

# NEXTOUR END USER LICENSE AGREEMENT

Version 30 March 2020

Between **CONNECTOUR**, referred to in this agreement as “**The Licensor**”, and “**The Licensee**”.

Below are the terms and conditions for the use of the Nextour cloud-based software.

## Definitions

The following terms shall have the meanings stated next to them, unless the context otherwise requires or otherwise defined in this End User License Agreement (the “EULA”).

“**Company**” or “**Licensor**” – CONNECTOUR.

“**Content**” – any content uploaded to Nextour in any format or medium, including files/URLs, video clips, images and text, comments, any details of Contacts (as defined above). etc.

“**Client**” - any organization formed to act as an independent entity to carry on business or other activities, including without limitations: company, corporation, trust, partnership etc.

“**Nextour**” – the Destination Management Software

“**User**” – any visitor who subscribed to Nextour.

## 1. Use of Nextour

1. The use of Nextour is subject to the provisions of this EULA and constitutes a binding agreement between User and Connectour.
2. In order to enter into this EULA, User must be a person (acting on his behalf or on behalf of a Corporate Entity) at least 18 years of age and must be legally competent to enter an agreement. By using Nextour, any user younger than 18, or who does not have the competence to enter an agreement, confirms that he had received his legal guardian's approval to enter the EULA and to use Nextour. By using Nextour, any User acting on behalf of a Corporate Entity confirms his legal authority to enter the EULA to use Nextour on behalf of such Corporate Entity. Inasmuch as a User is under the age of 18 and/or has no competence or Corporate Entity authority to enter an agreement and had not received his legal guardian's approval – he/she may not use Nextour.

## 2. Users Only

The use of Nextour may be available for use to Users only. Non-Users may not use Nextour.

## 3. License

As long as a User complies with the terms of this EULA, Connectour grants to such said User a non-exclusive, non-transferable, limited and revocable license, subject to payment of a license fee, to use Nextour for the sole purpose of Nextour Intended Use (as set forth herein) (the " Nextour License"). In case of a Corporate Entity, the Nextour License shall apply only to employees of such organization.

## 4. Nextour Services

1. Subject to the terms of this EULA, Users may:
2. (1) load suppliers and services; (2) load customers; (3) load tour packages/modules; (4) create quotes and tour itineraries; (5) create and manage bookings/reservations; (6) use analytics related to suppliers, customers, performance and results.
3. Moreover, Nextour may allow third parties to offer the Users various Services (subject to User's consent). The User is advised that Services provided by a third party are under the sole responsibility of that third party, and Connectour shall not be liable in any way whatsoever for these Services.
4. Users shall use the Services offered by Nextour in good faith, according to law and subject to the terms of the EULA.

## 5. Price, Payment Method, Billing and Activation of the Service

1. The price of the service will be determined by the number of users, Client and will be specified in detail in the order” that Connectour will provide to the Client.
2. Nextour will be automatically activated after the Client completes the service activation form, which requires the express acceptance of this Contract.
3. Nextour will send an email to the address provided by the Client with the access data to Nextour including the URL and the Administrator's account. As of that moment, the Administrator is responsible for the management of the account as well as the creation and

maintenance of the remaining User accounts, without Connectour knowing the keys of the same.

4. The acceptance of the Order Form by the Client will determine the start date of the contracting period. From that moment Connectour will proceed to invoice and collect in advance the contracted service, by means of the form of payment specified in the Order Form.

## **6. Duration and validity**

The duration of the contract will be understood from the activation of Nextour until the end of the temporary period specified in the Order Form, although for billing purposes, the date of acceptance of the Order Form will be taken as the beginning. At the end of the contracting period, the Contract will be renewed tacitly and automatically for the same period, if there is no express waiver and in writing, with a minimum of seven days before the expiration date, by either of the two parties. In this case, the express waiver of this contract will apply from the first day after the expiration date of the contract.

7. **Without derogating from anything in this EULA and applicable law, the following actions** are forbidden with respect to Nextour: (i) attempt any kind of interference, harm, damage, overburden or disruption to Nextour and/or the server on which the software is stored or any other server, computer or database connected to Nextour; (ii) gain unauthorized access to Nextour; (iii) attack Nextour in any manner, including without limitations by a denial-of-service attack or a distributed denial-of-service attack; (iv) perform or attempt any reverse engineering activities of Nextour; (v) any activity that intends to record, learn or copy the activity of Nextour; (iv) perform any activity (including uploading any file, URL or code) intended to send malicious information of any kind from Nextour to Connectour, any user, any third party and/or any server; or (iv) any other misuse of Nextour services and/or manipulation and/or alteration and/or interference with Nextour's services, for any purpose.

