

Terms & Conditions

This contractual document will govern the contracting of products and services through the website turitop.com, property of TuriTop S.L., with C.I.F. B- 76534759 domiciled at Avenida del Atlántico, 9, Residencial Winter Gardens, Bloque 3, Oficinas, 38639 San Miguel de Abona, Santa Cruz de Tenerife, and registered in the Mercantile Register of Tenerife, Volume 3177, Folio 38, Page 1^a hereinafter referred to as TuriTop.

Acceptance of this document implies that the user:

- You have read, understand and agree with the above.
- A person with sufficient capacity to contract.
- It assumes all the obligations and agreements it reflects.

These conditions shall be valid for an indefinite period of time and shall be applicable to all contracts made through the TuriTop website.

1. About TuriTop's online platform

TuriTop is a technology company dedicated to the development and marketing of a suite of Software as a Service (SaaS) aimed at companies. These tools facilitate the management of reservations, receipt of online payments, integration with resale portals and a large number of other functionalities that allow the automation of tasks and improve the service received by the end customer.

The Services offered by the Platform are as set out in the Platform. Unless otherwise stated, any modification of the Services or any new Service

offered by TuriTop will be reported through the Platform and will be subject to these Terms and Conditions.

1.1. Object of the contract

The purpose of these terms and conditions is to regulate the contractual relationship that arises between TuriTop and the CUSTOMER when the latter accepts them during the online contracting process by ticking the corresponding box.

The contractual relationship entails access to and use of the TuriTop platform, in the contracted modality in exchange for a determined price, which is publicly displayed on the website in the price section.

1.2. Identity of the contracting parties

On the one hand, the supplier of the goods or services contracted by the user is TuriTop, S.L., with registered office at Avenida del Atlántico, 9, Residencial Winter Gardens, Bloque 3, Oficinas, NIF B-76534759 and customer/user service telephone number (+34) 922 394 632.

And on the other hand, the CLIENT, who will register on the platform in his own name in his capacity as an independent professional, or as a representative of a legal entity. The user who accepts these contracting conditions acknowledges that he/she has sufficient capacity to bind him/herself in his/her capacity as an independent professional, or the legal entity he/she represents, and guarantees the veracity of the data he/she provides for the proper development of the relationship with TuriTop.

2. Recruitment process

2.1. Request for contact and information

The contracting process starts with an initial online approach that allows the client to get to know the platform and the service options that best suit their needs.

For the maintenance of this first contact, identification and contact details will be required. You can find out more about how your personal data is processed by visiting our [privacy policy](#).

2.2. Client account creation and demo development

In order for the client to have a real experience on the platform, the TuriTop team will generate a user account that he/she will be able to manage later by means of a user account and password, being the manager responsible for it from the moment the team sends him/her the access data.

In order to carry out the Demo and to maintain the pre-contractual relationship TuriTop will process the personal data of the contact person who acts as the person responsible for contracting the account. You can find out all about the processing of your personal data by visiting our [privacy policy](#).

2.3. Submission of tender and contracting of services

Once the ideal plan or configuration has been defined for the client, TuriTop will present the offer to the client, either in an online meeting or via email, at which point the client will accept the offer and TuriTop will begin to provide the services.

The entire contracting process and the acceptance of the offer is carried

out online. During the process, the customer will have to accept the offer and proceed to the payment of the offer.

The user carrying out this process must have full capacity to represent the client, and the capacity to legally bind the client to this agreement.

3. Prices, invoicing and payment

3.1. Prices

TuriTop keeps the prices of its products, plans and services up to date. The prices applicable to each product are those published on the website and will be expressed in EURO currency, to which will be additionally charged the corresponding taxes.

3.2. Price change or modification of the service

Any change affecting the agreements in force shall be communicated by TuriTop to the Customer, with a notice of (90) days prior to the effective date of the change. The communication will be made by means of an e-mail sent to the e-mail address of the user administrator. If the customer does not communicate his non-conformity with the communicated changes, in the corresponding term and form, it will be considered that he accepts them.

Please keep your organisation's contact details and user profiles up to date to avoid administrative issues.

3.3. Invoicing and payment

Once the contracting process has been completed, the Customer must access the billing selection panel to enter the details of the bank card used to pay for the subscriptions from that moment onwards.

