

Terms of Use

These Terms of Use set out the terms and conditions on which the services through the website www.travelperk.com and through the corresponding mobile application, as well as to all its related or linked sites from www.travelperk.com (the “Platform”).

By making a booking on the Platform or using or accessing the Platform or any part of the same, you acknowledge that you accept these Terms of Use and you agree to be bound by them. If you do not accept them, you should not use the Website and the services provided through it.

These Terms of Use shall apply to the exclusion of any other terms and conditions referred to, proposed by or relied on by the customer, whether in negotiation or at any stage in the dealings between TRAVELPERK, S.L.U and the customer, in respect of any services (as defined below) supplied by TRAVELPERK, S.L.U to the customer pursuant to these Terms of Use.

This document can be printed and stored by users. TRAVELPERK, S.L.U provides the following email address to the users for them to raise any question about these Terms of Use: contract@travelperk.com

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Information about us

Pursuant to the provisions set forth in the Article 10 of Law 34/2002, from July 11, on Information Society Services and Electronic Commerce, you will find below all the information required regarding the website manager:

Corporate Name:	TRAVELPERK, S.L.U (“TravelPerk”)
Registered Office:	Avinguda Diagonal 211, Torre Glòries, 08018, Barcelona (Spain).
Spanish Tax identification number:	B-66484.577.
Registry information:	Commercial Registry of Barcelona, Volume 44779, Page 131, sheet B-467263.
E-mail:	contract@travelperk.com

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Updating and modification of the Terms of Use

TravelPerk reserves the right to modify these Terms of Use, the Privacy Policy and the Cookies Policy at any time and without giving prior notice. Users should carefully read these Terms of Use before accessing the Platform. In all circumstances, the acceptance of the Terms of Use is an essential first step toward access to the services and content available on the Platform. The current Terms of Use will be available at all times in the Platform.



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Description of the service

TravelPerk is a travel agent duly registered in Spain under number GC-004266 and has created an innovative, proprietary platform that allows companies of all sizes to save time and money on managing business travel by using its own transportation and accommodation search system. TravelPerk's technology solves several critical inefficiencies in the corporate travel market, which benefits both companies and their employees. The system created by TravelPerk operates as follows:

1. Travel policy.

By signing up with us, companies have the option to provide information about their company travel policies, giving them control of their travel spend.

2. Booking.

Therefore, when the travel manager or a company employee searches for a trip, our system, based on our exclusive and innovative algorithm, displays available results and highlights the options which are out of the travel policy.

The system allows the travel manager or employee to book the selected travel itinerary and pay for it according to the methods of payment available on the Platform.

A booking should refer to the booking of a flight, a hotel or, a train ticket, booked by the Customer through the Platform. Concretely, a booking is characterized by owing a unique PNR number.

3. Order processing.

An order for train tickets, flight tickets and other services can be placed by the Customer over the phone, via email and via the Platform. TravelPerk will forward air and train tickets electronically, whenever electronic tickets are made available by the travel service providers.

4. Cancelations.

In case of cancelation, modification or no-show, TravelPerk will refund to the Customer the corresponding booking amounts less any costs applied by the travel services' provider for such cancellation, modification or no-show (provided that said provider expressly allows and previously reimburses such amount to TravelPerk). In this regard, TravelPerk may, at its sole discretion, refund the corresponding amount, if applicable, by wire transfer to the Customer's bank account or by means of discounting such amount from the next invoice to be issued to the Customer.



5. Managing and Reporting.

Furthermore, with our integration with Expensify, Inc. and the acceptance of the Customer, our platform can automatically send confirmation emails of the travel expenses assumed personally by the company's employees, to the Company's expensify platform. This feature will facilitate the reimbursement process and the company's control over travel costs.

By using this Platform to purchase travel services, the Customer authorizes TravelPerk to act as its agent during the purchasing process with the corresponding travel services provider(s), as well as for the payment of the products or services, to the extent as necessary, in order to ensure that the transaction between the Customer and the travel services provider(s) is performed correctly.

