or into any country because of the travelers' failure to carry the travel documents required by any airline, authority or country, including countries the traveler may just be passing through en route to his or her destination.

It is also your responsibility to consult your physician for current recommendations on inoculations before you travel internationally and to ensure that you meet all health entry requirements and follow all medical guidance related to your trip.

Although most travel, including travel to international destinations, is completed without incident, travel to certain destinations may involve greater risk than others. TripSafe.io urges travelers to investigate and review travel prohibitions, warnings, announcements and advisories issued by their own governments and destination country governments prior to booking travel to international destinations.

TripSafe.io tailors Content and Services based on place (country) of departure and doesn't take in mind your travel history. Please note that there may be different rules applied based on your recent travel history.

BY LISTING INFORMATION RELEVANT TO TRAVEL TO PARTICULAR INTERNATIONAL DESTINATIONS, THE TripSafe.io DOES NOT REPRESENT OR WARRANT THAT TRAVEL TO SUCH POINTS IS ADVISABLE OR WITHOUT RISK, AND IS NOT LIABLE FOR DAMAGES OR LOSSES THAT MAY RESULT FROM TRAVEL TO SUCH DESTINATIONS.

6. **LIABILITY DISCLAIMER**

PLEASE READ THIS SECTION CAREFULLY. THIS SECTION LIMITS THE TripSafe.io' LIABILITY TO YOU FOR ISSUES THAT MAY ARISE IN CONNECTION WITH YOUR USE OF THE SERVICES. IF YOU DO NOT UNDERSTAND THE TERMS IN THIS SECTION OR ELSEWHERE IN THIS AGREEMENT, PLEASE CONSULT A LAWYER FOR CLARIFICATION BEFORE ACCESSING OR USING THE SERVICES.

THE INFORMATION, SOFTWARE, PRODUCTS AND SERVICES PUBLISHED ON OR OTHERWISE PROVIDED VIA THE SERVICES MAY INCLUDE INACCURACIES OR ERRORS. THE TripSafe.io DOES NOT GUARANTEE THE ACCURACY OF AND DISCLAIMS ALL LIABILITY FOR ANY ERRORS OR OTHER INACCURACIES RELATING

TO THE INFORMATION AND DESCRIPTION OF THE CONTENT DISPLAYED ON THE SERVICES.

TripSafe.io MAKES NO REPRESENTATIONS OF ANY KIND ABOUT THE SUITABILITY OF THE SERVICES, INCLUDING THE INFORMATION CONTAINED ON ITS WEBSITE OR ANY PORTION THEREOF, FOR ANY PURPOSE, AND THE INCLUSION OR OFFERING OF ANY PRODUCTS OR SERVICE OFFERINGS ON ITS WEBSITE OR OTHERWISE THROUGH THE SERVICES DOES NOT CONSTITUTE ANY ENDORSEMENT OR RECOMMENDATION OF SUCH PRODUCTS OR SERVICE OFFERINGS BY TripSafe.io. ALL SUCH INFORMATION, SOFTWARE, PRODUCTS AND SERVICE OFFERINGS MADE AVAILABLE BY OR THROUGH THE SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. TripSafe.io DISCLAIMS ALL WARRANTIES, CONDITIONS, OR OTHER TERMS OF ANY KIND THAT THE SERVICES, ITS SERVERS OR ANY DATA (INCLUDING EMAIL) SENT FROM TripSafe.io ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, TripSafe.io HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS AND THE SERVICES, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OR TERMS OF ANY KIND AS TO OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET POSSESSION AND NONINFRINGEMENT.

THE TripSafe.io ALSO EXPRESSLY DISCLAIM ANY WARRANTY, REPRESENTATION OR OTHER TERM OF ANY KIND AS TO THE ACCURACY OR PROPRIETARY CHARACTER OF THE CONTENT AVAILABLE BY AND THROUGH THE SERVICES.