TuriTop will issue a monthly invoice which will show a breakdown of the amounts corresponding to each of the services contracted, any discounts or promotions that may have been applied, as well as the legally applicable taxes.

The billing cycle will be monthly and, unless otherwise stated, will refer to the service enjoyed in the preceding period. However, the corresponding amount or outstanding balance may be invoiced and remitted for collection immediately when:

- There is a suspension or interruption of the Service as provided for in these terms and conditions;
- Upon termination or cancellation of the contract.

The Customer must pay the invoices when they are due. Unpaid invoices will accrue interest for late payment equal to the legal interest rate and, in addition, TuriTop will charge the Customer an additional amount of fifteen (15) euros as a consequence of the lack or impossibility of collection of the unpaid invoice as compensation for the damages that this situation has caused the Customer.

TuriTop may assign all or part of the collection of unpaid invoices to collection agencies and/or assign all or part of the credit to third parties; all in accordance with the applicable regulations. In the event that this communication of data takes place, the customer will be informed prior to the assignment.

TuriTop provides as a payment method the payment gateway available on the Website, through the use of your debit and/or credit card, offering the highest guarantees of confidentiality and security in the authentication of the purchase of online services. If the client needs to request payment by other means, he/she can send his/her request to the following e-mail address sales@turitop.com and this will be assessed by the TuriTop team.

4. Duration

The contract shall be in force from the moment of acceptance of the offer of services by the customer, giving rise to a subscription that shall remain in force uninterruptedly from that moment.

Due to the specific commission and revenue agreements, the Customer may not pause his subscription at any time, and is obliged to pay TuriTop the corresponding amounts at all times. The interruption or pause of the subscription shall only be possible by express agreement of the parties, and shall not exceed one year's duration (1 year).

The foregoing shall be the normal course of events, notwithstanding the possibility of suspension or interruption of the Service during the term of the contractual relationship between the parties, or the termination and/or early termination thereof as provided for in these Terms and Conditions.

5. Provision of contracted services: continuity, interruptions and suspensions.

TuriTop reserves the right to modify the commercial offer presented on the Website (modifications on products, plans, prices, promotions and other

commercial and/or service conditions), in its Policies and in its Terms and Conditions.

Some of the Services offered by TuriTop have additional special conditions. In this case, the Customer must accept, without reservation, these particular conditions of the contracted service. In any case, the Customer will have access to these Particular Conditions before the corresponding service is contracted.

TuriTop undertakes to provide continuous availability of this service to the Customer. However, TuriTop reserves the right to cancel or interrupt the service if the Customer breaches the present Terms and Conditions or the Particular Conditions of his Contracted Plan. Cancellations or interruptions of the service may also occur if there is a legal requirement or obligation to do so.

Furthermore, TuriTop informs the Customer that the Service may be temporarily suspended or interrupted in the following cases:

1. Delay or delay in the payment of the Service, for a period of more than one month, counting from the agreed payment date in accordance with the deadlines provided for this purpose in the Individual Contract.
2. Non-payment of the service.
3. Incident on the correct and/or proper personal use of the Service under the terms set out in these terms and conditions.
4. Incident regarding the effective concurrence in the Client of the authorisations or requirements necessary for the correct

development of the activity carried out by the same, or the due verification in this area.

5. Any other breach of the Customer's commitments as described in these terms and conditions, or the Individual Contract to which they adhere.
6. There may also be interruptions in the Service due to force majeure or fortuitous events accepted as such by Jurisprudence, it being understood that the following are included in this concept: natural disasters, war, state of siege, public order disturbances, transport strikes, power cuts or any other exceptional measure adopted by the administrative or governmental authorities.

Interruptions or suspensions of service due to non-payment by the customer will be maintained until the customer has paid the outstanding sums of money. And if there is any cost of reactivation of the service, this will be borne by the customer.

In the event that the interruption or suspension is due to other causes, it may be maintained until any of the incidents or causes that led to it are resolved and/or clarified, in which case neither TuriTop nor the Client will assume responsibility for the circumstances that may have arisen.

6. Customer services.

The Client has various means of communicating breakdowns, incidents, malfunctions or, in general, questions related to the contracted services:

- Through the TuriTop control panel

- By sending an email to help@turitop.com. The e-mail customer service will be operational from Monday to Sunday, except in cases of force majeure.