04 Responsibilities

TravelPerk will not be responsible for any damages that may result from interferences, omissions, interruptions, computer viruses, breakdowns and/or disconnections in the operational functioning of the electronic system or user's devices due to causes beyond TravelPerk's control, which prevent or delay the use of the Platform, nor for any delays or obstructions in the use caused by deficiencies or overloading of the Internet or other electronic systems, nor for the impossibility to provide the service or allow the access for causes beyond TravelPerk's control and due to the user's or third parties failures in our partner's and supplier's computer systems or force majeure issues.

Notwithstanding the foregoing, TravelPerk states that it has taken and will take all necessary measures, within its capabilities and the conditions of technology, to ensure that the Platform works properly and to avoid the existence and transmission of viruses and other harmful components to users.

TravelPerk reserves the right to interrupt the access to the Platform at any time and without any previous notice, either for technical, security, control, or maintenance reasons, or for the failure of electricity supply or any other cause.

TravelPerk does not control, in general, the use made by the users of the Platform. In particular, TravelPerk does not ensure under any circumstances that users will use the Platform in accordance with the Law, these Terms of Use, moral principles, received customs and usages and public order, or that they will do so in a diligent and cautious way. Consequently, TravelPerk is not responsible for the use that users make of the contents of the Platform that may involve a violation of any national or international law, intellectual property rights or any other third parties' right.



Users will be responsible for the Platform use and for any direct or indirect effect arising from the Platform, including, but not limited to, all economic, technical and/or legal results as well as the non-fulfillment of the expectations generated by the Platform, and they are hereby bound to indemnify TravelPerk for any claims arising, directly or indirectly, from said facts.

To the extent permitted by law, neither TravelPerk nor any of our officers, directors, employees, representatives or others involved in creating, sponsoring, promoting, or otherwise making available the Platform and its contents shall be liable for (i) any punitive, special, indirect or consequential loss or damages, any loss of production, loss of profit, loss of revenue, loss of contract, loss of or damage to goodwill or reputation, loss of claim, (ii) any inaccuracy relating to the (descriptive) information (including rates, availability and ratings) of the suppliers as made available on our platform, (iii) the services rendered or the products offered by the suppliers or other business partners, (iv) any (direct, indirect, consequential or punitive) damages, losses or costs suffered, incurred or paid by you, pursuant to, arising out of or in connection with the use, inability to use or delay of our platform, or (v) any (personal) injury, death, property damage, or other (direct, indirect, special, consequential or punitive) damages, losses or costs suffered, incurred or paid by you, whether due to (legal) acts, errors, breaches, (gross) negligence, wilful misconduct, omissions, non-performance, misrepresentations, tort or strict liability by or (wholly or partly) attributable to the supplier or any of our other business partners (including any of their employees, directors, officers, agents, representatives or affiliated companies) whose products or service are (directly or indirectly) made available, offered or promoted on or through the platform, including, but not limited to, any (partial) cancellation, overbooking, delay, damaged or lost baggage, strike, force majeure or any other event beyond our control.

Consequently, TravelPerk shall only be liable for wilful intent or gross negligence by some legal representative or management personnel or other vicarious agents. In case of simple negligence, TravelPerk shall be liable for any culpable breach of a material contractual obligation (whereby the term material breach abstractly elucidates an obligation whose fulfilment is a prerequisite for enabling the proper execution of the contract and on which the other party can generally rely) in case of default and impossibility. Notwithstanding the above, the liability of TravelPerk outlined in this paragraph is limited to pecuniary losses or damage to property suffered by the customer.

TravelPerk is only responsible for the reservation and advice on travel services (including, among others, checking availability of transport services and hotel accommodation, booking trips and the arranging of travel tickets and reservations for business travel). Once the service is booked and the reservation is completed, all terms and conditions and other contractual terms of the service providers between the respective service provider and the customer shall apply. TravelPerk will not be liable for any breach, default or deficiency during the provision of services by the provider.



