

## **GoMuseum User Terms and Conditions**

### **Revised October 30, 2020**

This agreement sets forth the terms and conditions (the ‘**Terms and Conditions**’) between GoMuseum ApS (‘**GoMuseum**’) and users who use our Platform to purchase guided tours (‘**Users**’ or ‘**You**’) from individuals who provide guide services (“**Guides**”).

This platform (the "**Platform**") is owned by GoMuseum Aps, CVR. 41186208, headquartered at Frederiksholms Kanal 28C, stuen, 1220 København K, Denmark. Email: support@gomuseum.com, phone: +4532959696. ("**GoMuseum**"). The GoMuseum Privacy and Cookies Policies is located on the Gomuseum website: www.gomuseum.com.

The Platform includes, without limitation, a website and multiple mobile applications including the GoMuseum App and the GoMuseum Guide App, IOS and Android, and any other future websites and/or mobile applications relating hereto.

### **1.General**

You must read this agreement before using the Platform and booking a guided tour (‘**Tour**’). Use of the Platform constitutes an agreement to all Terms and Conditions in this agreement and you warrant that you understand, agree to and accept all Terms and Conditions contained here.

You understand that the Guides presented on the Platform are independent contractors and that the Guides are not employees or agents of GoMuseum. You hereby understand and expressly agree that GoMuseum does not control the quality, timing, legality or any other aspect whatsoever of the services actually delivered by the Guides, nor of the integrity, responsibility or any of the actions whatsoever of the guides.

GoMuseum uses its best efforts to monitor GoMuseum Guide profiles, service offerings, actions and comments, and suspend privileges to any Guide not adhering to policies of GoMuseum. By using this Platform, you agree to report any alleged improprieties of any Guides to GoMuseum immediately.

### **2.Transactions**

You may book the services of a Guide (a ‘**Tour**’) through the Platform. Once a Guide has accepted Your request for a Tour and Your payment has been processed, there is a binding contract between You and the Guide. Once You have purchased a Tour, if there are any issues relating to the service that cannot be resolved directly with the Guide, You should contact GoMuseum via email: [support@gomuseum.com](mailto:support@gomuseum.com) or by phone: +45 32959696 and GoMuseum will attempt to resolve the issue.

GoMuseum is the Merchant of Record and uses a third party service to process Your credit card information for all transactions made through GoMuseum. We do not store your credit card information on GoMuseum's web servers or in paper files. You hereby agree to hold GoMuseum harmless for any damages that may result should any personal information about You be released by any third parties. For further information regarding that service, please contact GoMuseum's payment card processing company, Nets.

### 3. Your registration on the Platform

In order to book a Guide via the Platform, the You shall register in the Platform as follows:

3.1. In order to be able to register in the Platform, You must be at least 18 (eighteen) years old.

3.2. You shall register in the Platform by signing-up and entering your personal data, which shall include, without limitation, Your email, name, age, phone number, and preferred language (the "**Guest Account**"). The collection and usage of Your personal data and information are subject to the GoMuseum Privacy and Cookies Policies.

You are responsible for providing accurate, timely and complete information in connection with Your registration for and use of the Platform. GoMuseum is not responsible for any claims relating to any inaccurate, untimely or incomplete information provided to us by You.

3.3. After creating the Guest Account, You shall be fully responsible for maintaining the username and the password of the Your choice. Accordingly, any activities performed by using such username and password shall be Your responsibility.

3.4. In the event that Your Guest Account has been used illegally by any third party, You shall promptly notify GoMuseum in writing. In such event, GoMuseum shall not be liable for any action made by such third party affecting Your Guest Account. If GoMuseum determines, at its sole discretion, that Your Guest Account has not been tampered through action, negligence, or complacency on Your part; GoMuseum will support You to restore Your Guest Account and reset its password.

### 4. Price and Payment Method

4.1. Unless otherwise agreed in writing between You and GoMuseum, all prices of Guide Service quoted on the Platform include all applicable taxes. The prices are variable depending on the Tour, country, Guide, among others, and are not subject to any modification/discount unless approved in writing by GoMuseum.