In addition, TuriTop will offer telephone support to subscribed customers according to the plan contracted by the Customer in each case, so that in any case the Customer must comply with the specific contracting conditions subscribed. Calendar and opening hours: 9:00 AM to 05:00 PM in San Miguel de Abona (Santa Cruz de Tenerife, Spain).

7. Accepted uses, usage rules and deactivation or blocking of services

The user undertakes to make good use of the platform, of his/her private area and, in general, of the resources provided by TuriTop, respecting the Conditions set out in this section, as well as the law, morality, generally accepted good customs and public order.

The user undertakes to use the platform provided by TuriTop only for purposes related to their status as a user and undertakes not to carry out fraudulent uses or purposes that may be harmful to the rights and interests of third parties, and not to carry out actions that may damage, disable, overload or deteriorate the services and features provided and shall not impede, in any way, the normal use and enjoyment of the same by other users.

Therefore, to the maximum extent permitted by applicable law, TuriTop reserves the right to revoke the user's access to the Platform, by previously informing the user, through any of the means of contact provided by the user; to block or prevent the user from using and accessing the platform in the future, including when TuriTop reasonably considers that:

- The Customer's use of the Platform is in breach of these Terms and Conditions or applicable law.
- The Customer is using the Platform fraudulently or improperly, or there are reasonable indications that suspicious or fraudulent actions may be taking place.
- TuriTop can no longer provide the Services to you for technical or legitimate business reasons.

8. Intellectual and industrial property

The platform that TuriTop makes available to the Client on the basis of these terms and conditions is the property of TuriTop, who holds the ownership thereof and also claims the intellectual property rights of third party owners of some of the technologies used on its platform; all of its own content and that of third parties is protected by national and international regulations on intellectual and industrial property, including, but not limited to, its programming, editing, compilation, designs, logos, text and/or graphics.

Access and use by the Client does not grant him/her any property rights over the same, nor does it imply, either directly or indirectly, any transfer in his/her favour of intellectual property rights, which are expressly reserved to their legitimate owners.

By virtue of the foregoing, the Customer acknowledges and undertakes to respect all the intellectual and industrial property rights held by TuriTop and its suppliers on its platform and all the elements, goods or services that comprise it.

The Client may not use the information contained in this platform, nor the

design, nor its graphic content without the authorisation of TuriTop or, where applicable, of the holders of the intellectual and industrial property rights that exist over them. Otherwise, you would be violating the intellectual and industrial property rights.

The user is not allowed to reproduce, either totally or partially, the contents of the website, nor make use of TuriTop's commercial name, brand, image or logo without its prior authorisation.

In case of violation by the Customer of the present clause, in whole or in part, the holder of such intellectual and industrial property rights, either TuriTop or a third party external to TuriTop, may take the corresponding legal actions in defence of its legitimate interests and rights, including the claim of those indemnities, for all the damages directly or indirectly caused to the respective holder of the affected rights, including all the expenses incurred by the latter as a consequence of the above, including, but not limited to, all the costs of legal representation and/or legal counsel, defence, expenses associated with the process and/or legal proceedings, expert opinions, or any other that may be applicable.

9. Responsibility and limits of the service

TuriTop shall not assume any guarantees or responsibilities other than those expressly provided for in these terms and conditions, in the specific conditions or in the applicable regulations.

TuriTop shall not be liable, in any way, in cases of force majeure or fortuitous events, nor shall it be liable for the lack or inadequate functioning and/or provision of the services provided/offered by third parties outside TuriTop, even within the framework of the Service itself,

excluding all legal liability in this area to the fullest extent permitted by Spanish law.

In the event that TuriTop needs to stop the service for reasons such as maintenance or the incorporation of new functionalities to the platform, it will inform the Client, except in cases of force majeure, by means of an e-mail sent to the user with the profile of owner or administrator of the platform so that he/she is fully informed of these circumstances; which, in no case, will entitle the Client to demand responsibility from TuriTop.