Additionally, the Customer shall hold TravelPerk harmless at all times of any claim and/or any damages caused by any traveller to a third party during the travel, and shall assume all liabilities, damages and/or injuries and/or obligations derived from or caused by the breach of any terms and conditions from the service providers by any traveller.

Terms and conditions of the service providers:

When booking for the Customer, all terms and conditions and other contractual terms of the service providers between the respective service provider and the Customer shall apply in addition to and shall prevail over these Terms of Use. TravelPerk shall inform the Customer of special provisions. In the event where the relationship between Customer and service provider leads to a default or other breaches of the present Terms of Use, TravelPerk shall not be liable.

05 Obligations of the users

The users agree to be bound by these Terms of Use as well as to fulfill the special instructions and warnings contained herein and to act according to the law, the received customs and usages and the requirements of good faith. The users agree not to use the Platform in any way that could prevent or damage the proper functioning of the Platform, the rights of TravelPerk, the users or any third party.

The Customer agrees to pay to TravelPerk, on the terms agreed within both parts in these Terms of Use, all trips booked by the user on behalf of the Customer, whether the booking has been done on TravelPerk's Platform or through the services of TravelPerk's Account Management team.

The Customer shall be responsible for safeguarding any passwords provided by TravelPerk in order to enter the Platform and guarantees that no unauthorized third parties shall gain access to them. The Customer declares that all information provided by them in order to enter the Platform, before and during use, is true, complete and accurate and warrants keeping this information updated.

The Customer agrees to not use this Platform for illegal or improper purposes. In particular, the Customer accepts that the services purchased through this Platform are for their own use or consumption, or for the use and consumption of their employees in whose name they are legally authorized to act. The Customer may not resell the services purchased through this Platform to third parties. TravelPerk reserves the



right to deny access to the Platform at any moment with no prior notice.

In accordance with the EU Directive on eCommerce and their local transpositions, as applicable, TravelPerk informs the Customer that the order confirmation email is the proof of its contractual relationship with TravelPerk. This document will be filed in TravelPerk records and may be accessed by the Customer at any moment, upon request.

06 Premium services

The Customer may contract TravelPerk Premium Service subscription by selecting such Premium service through TravelPerk's platform. The Premium service will have the cost indicated in the platform from time to time and shall include:

1. Checking availability and advise on optimal, cost-effective transport and accommodation worldwide;
2. Advice on fares, company incentive programs, and other benefits offered by service providers;
3. Issuance of airline tickets, train tickets, and other related travel tickets;
4. Reservation of hotel rooms, taking into consideration, where possible, special discounts with the Customer;
5. Reservation of rental cars, taking into consideration, where possible, special discounts/agreements with the Customer;
6. Creation use and maintenance of customer profiles; preparation of reports to be mutually defined by the parties; regular updates about new services and important changes;
7. Strategic Account Manager (SAM) who will be the Customer's point of escalation and will make sure to be available should the Customer need to make structural changes to the account;
8. Access to dedicated phone numbers that are prioritized and handled by TravelPerk's premium support team and access to a dedicated email address to request any changes or support;
9. Policies and approvals: customers will be allowed to (i) set approval flows requiring permission before booking and (ii) setup a policy to provide guidance for customer's employees around the amount allowed to be spent;



10. Concierge: ability to book extra items for the trips via TravelPerk's concierge box;
11. Group Bookings: service for bookings of more than 8 travelers. The cost of group bookings shall be agreed with TravelPerk separately on a case per case basis.

The following service level agreement will apply as to customer care service:

Email: 2 hours for response within 90% of requests.

Phone: 90% of calls are responded within 20 seconds.

Chat: 90% of chat messages are responded within 3 minutes.

Premium fees may increase considering the annual spending by the Customer and improvement of TravelPerk's product or platform. TravelPerk will previously inform customer on the changes of fees and Customer shall have the right to terminate the Premium service by giving at least 30 calendar days prior written notice to TravelPerk. The increased fees shall automatically apply after 30 calendar days.