## **8. Upload of Content**

1. Content to be uploaded to Nextour may require certain characteristics as a condition to its upload, as shall be described on Nextour (such as: file sizes, files format etc.). Please see relevant instructions on Nextour with respect to uploading Content..
2. By uploading Content to Nextour, the User declares that (i) the Content is compatible with the terms of this EULA and does not breach any laws or third party rights; (ii) s/he has full rights, authorizations and licenses required with respect to said content (including with regard to copyright).
3. Any Content uploaded by the User is at said User's sole responsibility, including any legal implications concerning the upload and publication, sharing, distribution, broadcasting, etc., of the Content.
4. Connectour shall not bear responsibility in connection with any content uploaded by the users, including any legal implications of such uploaded Content. Full responsibility lies with the User who uploaded said Content.
5. The User is allowed to remove only Content he had uploaded, at all times.
6. The User is required to notify Connectour immediately when he no longer holds all the rights and authorizations required to upload the Content to Nextour, and to remove such Content from Nextour immediately.
7. For the avoidance of doubt, the uploading of prohibited Content to Nextour may result in sanctions by Connectour or any other third party, including without limitations immediate terminating registration to Nextour, fines and/or recourse to legal action.

## **9. Nextour Intellectual Property**

1. All intellectual property rights relating to Nextour, including their name, trademarks (whether registered or not) and copyright, shall be exclusively owned by Connectour, including (and without derogating from the generality of the foregoing): their design (including user experience design), applications, and the software and computer code related thereto.
2. Without derogating from the generality of the foregoing, it is hereby clarified that no use, duplication, distribution, creation of derivative content, display, broadcast, performance in public and/or making available to the public of any intellectual property related to Nextour is allowed, without the prior written consent of Connectour.

It is hereby clarified, that Connectour shall use the Content uploaded by Users to Nextour only subject to Company's confidentiality obligations set forth in Section 14.5 below.

Without derogating from the above, to the extent that the Term has not been extended, Content uploaded to Nextour by Users may be deleted by Connectour at the end of the Term.

## **10. Obligations and responsibilities of CONNECTOUR**

1. When relating with the Client, Connectour shall act with due diligence in the use of its commercial activity, loyally and in good faith.
2. Inform the Client prior to the hiring and in a concrete, clear and precise manner of the specific characteristics of the services requested, such as the price of the same and the taxes that are applicable.
3. Offer all services at your fingertips, optimally, striving so that the service provided can be developed 24 hours a day, 7 days a week in the safest way possible.
4. Connectour will maintain a daily backup system for the content.
5. Connectour offers the Client a Client assistance service during Connectour working hours.
6. In case of termination of this agreement, Connectour can export the suppliers and services database from the Nextour SQL tables structure to Excel or csv or Json or xml or txt files. The client may request this up to a maximum of 1 (one) month after the termination date.

## **11. Obligations and responsibilities of the Client**

1. To have full capacity to represent, legal capacity and capacity to act in order to contract the Services.
2. Provide certain accurate and updated information at the time of contracting the Service.
3. To assume the payment of the services contracted according to the indicated in the present Conditions and in the hiring process.
4. In case of using Nextour name of a third party (Responsible), have authorization from said third party for it.
5. In case of storing and processing personal data of third parties in Nextour, inform the interested party in advance and, if necessary, obtain their consent. If the data correspond to people residing in countries of the European Union, the Client agrees to process said data in accordance with Regulation (EU) 2016/679 of April 27, 2016 (GDPR).
6. Ensure that all Users respect the compliance of the obligations and guarantees contained in this document, as well as the security and confidentiality of the access credentials to Nextour.
7. Appropriately use Nextour, within the limits and conditions indicated in this document, and in the current regulations.
8. Connectour reserves the right to suspend, in whole or in part, the fulfillment of the contract (not providing the service) in the event that it notices, detects and/or verifies in its maintenance tasks the undue use of Nextour. For this purpose, Connectour will temporarily suspend the service. The Client will be notified of this situation so that it proceeds to solve said alteration, and if once the service is restarted in such a circumstance in a continued manner or in bad faith, a service will be withdrawn without the right to refund any amount, for consider misuse of the service.