TuriTop shall not be liable for (i) any losses which are not attributable to any breach by you, (ii) business losses (including loss of profits, revenue, contracts, anticipated savings, data, loss of goodwill or unnecessary expenses incurred), (iii) any indirect or consequential losses that were not reasonably foreseeable by both parties at the time the purchase of the Products and/or Services was made by both parties, or (iv) any system error relating to the price of subscriptions, which will be communicated to the Customer by TuriTop to be corrected by applying the price corresponding to the subscription chosen by the Customer.

In the event that the applicable Spanish legislation undergoes some kind of modification in relation to the limits of liability or exercise of rights by the Client, the limits legally established after the legislative modification will be those applicable.

Furthermore, TuriTop shall not be liable for:

- Any delay or failure to perform its obligations under its terms and conditions, if such delay or failure is attributable to circumstances beyond TuriTop's reasonable control.

- The availability, accessibility, continuity and/or functioning of the website.
- The use made by Customers with respect to existing content or services.
- Links to third parties, if any.
- The contents published by the Clients when they have an account in the TuriTop booking system.
- The cancellation of the service in order to comply with the requirement of the competent judicial or administrative authorities.

The Customer shall be liable for any damages that TuriTop, other Users of the Platform and/or third parties may suffer as a result of the Customer's failure to comply with the obligations assumed in relation to these Terms and Conditions.

TuriTop strives to provide a secure and efficient platform for receiving payments and issuing invoices. However, it does not assume any responsibility or liability in relation to Customers' compliance with legislation and taxation. In this regard, Customers acknowledge that any problems, disputes, penalties or legal consequences arising from their non-compliance with laws and regulations are their sole responsibility.

Without prejudice to the above, the contracting of services provided by TuriTop implies the necessary acceptance of the following exclusions of liability:

- Users who, within the scope of our website and services provided, act in the name and on behalf of a company or any type of legal

entity, acknowledge that they have sufficient capacity to represent it lawfully.

- In the event that an employee contracts services with TuriTop on behalf of his or her company, TuriTop shall not be held responsible for any incidents that may arise in the event of termination, dismissal or if, for any reason, the employee ceases to form part of the company. TuriTop does not have the capacity to know the specific conditions of each user or to limit their access to our services, so it is the responsibility of the company to notify any circumstance affecting the above that should be taken into account.
- In line with the previous section, TuriTop will not be in any way responsible for access, use of the platform, expenditure or use of plans, contracting of services or other possible circumstances, carried out in an illicit manner, due to circumstances that have not been reliably communicated to TuriTop. If necessary, TuriTop can provide a history of accesses to the platform and uses of the same, in order to corroborate that no incidents have occurred.

10. Information on Personal Data Protection

10.1. Data protection for signatories, contact persons and internal users

The Client declares that he/she is aware of and complies with Spanish and European legislation on Personal Data Protection and, specifically, with the RGPD, LOPDGDD and LSSI, and undertakes to respect and comply with the same during the contractual relationship and when accessing the services provided by TuriTop.

For its part, TuriTop complies with the corresponding European and Spanish regulations and, specifically and without limitation:

- Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (hereinafter "**GDPR**")
- Organic Law 3/2018 of 5 December 2018 on the Protection of Personal Data and the Guarantee of Digital Rights (hereinafter referred to as "**LOPDGDD**")
- Law 34/2002 of 11 July 2002 on Information Society Services and Electronic Commerce (hereinafter referred to as "Law 34/2002").**LSSI**")

TuriTop, S.L., as the data controller, will process the personal data of Clients (users of its services and, where applicable, representatives and employees of legal entities) in order to manage their registration, process the selected service subscription, carry out the provision of the contracted service, enable access to the platform, carry out the necessary integrations for particular services and manage the invoicing and payment of its services.

The legitimacy for the processing of data is the performance of a contract (art. 6.1.b, RGPD), the fulfilment of legal obligations (art. 6.1.c, RGPD) and, with regard to data of contact persons, employees, legal representatives or similar, which are processed during the development/execution of the contract, they will be processed for the proper performance of the contract, based on the legitimate interest of the parties, in accordance with article 19 LOPD 3/2018.

The personal data of the users of the platform will not be communicated to third parties, except for the exceptions legally provided for Judges and Courts, and Public Administrations.

International data transfers: TuriTop is a technological platform that uses the services of different providers of management, communications, storage and various APIS services integrated into its platform. Many of these services have their main offices in the USA and therefore, the processing of data carried out on the platform may involve international data transfers covered by the European Commission's Decision approving the Transatlantic Agreement.