Premium service shall continue for an undetermined period, until it is terminated by either party on giving at least 30 calendar days prior notice in writing to the other Party.

If, on top of Customer, other companies of Customer's group are using TravelPerk Premium service as a result of Customer subscription to Premium, the Customer acknowledges it is hiring Premium service on its behalf and on behalf of all the companies from Customer group which will make use of the Premium service as a result of the Customer's subscription. The Customer shall expressly indicate to TravelPerk the complete legal name and relevant information of such group companies.

The Customer confirms to be authorized to hire Premium service on behalf of such group companies and acknowledges and warrants that such group companies shall in all cases be subject to and shall respect this Terms of Use and TravelPerk privacy policy, as amended from time to time. Such group companies shall also be subject to any separated agreement or terms entered into or agreed by Customer and TravelPerk which regulate payment terms and/or invoicing of Premium Services.

The Customer guarantees jointly and severally, without limitation and unconditionally, on first demand by TravelPerk, each and every obligation assumed by any company of its group which make use of the Premium service as a result of the Customer subscription. Said guarantee shall remain in effect for the entire term of effectiveness of the Premium Services.

For the sake of clarity, this Premium section shall only apply to customers who have hired Premium service.



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Payment

All services and bookings made shall be paid by the Customer by credit card. TravelPerk may at its sole and exclusive discretion and subject to a prior evaluation grant direct bank debit (SEPA) to the account indicated by the Customer. Customer acknowledges that the bookings shall only be confirmed after the receipt by TravelPerk of the financial institution authorization to the related payment transaction.

Notwithstanding the above, TravelPerk may, at its sole and exclusive discretion and subject to a prior credit evaluation, grant to the Customer a flexible payment option for the services rendered through the Platform. Such being the case, the terms and conditions expressly agreed by and between TravelPerk and the Customer shall apply, together with these Terms of Use.

TravelPerk reserves the right to cancel the Customer order in the event that TravelPerk can reasonably believe it is fraudulent – i.e., the payment method is not legally valid, and/or the Customer is not the legal owner of such payment method, among others. Under these circumstances, TravelPerk will attempt to contact the Customer, using the email address provided during the booking process, or through the Customer's bank. If TravelPerk cannot contact the Customer or its bank, its order will be automatically cancelled for security reasons.

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Confidentiality

The Customer wishes to disclose certain information to TravelPerk (for the purposes of this confidentiality clause, the "Recipient") in the context of the services to be rendered by the Recipient under the Platform. The Customer considers the information it will disclose as confidential and therefore, in consideration of the Customer making available to the Recipient such information, the Recipient undertakes to the Customer in the terms set out below.

For the purposes of this confidentiality clause, the expression Confidential Information includes information made available by the Customer or Affiliates, either belonging to the Customer or Affiliates for the purpose of providing the services through the Platform, either in writing (including by fax and other forms of electronic transmission) or orally. Confidential Information includes but is not limited to information relating to company data, know how, trade secrets, and also any information or analyses derived from, containing or reflecting such information.



Confidential Information shall not include information which (i) is publicly available at the time of its disclosure; (ii) becomes publicly available (other than as a result of disclosure by the Recipient contrary to the terms of the present Clause); (iii) was lawfully in the possession of the Recipient free of any restriction as to its use or disclosure prior to its being so disclosed; or (iv) is required by law or regulator or by any court of competent jurisdiction to be disclosed.

For the purposes of this confidentiality clause, "Affiliates" in relation to the Customer, means Customer's top company and its subsidiary undertakings, if any, and any other undertaking whose results are included in the consolidated financial statements of the Customer from time to time.

