

GENERAL TERMS AND CONDITIONS

Hereinafter "T&C"

1. TERMS

"Croatia Tours": CROATIA TOURS MAKARSKA d.o.o. is a company organised and governed under the laws of Croatia, a legitimate holder of license to use the Product

"User": The User is a physical person or a legal entity that uses the Product for providing tourist services

"Authorised person": The person that has legal authority to represent Parties and Third Parties, based on an agreement or law

Croatia Tours and the User hereinafter referred to as a "Party" or jointly as "Parties"

"Third Party": A physical person or a legal entity that is in any way involved between the Parties and have direct or indirect impact on the legal relationship arising from these T&C

"Product" is a PCI DSS compliant cloud based web solution Croatia Tours is licensed to use, designed to connect Users with online sales channels for the purpose of processing online payments and instant online bookings concerning tourist services

"Licence": Licence is a legal instrument governing the use of the Product

"Pricelist": The Croatia Tours document with the official prices of all services charged to the User, which is published on the official Croatia Tours websites and is occasionally amended by the Croatia Tours

"Effective Date" relates to the date User accept these T&C

"Term" is a time period starting from Effective Date and last for as long as User uses the Product, except otherwise terminated in accordance with the articles of termination

Singular "Form" or plural "Forms" represent all documentation provided by the Croatia Tours on its official websites which are deemed necessary for the usage of Product by the User

"T&C": General Terms and Conditions represent the total of governing conditions under which the User has the right to use the Product and are legally binding to the Parties upon acceptance by the User on official Croatia Tours websites

"Confidential Information": means any information, technical data, or know-how, including, but not limited to, that which relates to research, product plans, products, services, customers, markets, software, developments, inventions, processes, designs, drawings, engineering, hardware configuration information, marketing or finances of the disclosing party, which Confidential Information is designed in writing to be confidential or proprietary, or if given orally, is confirmed promptly in writing as having been disclosed as confidential or proprietary. Confidential Information does not include information, technical data or know-how which: (i) is in the possession of the receiving party at the time of disclosure as shown by the receiving party's files and records immediately prior to the time of disclosure; (ii) prior to or after the time of disclosure becomes part of the public knowledge or literature other than as a result of any improper inaction or action of the receiving party hereunder; (iii) is approved by the disclosing party, in writing, for release.

"User Information": means Personal Data that Croatia Tours processes on User behalf for the purpose of Product usage, including Personal Data relating to customers of User, property owners with properties managed by User, and vendors with whom User has a formalized business relationship

"Reverse engineering" includes all processes of extracting knowledge or design information from the Product and reproducing it or reproducing anything based on the extracted information.

“Property Information” relates to full descriptive information for each rental unit that User wishes to include in the Product, including but not limited to the property name, description, location, amenities, calendar, rates, photos and other appropriate information

“Property Sharing” relates to the ability for one User to market and process reservations of another User Properties under the appropriate burden of agreement between Users and technical possibilities of the Product

“Property” is a rental unit onboarded the Product by User

“Service” means any and all tourist services User onboarded into the Product

“PCI”: The Payment Card Industry Data Security Standard (PCI DSS) is a proprietary information security standard for legal entities that handle credit cards and are mandated by the major card brands including Visa, MasterCard, American Express, Discover, and JCB and is administered by the Payment Card Industry Security Standards Council

“Transaction Fee”: Transaction Fee is a fee charged by the bank, Croatia Tours or payment gateway legal entity that has legal and commercial authority to do so and is processed toward the User

2. CONDITIONS

2.1. General Conditions

These T&C govern legal relationship between the Parties as of Effective date until usage termination.

User confirms to read and fully understands all articles and clauses under these T&C by marking it on the Product website.

User binds himself to the terms of these T&C by Authorised Person.

Croatia Tours reserves the right to validate the Authorised person at any time and to demand identification card or any other state issued document to determine the mandate.

The User is solely responsible to provide with the truthful information about himself, services he offers, credit / debit card information and other information demanded by Croatia Tours and / or authorised governing body.

Croatia Tours is not (i) a real estate broker, agent, insurer, or booking agent; (ii) a party to any rental or other agreement between User (or its customer) and a guest who rents a Property or engages in any other transaction with User (or its customer); and (iii) does not have any authority to accept or reject a rental application or other offer to contract with User or its customer, such authority rests solely with the User or its customer.