TuriTop guarantees the exercise of the rights of access, rectification, deletion, opposition, limitation, portability and the right not to be subject to automated decisions, including profiling. These rights may be exercised at the postal address indicated in these Terms and Conditions or by sending an e-mail to ayuda@turitop.com, or to TuriTop's data protection officer at dpo@turitop.com. Requests for the exercise of rights will be resolved within a period of no more than thirty days. In order to exercise these rights, the interested party may request specific forms from TuriTop; they also have the possibility of downloading the forms that the AEPD makes available on its website, www.aepd.es. If a User believes that his or her rights have not been respected, he or she may lodge a complaint with the Spanish Data Protection Agency (www.aepd.es).

For more information on data processing, please see our [privacy policy](#).

10.2. Data protection agreement, or data processing order

TuriTop in its position as owner of the platform hosts on its servers information on customers and users of TuriTop Customers. This, in accordance with current legislation on data protection, confers on it the position of data processor. In this sense, TuriTop makes available to its clients the agreement of [data protection](#) which regulates the compliance

and responsibility of both parties, in particular TuriTop, guaranteeing full compliance with the regulations in force at all times.

11. Extinction or termination of the contract

The contract between the parties may be terminated at any time for the following reasons:

- Agreement between the parties, or withdrawal or waiver by one of them.
- Serious breach of contract by either party of any of its obligations, in particular default or delay in payment by the customer.
- End of the contract period or provision of services.
- For specific reasons provided for, where applicable, in the particular conditions applicable to the Customer.
- Due to supervening impossibility in the provision of the service.
- By death, declaration of death, dissolution or extinction of any of the parties.
- By the concurrence of any other causes that, in coherence with the applicable Spanish legislation, could determine such extinctive and/or termination effect.

In cases of non-payment, in addition to the amounts owed, TuriTop may claim from the Customer the interest and expenses incurred as a consequence of such non-payment. Likewise, in such cases, TuriTop may claim from the Customer the payment of any damages and losses that may have been incurred.

The termination of the Contract between the parties implies, in addition to the definitive and immediate interruption of the Service, also the automatic return by the Customer to TuriTop, or to the entity/entities specifically designated by TuriTop for this purpose, and, in any case, within a maximum period of forty-eight (48) working hours, of the computer equipment, goods and other elements associated with the Service that the Customer has in his possession and that he has received from TuriTop within the framework of the Service in the same conditions in which they were received by the Customer.

The extinctive or termination causes set out in these terms and conditions will be applied automatically, without the need for any further communication or additional requirement to the Customer by TuriTop.

11.1. Voluntary cancellation of the contracted service

The Customer may unsubscribe from the service at any time, and without incurring any additional cost, provided that such circumstance occurs before the billing of the current month and, in any case, with prior notice to TuriTop, sent at least fifteen (15) days prior to the end date of the corresponding subscription or plan.

To do so, the Customer must fill in the form established for this purpose at <https://help.turitop.com/hc/es/articles/360015582519-Cancelar-congelar-cuenta-TuriTop> which will be processed by TuriTop within a maximum of 72 hours.

Cancellation of the account by the Client will result in the limitation or removal of access to the Platform.

12. Uses of applications and integration with AI APIs

Improving efficiency, performance and management of TuriTop

TuriTop has integrated an artificial intelligence system into its administrative and customer service management for managing queries and assistance to customers and users.

TuriTop will always inform the user when the user is interacting with a bot. It is important for the user to note that communication with the bot is not the same as communication with a human, but is an automated system, designed to assist. Although it can provide useful answers, its assistance has limits and does not replace human attention when necessary, which TuriTop makes available to the user through the means described in section 6 of these terms.

Likewise, we inform that TuriTop is in a process of continuous improvement and, in case of applying changes, modifications or major uses that involve artificial intelligence, it will inform its clients appropriately.

13. TuriTop MarketPlace: Resellers

Our platform acts solely as a technological tool, a technology provider to facilitate the connection between experience providers and resellers of their services.

The contractual legal relationship is solely and exclusively between the experience provider and the reseller. TuriTop is not involved in them and TuriTop is in no way a party to the negotiations or legal obligations arising between them.