THE TripSafe.io IS NOT LIABLE FOR THE ACTS, ERRORS, OMISSIONS, REPRESENTATIONS, WARRANTIES, BREACHES OR NEGLIGENCE OF ANY SUPPLIER OR FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE OR OTHER DAMAGES OR EXPENSES RESULTING THEREFROM. TripSafe.io HAS NO LIABILITY AND WILL MAKE NO REFUND IN THE EVENT OF ANY DELAY, CANCELLATION, OVERBOOKING, STRIKE, FORCE MAJEURE OR OTHER CAUSES BEYOND ITS DIRECT CONTROL, AND IT HAS NO RESPONSIBILITY FOR ANY ADDITIONAL EXPENSE, OMISSIONS, DELAYS, RE-ROUTING OR ACTS OF ANY GOVERNMENT OR AUTHORITY.

SUBJECT TO THE FOREGOING, YOU USE THE SERVICES AT YOUR OWN RISK AND IN NO EVENT SHALL THE TripSafe.io (OR THEIR OFFICERS, DIRECTORS AND/OR EMPLOYEES) BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL LOSSES OR DAMAGES OR ANY LOSS OF INCOME, PROFITS, GOODWILL, DATA, CONTRACTS, USE OF MONEY, OR LOSS OR DAMAGES ARISING FROM OR CONNECTED IN ANY WAY TO BUSINESS INTERRUPTION OF ANY TYPE ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, YOUR ACCESS TO, DISPLAY OF OR USE OF THE SERVICES OR WITH THE DELAY OR INABILITY TO ACCESS, DISPLAY OR USE THE SERVICES (INCLUDING, BUT NOT LIMITED TO, YOUR RELIANCE UPON REVIEWS AND OPINIONS APPEARING ON OR THROUGH THE SERVICES; ANY VIRUSES, BUGS, TROJAN HORSES, INFORMATION, SOFTWARE, LINKED SITES, PRODUCTS AND SERVICES OBTAINED THROUGH THE SERVICES (INCLUDING, BUT NOT LIMITED TO ANY TripSafe.io' SYNCRONISATION PRODUCT); PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR USE OF THE SERVICES' SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN; ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT; OR OTHERWISE

ARISING OUT OF THE ACCESS TO, DISPLAY OF OR USE OF THE SERVICES) WHETHER BASED ON A THEORY OF NEGLIGENCE, CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, AND EVEN IF TripSafe.io OR ITS CORPORATE AFFILIATES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Suppose the TripSafe.io is found liable for any loss or damage that arises out of or is in any way connected with your use of the Services. In that case, the TripSafe.io' liability will in no event exceed, in the aggregate, the greater of (a) the transaction fees paid to the TripSafe.io for the transaction(s) on or through the Services giving rise to the claim, or (b) One-Hundred Dollars (the US \$100.00).

The limitation of liability reflects the allocation of risk between the parties. The limitations specified in this section will survive and apply even if any limited remedy specified in these terms is found to have failed of its essential purpose. The limitations of liability provided in these terms inure to the benefit of TripSafe.io.

THESE TERMS AND CONDITIONS AND FOREGOING LIABILITY DISCLAIMER DO NOT AFFECT MANDATORY LEGAL RIGHTS THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW, FOR EXAMPLE UNDER CONSUMER PROTECTION LAWS IN PLACE IN CERTAIN COUNTRIES.

IF THE LAW OF THE COUNTRY WHERE YOU LIVE DOES NOT ALLOW ANY PARTICULAR LIMITATION OR EXCLUSION OF LIABILITY PROVIDED FOR IN THIS CLAUSE, THAT LIMITATION WILL NOT APPLY. THE LIABILITY DISCLAIMER WILL OTHERWISE APPLY TO THE MAXIMUM EXTENT ALLOWED BY YOUR LOCAL LAW.

7. **INDEMNIFICATION**

You agree to defend and indemnify TripSafe.io and any of their officers, directors, employees and agents from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature, including but not limited to reasonable legal and accounting fees, brought by third parties as a result of:

- (i) your breach of this Agreement or the documents referenced herein;
- (ii) your violation of any law or the rights of a third party; or
- (iii) your use of the Services, including the TripSafe.io' website.