The Recipient shall:

(i) Keep the Confidential Information disclosed by the Customer or Affiliates private and confidential and not disclose any of it to any person other than persons who need to know the same for the arrangement of the travel services to be provided through the Platform, including, but not limited to, airline, train and any other travel tickets, rental car reservations and the related car insurances, booking accommodation, seat reservations, and any other travel service requested by the Customer;

(ii) Ensure all persons to whom the Customer discloses the Confidential Information (in accordance with this Clause), are informed of the terms of this clause and that such persons are required, prior to disclosure: to observe the terms of this confidentiality clause or are bound by no less restrictive terms than those contained herein;

(iii) Use the Confidential Information for the sole purpose of providing the services agreed;

(iv) Keep the Confidential Information and any copies thereof secure and in such a way so as to prevent unauthorised access by any third-party and shall not make any copies of it or reproduce it in any form except for the purpose of supplying the same to those to whom disclosure is permitted in accordance with this confidentiality clause.

If, for any reason, the Customer requests the return of the Confidential Information, the Recipient agrees to return as soon as reasonably practicable such Confidential Information or confirm in writing that it has been destroyed. To the extent that such Confidential Information has been stored on the Recipients' archive or back up electronic systems, the Recipient shall not be required to delete the Confidential Information but shall make reasonable efforts to have the Confidential Information deleted from such systems.

The obligations of confidentiality set out in this clause shall continue to apply in relation to any Confidential Information retained.

Neither this confidentiality clause nor the disclosure of Confidential Information shall be deemed by implication or otherwise to vest in the Recipient any rights in any patents, trade secrets, know-how, or other property of the Customer.



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Intellectual and Industrial Property Rights

All intellectual and industrial property rights as well as all information contained on the Platform (such as texts, images, graphics, source code, drawings, designs, browsing structure, databases, trademarks, commercial brands and names, logos, distinct marks, domain names and social profiles, trade secrets and know-how, commercial names and brands, copyrights, rights similar or related to copyrights or sui generis rights on databases, patents, utility models, industrial models and any other content that may appear in it, regardless of whether they have been registered or not) is of the exclusive property or licensed to TravelPerk or other TravelPerk associated parties.

These Terms of Use do not assign any industrial or intellectual property right of any of the Platform contents and the reproduction, transformation, distribution, public communication, availability, reuse, forwarding or use of any nature, by any means or proceedings, is prohibited, except when it is permitted by law or expressly authorized in writing by TravelPerk and/or by the intellectual property rights' owner.

Users are only authorized to view and obtain a temporary private copy of the content of the Platform for their personal and private use in their computer systems (software and hardware). These copies should not be assigned to third parties. Notwithstanding the foregoing, users should not modify or reproduce, in whole or in part, this information without TravelPerk's express written consent, particularly:

1. Users are not allowed to use the information of the Platform for commercial or professional purposes, other than benefitting from the services rendered by TravelPerk.
2. Users are not allowed to remove, ignore, manipulate the copyright and other identifying data of TravelPerk or any other protection mechanism.
3. Users are not allowed to disassemble, decompile or reverse databases where information of the Platform is stored.

All the information of the Platform is protected under copyright. The unauthorized use of the information contained on the Platform, its resale, and any violation of TravelPerk's intellectual property rights will revert to the responsibilities according to the law.



Trademarks (distinctive signs and logos) displayed on the Platform are TravelPerk's exclusive property and are duly registered or in registration process. Names of other products, services, and companies that appear in the Platform may be trademarks or other distinctive signs registered by their own owners.

10 Links to third parties' sites

TravelPerk does not ensure or assume any responsibility arising from the damages suffered by the access to third parties' linked websites. TravelPerk will not be responsible for the results obtained through said linked websites or the consequences arising from the access thereof. Linked sites are provided by third parties, therefore TravelPerk does not control the legality of their content or the quality of the services offered therein.

11 Independence of the clauses

If any clause comprising these Terms of Use Conditions is deemed null and void, it shall not be considered effective. Such a declaration of invalidity shall have no bearing on the rest of the Terms, which will continue to be applicable to and binding on the Parties thereto.

12 Governing law and jurisdiction

The Platform is governed by Spanish law. Any dispute arising, or any claim related to the content and services of this Platform shall be resolved by the courts of Barcelona (Spain), and you expressly waive your own forum or any other that may apply to you.