All sales, pricing, availability, terms and conditions related to such experiences are established and agreed directly between the reseller and the supplier.

We do not enter into, validate or enforce any agreement, nor do we guarantee the performance of any obligation undertaken by either party.

By using this platform, you acknowledge and agree that TuriTop is not liable for any dispute, loss, cancellation or damage that may arise from such transactions between third parties.

Resellers are fully responsible for ensuring that their activities comply with all applicable laws and regulations, including but not limited to consumer protection laws, tax laws and privacy laws.

14. Security measures and confidentiality of information

TuriTop is strongly committed to all that has to do with [Information Security](#) and personal data. We therefore take all necessary measures to ensure the correct use and storage of data.

- Security measures: TuriTop has implemented the necessary security measures by design and by default to guarantee the confidentiality, security, integrity and availability of the data. Likewise, it will actively implement any technical and administrative improvements it considers appropriate, seeking a climate of proactivity and prevention. TuriTop will not be held responsible for theft, loss or unauthorised access in the event of third parties who, taking advantage of technological evolution and unpublished security

failures, act without TuriTop's consent, regardless of the purpose for which they do so. Likewise, TuriTop is exempt from any responsibility for the loss of information and/or confidentiality associated with cases of force majeure or fortuitous events.

- **Data protection principles:** TuriTop complies with the data protection principles required by the RGPD (EU) 2016/679 and the LOPDgdd 3/2018. It has also included measures that facilitate the work of such compliance with respect to the data that any user processes through this platform. Even so, the latter must comply with the principles of information, confidentiality, consent, among others, with respect to personal data. TuriTop will only be responsible for the processing of data carried out by its personnel, and for the security measures that must be applied to guarantee the confidentiality, integrity, security and availability of the information on this platform. Any data processing other than the above shall not be the responsibility of TuriTop. You can consult more information about the processing of personal data by TuriTop in our privacy policy or in the contract of assignment that, if applicable, you sign as a TuriTop Customer.
- **Confidentiality:** the information processed by TuriTop, as a necessary part of the provision of the service, will be treated by TuriTop with due confidentiality, and using the information lawfully and in accordance with current legislation. Furthermore, TuriTop guarantees that the personnel authorised to process personal data have undertaken to respect the confidentiality of the information they handle. Both TuriTop and the Client guarantee that they will maintain the strictest confidentiality and express compliance with the duty of secrecy in relation to the data that they may have learned about each other, and which were obtained during the course of the contract, during the period of the provision of services and after its

termination. TuriTop, during and after the term of this agreement, will treat all information belonging to the Client as strictly confidential, taking the necessary measures to ensure that its content is not disclosed to third parties, nor can they have access to it without the express authorisation of the person responsible.

If during your use of the platform you become aware of a possible incident, regardless of its nature, please inform us as soon as possible. The correct functioning of the system or its improvement is in everyone's hands.

15. Modification of Terms and Conditions

The Customer shall be subject to the terms and conditions, policies and terms and conditions of Engagement in force at the time of contracting the service.

When required by law, this content may be modified. Similarly, they may be modified by TuriTop at any time for legal, technical, organisational, operational, economic, service or market reasons. In these cases, if the change affects the rights and freedoms or the agreements in force with the Customer, TuriTop will inform the Customer in advance of the modification so that he/she is aware of them and to facilitate the exercise of his/her rights. If the Customer does not agree with the proposed modifications, he/she may terminate the service without penalty for this reason by informing TuriTop before the date on which the modifications come into effect, using the contact details provided for this purpose.

The declaration of any one or more of the clauses provided for in these terms and conditions as null, invalid or ineffective shall not affect the validity or effectiveness of these terms and conditions as a whole, which shall remain binding on the parties. Likewise, TuriTop's failure to exercise any action, right or condition contemplated in these terms and conditions

shall in no way constitute a waiver of the same, unless TuriTop expressly acknowledges this in writing.

16. Jurisdiction and applicable law

These General Terms and Conditions shall be governed by and construed in accordance with Spanish law.

Any conflict arising from the interpretation or execution of the General Contracting Conditions shall be subject to the exclusive jurisdiction of the Courts and Tribunals of Santa Cruz de Tenerife, to which each of the parties agrees to submit for these purposes, renouncing any other jurisdiction that may correspond to them.