8. **SOFTWARE AS PART OF SERVICES**

As noted above, the Services include software, which at times may be referred to as “apps”. Any software that is made available to download from the Services (“**Software**”) is the copyrighted work of TripSafe.io or other party as identified. Your use of such Software is governed by the terms of the end-user license agreement, if any, which accompanies, or is included with, the Software. You may not install or use any Software that is accompanied by or includes a license agreement unless you first agree to the terms of such license agreement. For any Software made available for download by way of the Services and which is not accompanied by a license agreement, we hereby grant to you, the user, a limited, personal, nontransferable license to use the Software for viewing and otherwise using the Services in accordance with this Agreement's terms and conditions (including those policies referenced herein) and for no other purpose.

Please note that the Software, including, without limitation, all HTML, XML, Java code and Active X controls contained in the Services, is owned or licensed by TripSafe.io and is

protected by copyright laws and international treaty provisions. Any reproduction or redistribution of the Software is expressly prohibited and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent possible.

WITHOUT LIMITING THE FOREGOING, COPYING OR REPRODUCTION OF THE SOFTWARE TO ANY OTHER SERVER OR LOCATION FOR FURTHER REPRODUCTION OR REDISTRIBUTION IS EXPRESSLY PROHIBITED. THE SOFTWARE IS WARRANTED, IF AT ALL, ONLY ACCORDING TO THE TERMS OF THE LICENCE AGREEMENT OR THIS AGREEMENT (AS APPLICABLE).

9. **COPYRIGHT AND TRADEMARK NOTICES**

TripSafe.io' all product or service names or slogans displayed on the Services are registered and/or common law trademarks of TripSafe.io and/or its suppliers or licensors, and may not be copied, imitated or used, in whole or in part, without the prior written permission of TripSafe.io or the applicable trademark holder. In addition, the look and feel of the Services, including our websites, as well as all page headers, custom graphics, button icons and scripts related to same, is the service mark, trademark and/or trade dress of TripSafe.io and may not be copied, imitated or used, in whole or in part, without the prior written permission of TripSafe.io. All other trademarks, registered trademarks, product names and company names or logos mentioned on the Services are the property of their respective owners. Except to the extent noted elsewhere in this Agreement, reference to any products, services, processes or other information by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof by TripSafe.io.

All rights reserved. TripSafe.io is not responsible for content on websites operated by parties other than TripSafe.io.

Notice and Take-Down Policy for Illegal Content

TripSafe.io operates on a "notice and takedown" basis. If you have any complaints or objections to Content, or if you believe that material or content posted on the Services infringes a copyright that you hold, please contact us immediately by sending us a notice to TripSafe.io of defamatory content. Once this procedure has been followed, TripSafe.io will respond to valid and properly substantiated complaints by making all reasonable efforts to remove manifestly illegal content within a reasonable time.

10. **MODIFICATIONS TO THE SERVICES; TERMINATION**

TripSafe.io may change, add or delete these terms and conditions of this Agreement or any portion thereof from time to time in its sole discretion where we deem it necessary for legal, general regulatory and technical purposes or due to changes in the Services provided or nature or layout of Services. Thereafter, you expressly agree to be bound by the terms and conditions of this Agreement as amended.

The TripSafe.io may change, suspend or discontinue any aspect of the Services at any time, including the availability of any of the Services' features, databases or Content. The TripSafe.io may also impose limits or otherwise restrict your access to all or parts of the Services without notice or liability for technical or security reasons, to prevent against unauthorized access, loss of, or destruction of data or where TripSafe.io and/or its corporate affiliates consider(s) in its/their sole discretion that you are in breach of any provision of this

Agreement or of any law or regulation and where TripSafe.io and/or its corporate affiliates decide to discontinue providing any aspect of the Services.

YOUR CONTINUED USE OF THE SERVICES NOW, OR FOLLOWING THE POSTING OF ANY SUCH NOTICE OF ANY CHANGES, WILL INDICATE ACCEPTANCE BY YOU OF SUCH MODIFICATIONS.