2.2. LICENCE

Croatia Tours hereby grants to the User a non-exclusive, non-transferable, limited licence to the use of the Product and related user documentation on the terms and conditions set forth herein.

The User is authorised to use the Product following these T&C, the guidelines in oral and in written set by the Croatia Tours and the applicable laws.

The User is licensed to use the Product only for his own and the Product is only to be used in accordance with the applicable documentation and for the functions and the purpose for which it is designed for.

2.3. SUBSCRIPTION

The Product is licensed to be used on a subscription basis pursuant to the subscription terms set forth in official Pricelist.

All changes of the pricelist must be published on official Croatia Tours webpage and the User must be notified of the changes via email.

The Product is licensed to be used on a basis pursuant to the terms set forth in these T&C and the official Pricelist of the Croatia Tours which is incorporated herein.

The User accepts and fully understands that the Croatia Tours (in accordance with his own will) may amend the Pricelist without any prior written or oral consent by the User.

2.4. UPDATES AND MODIFICATIONS

Croatia Tours and its cooperants may in his own discretion update and modify the Product without any prior written or oral consent by the User.

All updates and modifications of the Product shall be published on official Croatia Tours websites.

Each update and / or modification will be deemed to be part of the Product and shall be governed by these T&C.

2.5. INTELLECTUAL PROPERTY RIGHTS

Croatia Tours has the licence to use Product, API, respective documentation, and other documents provided.

All intellectual property rights over the technology that is and is to be created within or outside of the legal relationship set forth under these T&C belongs solely to the Croatia Tours and / or its business partners.

The User commits not to impugn any intellectual property rights of the Product.

The exception are the photographs, videos and text of the properties and other tourist services uploaded by the User.

2.6. NO REVERSE ENGINEERING

The User is not permitted to (a) modify, adapt, alter, translate, or create derivative works from the Product; (b) sublicense, lease, rent, loan, or otherwise permit a third party to use the Product; (c) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Product; (d) otherwise use the Product except as expressly allowed in these T&C.

2.7. ADDITIONAL RESTRICTIONS

Unless expressly an permitted to do so under these T&C, and then only in the exact manner specified, the User may not (a) permit third parties to use the Product; (b) remove or alter any trademark, service mark, logo, copyright, or other proprietary notices in or on the Product; (c) place on any portion of the Product materials that are illegal, obscene, dangerous or libellous, or that violate, infringe or misappropriate any copyright, trademark, patent, trade secret, or other statutory or common law intellectual property right.

The Croatia Tours reserves the right, but does not assume the obligation, to remove any content or materials that violate the provisions of these T&C; (a) access the Product if the User is a direct competitor of Croatia Tours; or (b) access the Product for purposes of monitoring its availability, performance, or functionality, or any other benchmarking or competitive purpose.

The User agrees not to use the Product, or any information obtained through the Product, for any unlawful or unauthorized purpose.

The User agrees that Croatia Tours has no obligation to retain any content, data or material after the expiration or termination of any legal relationship between Parties and that such content, data or material may be irretrievably deleted after such expiration or termination.

The User agrees not to register domain names that are derivatives of or deceptively similar to the Product or its trademarks or that have the purpose or effect of criticizing, ridiculing, disparaging, or defaming the Croatia Tours, and its products, services, policies, directors, officers, shareholders, or employees.

2.8. USER LOGO AND UPLOADED AUDIO AND VIDEO DATA

The User agree that the Croatia Tours can, royalty free, without any additional written or oral consent, place a logo and / or text link on his official websites and emails included in the Product, including on publicly accessible pages on the User website.

The User agree that the Croatia Tours may, royalty free, reference its relationship with the User for marketing purposes.

User agree that Croatia Tours and its business partners can access all data stored on or transmitted through the Product to conduct research, operate, and improve the Product and provide anonymous reporting for internal use and external clients and business associates.

The User agree that the Croatia Tours and its business partners can, royalty free, without any additional written or oral consent, send the uploaded audio, video and other data into the Product, to third parties for the purpose of selling services in tourism via the Product.

2.9. PAYMENT

User binds himself to provide his valid credit card details for the purpose of fulfilling his payment obligations.

Croatia Tours holds the User fully accountable for all information provided by the User and / or persons he authorises to manage and process the information.

All transaction fees are on the User expense.

