

## **General information:**

Please note that TourGuide does not take any responsibility for the safety of their users while they are on their tours. This application is only a platform for connecting local people and tourists all around the world.

For any additional legal information, please refer to the Terms of Service. If you have any further questions, please feel free to contact us by email: [info@tour-guide.pro](mailto:info@tour-guide.pro)

## **EU General Data Protection Regulation (GDPR)**

### **MARKETING OPT OUT**

Tour Guide app is not using any kind of marketing activities which means that all communication (email, sms, push notifications) received is based on users actions. We are not transferring user emails to the third-party companies and services. All communication in this context is solely used for direct application usage purpose.

### **TRANSPARENCY AND ACCOUNTABILITY**

Tour Guide ensures that we are transparent with our customers and data subjects (people whose personal data we have) about how we process their personal information.

In this document, users can see what user information is processed and in which manner.

### **ACCESS, RECTIFICATION, RESTRICTING USE, DATA PORTABILITY**

We are holding personal information provided by users during account creation process. No further personal information is collected from other sources.

In case that users want to access and have their personal data, or to restrict the use of, or to receive a copy of, their personal data they should send us an email on [info@tour-guide.pro](mailto:info@tour-guide.pro). Also, users are able to permanently delete their accounts using the application.

For additional questions please contact [info@tour-guide.pro](mailto:info@tour-guide.pro).

### **RIGHT TO BE FORGOTTEN/REMOVING PERSONAL INFORMATION**

EU data subjects have the right to delete their personal data. Tour Guide app provides customer users with the ability to delete user information whenever they want to do so using simple main menu option.

For additional questions or to delete other types of personal data not detailed above please contact [info@tour-guide.pro](mailto:info@tour-guide.pro).

# Privacy Policy:

This Privacy Policy applies to all the Users of applications for mobile devices (the "Application") created by IC&D (International Consulting and Development limited) and related Services. The Privacy Policy is incorporated into, and is subject to the Terms. Privacy Policy and terms may be revised from time to time. At any time, the up to date version of the Terms can be found on the official Site and Application as well. By using the Application and related Services, you agree to the Privacy Policy and all revisions thereof. If you do not agree, do not use this Application or Services.

## Restrictions:

You must be 18 or over to enter and register as a User as well as to use this Application and related services. Children under eighteen years of age are prohibited from using our Application and related Services. We do not knowingly collect personally identifiable information from persons under 18. If we become aware that a person under 18 has provided us with personal information, we will permanently remove such information from our records.

## Information:

During the registration process and later on while using Application and related Services, you have to provide us with certain personally identifiable information including, but not limited to, your name, address, email address, phone number. Credit card and bank information are required only in case of payment and refund process, which is strictly done by the connected banks. You will also be requested to provide us with additional information, such as your interests, hobbies, occupation and similar answers. The Application may contain links to other sites. You shall be aware that we are not responsible for the privacy practices of such other sites. We encourage our Users to be aware when they leave our Application.

At any given time, you can ask us by email provided, to provide you with information about what specific information we currently have about you as well as to request from us to delete or change your information from our Application. We use the information collect in order to provide a safe, efficient, and specific experience to all of our Users.

We use these information internally so we can improve our marketing proposals, analyse usage and improve our Application. Please be noticed that we may also send you occasionally informational updates via email, provided telephone numbers or all other contact sources.

## Information disclosure:

We do not sell or rent any of your personal information to third parties for marketing purposes without your permission. However, we might provide collected information to our service providers

(e.g. credit card processing companies, billing services) as reasonably necessary or appropriate to provide the Services.

We do disclose information in the aggregate to advertisers and for other marketing and promotional purposes. However, in these situations, we do not disclose information in any form that could be used to identify you personally such as password of your account, credit card number and bank account number.

In response to compulsory (required) governmental and/or third party inquiries, we may disclose your personal information to comply with a court order, subpoena, and search warrant.

We expressly reserve the right to disclose your personal information when we have a good faith belief that disclosure is necessary to protect our rights, or to enforce our agreements, policies, and rules governing your use of the Site and Application, or to cooperate voluntarily with law enforcement inquiries.

If the ownership of all or substantially all of our business changes, we may transfer your information to the new owner so that the service can continue to operate. In such a case, your information would remain subject to the promises made in any pre-existing Privacy Policy.

## Security:

We are company which security takes extremely serious. In this manner we use reasonable security measures to help protect and prevent the loss, misuse, and alteration of the information under our control. As no communication over the Internet, or method of electronic storage, is completely secure, we cannot guarantee absolute security in regard to this topic.

# Terms and Conditions

International Consulting and Development d.o.o. is a limited liability company, incorporated under Montenegro law, company registration number 50742032, having its registered address at Pilota Milojevic i Cvetkovic a 16 81000 Podgorica, Montenegro, VAT number 03068242, provides an mobile application platform that connects locals who wish to share their knowledge and experience from specific travel point of interests with visitors (tourists) seeking to receive locals' services related to visiting such destinations.