## **12. Personal data Client's responsibility**

1. The use of Nextour by the CLIENT may involve a processing of personal data, which are the responsibility of the Client and/or the Responsible, by Connectour and its usual service providers.
2. Consequently Nextour, for the purposes of Regulation (EU) 2016/679 of April 27, 2016 (GDPR), will perform the functions of Manager of the handling of said data, in accordance with the current Privacy Policy of Connectour and the following handling:
3. End of service: Technological provider of Nextour (hosting of the data)
4. Data retention criteria: They will be kept while during the validity of this contract between Connectour and the Client. Upon completion of the same, all the data provided by the client will be completely eliminated.
5. Data communication: No data will be communicated to third parties, except legal obligation.
6. Location of data: The data saved by the Client will be hosted on Connectour servers located in high availability data centers of the French company OVH ([www.ovh.com](http://www.ovh.com)) within the EU.
7. The handling of "Technological Provider of Nextour may imply that Connectour must at any time access the data for the proper development of the contract service. In that case Connectour:
  - Access data only, when it is essential for the proper development of the contracted service
  - It will process the data according to the instructions of the Client
  - It will not direct, apply or use the data for any purpose other than indicated in this contract or in any other way that supposes a breach of the instructions of the Client.

## **13. Adaptations or new versions of Nextour**

Connectour may make adaptations or new versions of Nextour, as well as discontinue any of its functionalities.

The Client accepts that Nextour makes such changes and that it informs him by means of warnings or alerts, visible to the Administrator or by sending emails. Under no circumstances may the Client claim

from Connectour any compensation for damages or losses that may arise from the application of these adaptations or new versions.

#### **14. Confidentiality**

1. Connectour undertakes to keep in confidence and not to disclose the Content uploaded to Nextour by Users ("Confidential Information") to any third party, including without limitations to other users, and not to use the Confidential Information (except for the Purpose set forth in Section 9.3).
2. Please note that the fact that a User is using Nextour shall not be confidential and Connectour may publish the fact that you are a Connectour client.
3. Notwithstanding, Confidential Information shall not include information or matter that (a) was in legitimate possession of Connectour prior to disclosure hereunder; (b) was independently developed by or for Connectour without reference to or use of the Confidential Information; (c) shall have appeared in any printed publication, registered patent or published patent application or is otherwise in the public domain except if in the public domain solely as a result of breach of this EULA by Connectour; (d) shall have been lawfully received by Connectour from another person or entity, who, to the reasonable knowledge of Connectour, has no confidentiality obligation to the respective User; (e) is approved in writing by the respective User for release by Connectour; or (f) is required or compelled by law to be disclosed, provided that Connectour gives a reasonable prior notice to the respective User to allow it to seek protective or other court orders (if possible) and in any case Connectour shall limit such disclosure to the minimum disclosure required for compliance with such legal requirement.
4. Publicity. Connectour may issue or release any announcement, statement, press release or other publicity or marketing materials stating that a User is a customer of Connectour and using Nextour, subject to Company's confidentiality obligations; and for that purpose use the User's trademarks, service marks, trade names, logos, symbols or brand names.

#### **15. Limitations and Disclaimers**

1. By entering and using Nextour, the User has agreed and approved that the use of Nextour is enabled to him on an 'As-Is' and 'As-Available' basis only, without any liability and obligation on behalf of Nextour and Connectour.
2. Connectour is using efforts to provide accurate analytics to its users, however analytics to be performed for the User may not be always fully accurate and correct. Analytics outcomes are provided 'AS-IS' without provision of a warranty of any kind, including without limitations any warranty for computability to any particular purpose or accuracy.
3. Nextour is intended to provide useful information, including analytics, however users should not rely on any material published on Nextour without verifying its correctness and legality by himself, and in any case, said material does not constitute advice and/or an opinion of any kind whatsoever by Connectour.
4. With respect to content uploaded by Connectour, Users may not create derivative content of any kind, modify (including without limitations removing any trademarks), publicly display or perform, unless explicitly authorized by Connectour.
5. In the case of Connectour providing some content in Nextour for the Client such as suppliers and services information (general information, descriptive, photos and any other content), Connectour shall not be responsible for any incorrect information and the Client acknowledges that this content has to be used as it is and/or alternatively the Client can amend this content as they wish.
6. Connectour, its shareholders, directors, employees and anyone else acting of its behalf shall not be responsible for and direct and/or indirect damage, whether pecuniary or not, or damage to any property related to Nextour and/or which derives from Nextour, nor for any direct and/or indirect damage concerned with faulty functioning of Nextour, including, and without derogating from the abovementioned: problems of availability of Nextour, , malfunctions in e-mails and/or messages sent by Nextour, etc. the user hereby waives any claim and/or demand against Connectour, as above said.
7. Without derogating from the provisions of any law, the user hereby undertakes to indemnify and compensate Connectour, its employees, directors and managers, shareholders or anyone else on its behalf, in any event in which the user should breach the terms of this eula, and/or should act in connection with Nextour, its services and/or its content in any manner contrary to the provisions of the law and/or this EULA.
8. Indemnification set forth above shall cover any expense, payment, loss, loss of profit or any other damage, direct or indirect, whether pecuniary or not, that will be suffered by Connectour, including to any of its employees, directors and managers, shareholders or anyone else on its behalf, including legal expenses and attorney's fees.