In cases where the Croatia Tours must proceed with the payment to the User, the payments shall be done in accordance with relevant laws, these T&C and the Pricelist, whilst the Croatia Tours reserves the right to hold on the monies for breach of these T&C, the public security reasons or in cases demanded by local or international laws or agreement between the User and sales channels.

User agrees that Croatia Tours can charge his credit / debit card at any time for the purpose of using the Product according to the official Pricelist or if the User causes any damages to the Croatia Tours.

Alternatively, payments can be done via bank transfers.

2.10. TAX

Croatia Tours shall collect from the User all applicable taxes for the usage of the Product and processed payments if applicable.

2.11. CUSTOMER CONTENT

User agrees to onboard complete and accurate information regarding the Properties and other tourist services managed through the Product, including information regarding guest charges and payments made via the Product, as well as any other descriptive information related to such services, in a mutually agreeable electronic data transmission format or through manual data entry performed by User through the Product.

By using the Product, the User gives his consent for Croatia Tours to send his personal data, e.g. name and surname, address, electronic mail address, mobile phone, telephone, personal identification number, VAT ID, bank account and other personal information relevant to the sale of his products via Product to the sales channels on which the User requested connection and to his clients.

User represents and warrants that all information shall be true, complete, and accurate and that User has the authority to provide such information.

The User is solely responsible to obtain all necessary consents and clearances required to lawfully make use of all intellectual property rights for data uploaded into the Product.

The User agree that all information submitted to, stored or distributed by him in connection with the Product (a) shall not be false, inaccurate, fraudulent or misleading; (b) shall not infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (c) shall not violate any law, statute, ordinance or regulation; (d) shall not be defamatory, trade libellous, unlawfully threatening or unlawfully harassing; (e) shall not contain sexually explicit, obscene, or pornographic content; (f) shall not contain speech or images that are offensive, profane, hateful, threatening, harmful, defamatory, libellous, harassing, or discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability, or otherwise); (g) shall not contain graphic violence; (h) shall not express statements or positions regarding politically sensitive or controversial issues (e.g., euthanasia, abortion, capital punishment), or contain other political content (e.g., lobbyists, political campaigns); (i) shall not contain any viruses, trojan horses, worms, time bombs, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any Product, data or personal information; and (j) shall not create liability for Croatia Tours or cause it to lose (in whole or in part) customers or the services of service Croatia Tours or other suppliers.

Croatia Tours reserves the right to monitor and limit or deny access to automated processes (bots) that harvest copyrighted online content without explicit permission from Croatia Tours, regardless of whether such content is owned by User, Croatia Tours, or third parties.

User binds himself to create his own terms of service, payment, and cancellation policy in respect of the services he provides in accordance with applicable laws.

User binds himself to agree upon commercial and other terms with sales channels with which the Product is connected for the purpose of selling his services.

2.12. USE

User hereby agree: not to use the Product for "spamming," as determined by Croatia Tours in its reasonable discretion; to keep secure any identification, password and other confidential information relating to all Product usage and shall notify Croatia Tours immediately of any known or suspected unauthorized use of the Product or breach of security, including loss, theft or unauthorized disclosure of passwords or other security information; not to use the Product for any unlawful purpose; not to engage in any other conduct that restricts or inhibits any other person from using or enjoying the Product, or which, in the judgment of Croatia Tours, exposes Croatia Tours, or any of its customers or suppliers to any liability or detriment of any type; be responsible for obtaining and maintaining all telephone, computer hardware and other equipment needed for access to and use of the Product, and shall be responsible for all charges related thereto.

If the User uses the module of the Product which allows him to send emails, the User must comply with applicable laws and contain an opt-out link and full address information.

If the User missuses the email module e.g. spam, the Croatia Tours is entitled to prohibit the use of the module and to demand a full refund of all costs and damages occurred.

While using the Product, the User must comply with all local laws.

The Product may include links to other Internet sites or resources and may provide functionality and information that facilitates User ability to engage or contract with third party service, including without limitation online sales channels connected with the Product.

If the User ask to be connected to third party systems for the purpose of selling his services, he authorises Croatia Tours to transmit such information about him and his properties that is stored in the Product as requested by such third-party.

The User agree that Croatia Tours is not responsible for the availability of such external sites or resources and is not responsible or liable for any content, advertising, products, services, or other materials made available by such third parties or through such sites or resources, or if such third party's services have been "certified" as being compatible with the Product.