TripSafe.io may terminate this Agreement with you at any time, without advanced notice, where it believes in good faith that you have breached this Agreement or otherwise believes that termination is reasonably necessary to safeguard the rights of TripSafe.io and/or other users of the Services. That means that we may stop providing you with Services.

11. **JURISDICTION AND GOVERNING LAW**

This website is owned and controlled by TripSafe.io. This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of the Czech Republic. You hereby consent to the exclusive jurisdiction and venue of courts in the Czech Republic and stipulate to the fairness and convenience of proceedings in such courts for all disputes, both contractual and non-contractual, arising out of or relating to the use of the Services by you or any third party. You agree that all claims you may have against TripSafe.io arising from or relating to the Services must be heard and resolved in a court of competent subject matter jurisdiction located in the Czech Republic. Use of the Services is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including, without limitation, this paragraph. Nothing in this clause shall limit the right of TripSafe.io to take proceedings against you in any other court, or courts, of competent jurisdiction. The foregoing shall not apply to the extent that applicable law in your country of residence requires application of another law and/or jurisdiction – in particular, if you are using the Services as a consumer – and this cannot be excluded by contract and will not be governed by the United Nations Conventions on Contracts for the International Sale of Goods, if otherwise applicable. If you use the Services as a consumer, you may be entitled to bring claims against TripSafe.io in the courts of your country of residence. This clause shall otherwise apply to the maximum extent allowed in your country of residence.

12. **GENERAL PROVISIONS**

We reserve the right to reclaim any username, account name, nickname, handle or any other user identifier for any reason without liability to you.

You agree that no joint venture, agency, partnership or employment relationship exists between you and TripSafe.io and/or its corporate affiliates as a result of this Agreement or use of the Services.

Our performance of this Agreement is subject to existing laws and legal process, and nothing contained in this Agreement limits our right to comply with law enforcement or other governmental or legal requests or requirements relating to your use of the Services or information provided to or gathered by us with respect to such use. To the extent allowed by applicable law, you agree that you will bring any claim or cause of action arising from or relating to your access or use of the Services within two (2) years from the date on which such claim or action arose or accrued or such claim or cause of action will be irrevocably waived.

If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remaining provisions in this Agreement shall continue in effect.

This Agreement (and any other terms and conditions referenced herein) constitutes the entire agreement between you and TripSafe.io with respect to the Services, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and TripSafe.io with respect to the Services. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

The following sections shall survive any termination of this Agreement:

- [Prohibited Activities](#)
- [Travel Destinations](#)
- [Liability Disclaimer](#)
- [Indemnification](#)
- [Software as Part of Services](#)
- [Copyright and Trademark Notices](#)
- [Modifications to the Services; Termination](#)
- [Jurisdictions and Governing Law](#)
- [General Provisions](#)
- [Service Help](#)

The terms and conditions of this Agreement are available in the language of the TripSafe.io websites and/or apps on which Services may be accessed.

The websites and/or apps on which Services may be accessed may not always be updated on a periodic or regular basis and consequently are not required to register as an editorial product under any relevant law.

Fictitious names of companies, products, people, characters and/or data mentioned in, on or through the Services are not intended to represent any real individual, company, product or event.

Nothing in this Agreement shall be deemed to confer any third-party rights or benefits, save that TripSafe.io' corporate affiliates shall be deemed to express third party beneficiaries of this Agreement.

You are prohibited from transferring any of your rights or obligations under this Agreement to anyone else without our consent.

Any rights not expressly granted herein are reserved.

SERVICE HELP

For answers to your questions or ways to contact us, you can write to us at:

EliteVoyage s.r.o., Národní 135/14, 110 00 Prague, Czech Republic.

Please note that TripSafe.io does not accept legal notices or service of legal process by any means other than hard copy post delivered to the address immediately above. For the avoidance of doubt and without limitation, we, therefore, do not accept notices or legal service deposited upon any of our affiliates or subsidiaries.