## 16. Contacting Connectour

Connectour provides support for all matters regarding Nextour through the "Contact us" page and through the following email: support@nextour.travel. Support is provided during Connectour's normal business hours.

## 17. Assignment of rights

Connectour is authorized to assign its own rights and obligations under this EULA to any third party, without notifying the Users and without receiving their approval.

## 18. Modifications and Termination of Service

1. This EULA and Nextour (including all aspects thereof, including and without derogating from the generality of the foregoing: its availability, its interface, and its scope) may be modified, replaced and adjusted, fully or in part, per Connectour's sole discretion.
2. The User hereby relinquishes any and all claim, argument and/or demand in relation to abovementioned modifications.
3. Connectour is authorized to cease operating Nextour, fully or in part, including provision of any and all the Services on Nextour, and to cancel the EULA, in full or in part, at any given time, without advance notice and/or obligation to motivate its decision.
4. Accordingly, User is advised to keep the EULA for future reference and comparison.

### Entire Agreement

This EULA supersedes all agreements previously made between the parties relating to its subject matter. There are no other understandings or agreements between them relating to such subject matter.

## 19. Non-Waiver

No delay or failure by Connectour to exercise any right under this EULA, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

## 20. Limitation

Any claim by the user for any reason or grounds against Connectour, is limited to one year as of the day on which the user will have become aware of it for the first time. After this one-year period, the User will be considered as having waived and relinquished all rights in connection with said claim. This paragraph does not derogate from the validity and generality of liability limitation and waiver of various rights included in this EULA.

Without derogating from the above, User's sole and exclusive remedy in the event of any breach of obligations under this EULA by Connectour shall be either a refund of the price paid by User to Connectour or repair or replacement of defective product/service, as shall be decided by Connectour on its sole discretion.

## 21. Exceptions for Free versions, Trial versions and Sandbox Environment

**1/ Free version and Trial version.** If You register for the free version of Nextour or if you are granted to use a trial version of Nextour for a determinate period, then, subject to these Terms, Connectour grants You a limited, personal, non-transferable, non-sub-licensable, internal license to use a reduced-feature version of the Service (the "Free Service"). You will not be entitled to receive any support from Connectour for Your use of the Free Service. Connectour may terminate Your use of the Free Service at any time in Connectour's sole discretion and may accept or decline any request to use the Free Service in Connectour's sole discretion. ANY DATA YOU ENTER INTO THE FREE SERVICE AND ANY CUSTOMIZATIONS YOU MAKE TO THE FREE SERVICE WILL BE PERMANENTLY LOST UNLESS YOU PURCHASE A PAID SUBSCRIPTION TO THE SERVICE. YOUR DATA CANNOT BE EXPORTED FROM THE FREE SERVICE. NOTWITHSTANDING ANY OTHER PROVISIONS IN THESE TERMS, ACCESS TO AND USE OF THE FREE SERVICE IS ON AN "AS-IS" BASIS WITHOUT ANY REPRESENTATIONS, WARRANTIES AND/OR CONDITIONS OF ANY KIND. Additional terms and conditions applicable to the Free Service may appear on the applicable registration page for the Free Service. Any such additional terms and conditions are incorporated into these Terms by reference.

**2/ Sandbox Environment.** As part of Your commercial subscription to the Service or Your subscription to the Free Service, You will be given access to the Sandbox Environment. The Service capabilities provided in the Sandbox Environment may be limited or restricted in Connectour's sole discretion. Except for pre-existing development and interoperability documentation that Connectour makes generally available to Service subscribers, Connectour does not provide any support for the use of the Sandbox Environment or any Service APIs as part of Connectour's standard commercial

subscriptions for the Service or as part of any subscription for the Free Service. You may purchase development-related support from Connectour as a Professional Service. NOTWITHSTANDING ANY OTHER PROVISIONS IN THESE TERMS, ACCESS TO THE SANDBOX ENVIRONMENT IS ON AN “AS-IS” BASIS WITHOUT ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND.

If you register for the Free service, all other points in this contract above will be deemed null and void.

## **22. Governing law and jurisdiction**

The law governing any and all disputes and/or interpretation concerning this EULA and Nextour is French law only, without giving effect to any principles of conflict of law.

The exclusive jurisdiction shall be granted to the authorized court of law in Paris, France, only.

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