User further agree that Croatia Tours shall not be responsible or liable, directly, or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, advertising, products, or services made available by such third parties or through any such site or third-party resource.

By using the Product, User consent to receive information from Croatia Tours in electronic format without any limitations.

2.13. ONLINE CREDIT CARD PROCESSING

For all online credit card processing Croatia Tours shall maintain PCI compliance.

Croatia Tours shall in its own discretion chose partners for this process.

All documentation regarding processing is to be considered as a Confidential Information and is not to be shared with non-authorised persons.

In all cases of processing through the Product, the card holder and User are fully responsible for all damages that may occur to the Croatia Tours in case (i) violation of international or local laws; (ii) violation of the PCI compliance regulations; (iii) fail to provide with additional information if asked for by the Croatia Tours; (iv) provide false, inaccurate or misleading information; (v) refuse to cooperate in a legal proceeding or audit that is required by the government authority or PCI bodies; (vi) provides the credit or debit card without prior written consent by the card holder.

2.14. SUPPORT

Croatia Tours shall provide necessary support for the Product to be used with industry standard.

Croatia Tours shall provide support at working hours between 8:00 AM and 4:00 PM Zagreb time on working days, excluding bank, national and catholic religion holidays.

The support shall be provided mainly via email or the appropriate software console through the Product.

For the purpose of quality control, the Croatia Tours is authorised without any additional written or oral consent record and monitor all telephone and all other electronic conversations between the Croatia Tours support team and User.

2.15. SECURITY INFORMATION

User must use best efforts to keep safe all sensitive security information for the purpose of Product usage e.g. email used, account name, password, etc.

User must keep such information strictly confidential and to notify the Croatia Tours immediately if he discovers loss or misuse that information.

User is solely responsible for the use of his access information to third parties and to Croatia Tours for all damages occurred.

2.16. DISCLAIMERS

The Product and all information provided by Croatia Tours and its business partners relating to the Product are provided to the User on an "as is" basis, without warranty of any kind, express or implied, including, without limitation, as to the merchantability, fitness for a particular use or purpose, or any other warranty, condition, guaranty, or representation, whether oral or in writing, and the User accept the Product, as generally provided or as customized for his own use, at his own risk.

Product may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications.

Croatia Tours nor its business partners is not responsible for any delays, delivery failures, or other damage resulting from such problems.

2.17. LIMITATION OF LIABILITY

In no event shall Croatia Tours or any of its affiliated or related parties be liable for any indirect, incidental, punitive, exemplary, incidental, special or consequential damages, or for any loss of data, revenue, profits, use or other economic advantage arising out of, or in any way connected with the Croatia Tours services, the Product, this agreement or the parties' activities hereunder, whether based on warranty, contract, tort, negligence, or any other legal or equitable theory, and even if Croatia Tours is advised of the possibility of such damages.

In the event liability is assessed against Croatia Tours or any of its affiliated or related parties, the aggregate liability of such parties shall not exceed the amounts actually paid by the User in the one (1) month period immediately preceding the event giving rise to such claim.

Any claims arising relating to the use of the Product must be brought within two (2) months of the date that the event giving rise to such action occurred.

2.18. CONFIDENTIALITY

Parties agree not to use any Confidential Information disclosed to it by the other Party for its own use or for any purpose other than to carry out obligations within these T&C.

Neither Party will disclose any Confidential Information of the other Party to third parties or to employees of the party receiving Confidential Information, other than its employees under appropriate burden of confidentiality and who are required to have the information in order to carry out the obligations within relationship set forth in these T&C.

Each Party agrees that it will take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the other Party in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized under this agreement to have any such information.

Such measures shall include the highest degree of care that the receiving party utilizes to protect its own Confidential Information of a similar nature.

Each Party agrees to notify the other in writing of any misuse or misappropriation of Confidential Information of the disclosing party which may come to the receiving party's attention.

Neither party will, without the prior written consent of the other party, disclose to any other person the fact that Confidential Information of the other party has been disclosed under this agreement, that discussions or negotiations are taking place between the parties, or any of the terms, conditions, status, or other facts with respect thereto, except as required by law and then only with prior notice as soon as possible to the other party.

2.19. DATA PRIVACY

Each Party commits itself to adhere to all relevant provisions of the General Data Protection Regulation (EU) 2016/679 and the provisions acts of Parties respective countries that adopted the named regulation.

Party in breach is to pay any and all punitive damages to the injured Party which has the authority to transfer all claims to the Party in breach.