Please read these Terms carefully as by using the mobile Application and related services, irrespective of whether you become a registered user of the Services or not, you accept these Terms completely. If you disagree with these Terms or any part of these Terms, you must not use the Application and/or related Services.

## Terms definitions:

International Consulting and Development Limited is not a tour operator nor it is a travel agent. International Consulting and Development Limited does not provide the Tour guidance or any other travel or similar services. Its role and responsibilities are strictly limited to (i) facilitating the connections between the locals and tourists in arranging for the interesting local tours and (ii) processing payment transactions between the locals and tourists. With reference to above, you understand and agree that International Consulting and Development Limited is not a party to any agreement between the locals "tour guides" and visitors "tourists" in relation to the TourGuide application.

## Intellectual Property:

All Intellectual Property to the Content (except for the User Content) featured or displayed in the Application, is the property of International Consulting and Development Limited and is protected by copyright laws, patent and trademark laws and other relevant legislation. You do not have rights to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Application and/or related Services. Subject to your compliance with these Terms, International Consulting and Development Limited grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to access and use the Application solely in connection with your use of the related Services, and access and use any content, information and related materials that may be made available through the Application and related Services.

## 3rd Party fees:

While using Application, additional costs might occur as our application uses constant internet connection while in use. Please be advised that International Consulting and Development Limited will not take any responsibilities in meaning of these costs which may arise.

## User accounts:

In order to use our Application and related Services, every User must create TourGuide account. You are responsible for any actions that take place while using your Application account. Keep your username and password secure and do not allow anyone else to use them to access the Application and related Services. You accept to keep your Registration Data accurate and current and thus update your Registration Data when relevant.

International Consulting and Development Limited is not responsible for any loss that results from unauthorized use of your username and password, with or without your knowledge.

## User Restrictions:

The Application and related Services are intended solely for persons who are 18 or older. Any access to or use of the Application or related Services by anyone under 18 is expressly prohibited. By accessing or using the Application or related Services you represent and warrant that you are 18 or older.

## Requirements for the local Tour Guides, Tourists and Tours:

If you are User, you understand and agree that a Tour Guide user is not an individual involved in professional travel activities. A Tour Guide user is not always a licensed and/or qualified tour guide. He or she is a person, who resides and has knowledge of certain area and wishes to share it with the Tourists so that they become acquainted with the area from the perspective of a Local population.

As a Tour Guide, you may create Profile where you can define a range of original local points, tours as well as personal information you wish to share with Tourists about you and your area. The Profile will be made publicly available via the Application, and Tourists will be able to book a tour via Application based on the information provided in your user profile. Visitors will also be able to provide feedback on your tours and rate you as a local guide. We will monitor all majority of feedbacks provided by Tourists prior to publishing any reviews on your Profile, however we cannot be held liable for any derogatory or negative feedback received from Visitors. In cases

that you use current location feature, your exact GPS location can be presented in the application map so Tourists can easily find nearest tour guides.

If you are local Tour Guide user, you represent and warrant that your Profile and tours will not breach any agreements you have entered into with any third parties, as well as will be in compliance with all applicable laws, tax requirements, and rules and regulations that may apply, and will not conflict with the rights of third parties.

Please note that any offered tour by a Tour Guide user must comply with the following requirements: (i) the Tour has to be delivered personally by the Local who confirmed the booking, (ii) the Tourist may not be joined to the Tour booked by or delivered to other Tourists, (iii) the number of the tours that the Tour Guide may deliver per day can be limited. In case that service is not provided in positive manner, it might involve arbitrage process on our side and it can influence the amount of many users receive.

## User Content:

You are solely responsible for all User Content that you upload, post, publish or display or email or otherwise use.

All User Content submitted by you on the Site or Application or via the Services will be considered non-confidential and non-exclusive. You grant to International Consulting and Development Limited a non-exclusive, irrevocable, worldwide, transferable, royalty-free, perpetual right to use your User Content in any manner or media now or later developed, with the right to sublicense, to use, copy, modify, create derivative works of, distribute, publicly display, publicly perform, and otherwise exploit in any manner in all formats and distribution channels. We reserve the right to monitor all User Content uploaded to the Site or Application at any time. We may decide, without notice to you, to remove, edit or delete any User Content where we consider at our sole discretion that such User Content is either bogus or in breach of these Terms. If International Consulting and Development Limited chooses to monitor any User Content, it assumes no responsibility for, or any obligation to monitor or remove, such User Content.

## Pricing, Payment model and Fees

Application download is free of charge for all platforms. For the initial promotional period application services provided are free of any charge. In case we introduce new payment platform and methods, terms and conditions will be updated accordingly.

## Modification of the application and related services

International Consulting and Development Limited reserves the right to modify or discontinue, temporarily or permanently, the Services or any part thereof with or without notice. You agree that International Consulting and Development Limited will not be liable to you or to any third party for any modification, suspension or discontinuance of the Services.

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We do not accept any liability for any delays, failures, errors or omissions or loss of transmitted information, viruses or other contamination or destructive properties transmitted to you or your computer system via the Applications.

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