2.20. INDEMNIFICATION

User hereby agree to indemnify and hold Croatia Tours and its Affiliates and related parties harmless from and against any damages, losses, liabilities, judgments, costs, or expenses (including reasonable attorneys' fees and costs) arising out of any claim made by a third party relating to his use of the Product or any breach or violation of these T&C or other applicable conditions in relation with the use of the Product.

2.21. ASSIGNMENT

The right to use the Product is limited only to User, who may not in any way or case transfer by assignment, sublicense, or any other method the service or the right to access or use the Product to any other person or entity.

Any attempt by User to transfer his rights or obligations under these T&C or any applicable agreements with the Croatia Tours without obtaining the prior written consent of Croatia Tours shall be invalid.

User agree that Croatia Tours may assign its rights and/or delegate its obligations under these T&C or any applicable agreements to any third party, including its Affiliate, in Croatia Tours sole discretion and without notice.

2.22. REPRESENTATION

User hereby represent to Croatia Tours that he is at least 18 years old and is authorized to agree to and enter into these T&C, and any other agreement with the Croatia Tours.

In case that the User is a legal entity, the authorised person of the User has the only right to enter into a binding legal relationship with the Croatia Tours, which fact the authorised person must prove with official documentation.

Furthermore, User also represent that he is entering into these T&C and any other agreement on his own behalf, arbitrarily, and is not relying on any representation, guarantee or statement other than as expressly set forth herein.

Croatia Tours makes no representation that the Product or any materials on his official websites are appropriate or available for use in other locations, and accessing them from territories where their contents are illegal is prohibited.

At any time upon request by Croatia Tours, User agree to sign a non-electronic version of these T&C and any other agreements or statements reasonably necessary for Croatia Tours to provide and account for the Product.

2.23. GOVERNING LAW

The legal relationship regulated with these T&C is governed solely by the laws of Croatia, disregarding law conflicts, and is binding to the Parties worldwide.

The Parties agree and hereby submit to the exclusive personal jurisdiction of and venue of competent court of Croatia Tours principal place of business for all claims with respect to these T&C and other agreements and agree that any legal proceedings shall be conducted in Croatian, unless otherwise determined by applicable law.

2.24. FORCE MAJEURE

Neither Party will be deemed in breach of these T&C to the extent that performance of its obligations is delayed or prevented by reasons of force majeure, such as riots, acts of terrorism, fire, flood, earthquake, acts of government and the like, provided that such party gives the other party written notice thereof promptly and uses its best efforts to continue to perform its obligations.

2.25. SEVERABILITY

If any provision of these T&C is held by a court of competent jurisdiction to be invalid, void or unenforceable for any reason, the remaining provisions not so declared shall continue in full force and effect, but shall be construed in a manner so as to effectuate the intent of this Agreement as a whole, notwithstanding such stricken provision or provisions.

2.26. TERM & TERMINATION

These T&C along with modifications made by the Croatia Tours apply the entire time of Product usage by the User.

The User can terminate the legal agreement between the Parties by stop using the Product at any time.

Terms, fees and tax, payments, ownership, Security information, warranties indemnification, data privacy, confidentiality, disclaimers, as well as any other terms which by their nature should survive, will survive the termination of the agreement regulated by these T&C.

2.27. MODIFICATIONS

Croatia Tours reserves the right to modify these T&C in his own discretion without prior notice, at any time and from time to time.

Any such modification is effective upon the posting of same by Croatia Tours on its official website.

Croatia Tours also may notify the User of any modifications by email or other correspondence to User designated contact address.

The most current version of these T&C supersedes all previous versions.

2.28. ENTIRE AGREEMENT

These T&C, along with all applicable online order forms and Pricelist, comprise the entire agreement between the Parties and supersede all prior and current negotiations, discussions, or agreements, whether in written or oral form between the Parties regarding the subject matter herein.

Croatia Tours is authorised in his own discretion to make modifications to these T&C, Pricelist and all forms without prior consent of the User.

These T&C are originally made in English language, and all translations must mirror the original language. In a case that translations depart from the original, the English version prevail.

Effective date of made modifications is the date of posting on the official Croatia Tours website.

Last update on 7th December 2021

CROATIA TOURS MAKARSKA d.o.o.
Obala Kralja Tomislava br. 2
Makarska
Tomislav Mihaljević, CEO