4.2. Until a booked Tour has been confirmed, GoMuseum has the right, at its sole discretion and at any time, to modify the prices of any and all Tours without any prior notice. The final price of the Tour is shown in Your receipt; there are no additional fees beyond the stated price.

4.3. The required price shall be paid as follows:

- a) Upon confirmation of booking a guided Tour on the Platform, the required price (the '**Full Amount**') shall be deducted from Your credit or debit card (Visa card or Mastercard).
- b) The Full Amount shall be paid exclusively through the Platform by Your valid credit or debit card in the currency stated on the Platform. Your card information is handled by

Nets. Accordingly, GoMuseum does not have access to Your card information and shall not be liable for any misuse of the card information.

## **5. Rescheduling, Cancellation and Refunds**

5.1. You shall have the right to reschedule the booked Tour at least 24 (twenty-four) hours before the start of the booked Tour, via e-mail: [support@gomuseum.com](mailto:support@gomuseum.com) or by phone: +4532959696. In order to be accepted the rescheduling of the Tour shall be confirmed in writing by GoMuseum. Make sure You receive such confirmation, since GoMuseum shall not be responsible for the occurrence of such new booking solely scheduled by the Guest.

5.2. In the event that You cancel the Tour, the following conditions shall apply:

- a) If cancellation is 24 (twenty-four) hours or more before the booked Tour, GoMuseum will fully refund the Full Amount to You within 7 (seven) business days from cancellation.
- b) If cancellation is less than 24 (twenty-four) hours from the booked Tour or You do not show for the booked Tour, GoMuseum will not refund any part of or the Full Amount to You.

5.3. In the event that the Guide cancels at any time the booked Tour and GoMuseum fails to replace the Guide before the scheduled Tour starts, then GoMuseum shall refund the Full Amount to You within 7 (seven) business days from the occurrence of such event.

5.4. In the event that the Guide does not show for the booked Tour, then GoMuseum shall refund the Full Amount to You within 7 (seven) business days from the occurrence of such event.

5.5. Once You have purchased a guided Tour, if there are any issues relating to that service that cannot be resolved directly with the Guide, You should contact GoMuseum via e-mail: [support@gomuseum.com](mailto:support@gomuseum.com), and GoMuseum will attempt to resolve the issue.

## **6. Insurance**

The Guides are covered by a business liability insurance, which subject to certain limitations covers the Guide's third party liability for personal injury and/or damaged property incurred while acting as a Guide on assignments booked through the GoMuseum Platform. The insurance policy is taken out from Topdanmark and covers all countries, exception being the US and Canada.

## **7. Feedback**

7.1. You may contribute to GoMuseum's Platform and/or social media pages (i.e. Facebook and Instagram pages, among other) by various ways including writing and posting reviews, comments and/or suggestions, uploading and posting videos and/or photos; rating Guides; among other similar contributions ('**Feedback**'). GoMuseum reserves the right to remove any and all of such Feedback postings in its sole discretion at any time.

GoMuseum will treat such Feedback as non-confidential and shall consider it as GoMuseum's property. Accordingly, You, while submitting any Feedback to GoMuseum, grants GoMuseum a worldwide, permanent, irrevocable, royalty-free license to use, copy, reproduce, amend, modify, display, distribute, adapt, create derivative works of, and otherwise exploit in any manner it deems appropriate, such Feedback.

7.2. Both You and the Guide, shall have the right to rate, in a scale of 0 to 5 (5 being the highest rate), the other User. To ensure a certain level of quality GoMuseum, at its sole discretion, will have the right to remove any profile and cancel the Account without the need of any prior notice, if the ratings fall too low.

7.3. If You have any complaint about the GoMuseum Platform and/or the Guide service, You must promptly notify GoMuseum via email: [support@gomuseum.com](mailto:support@gomuseum.com).

## **8. Modifications**

GoMuseum reserves the right to make changes to these Terms and Conditions from time to time. GoMuseum shall provide notice to You of any substantive and/or material changes.

## **9. Term of Agreement**

This Agreement will become effective immediately upon your use of the Platform and shall remain effective unless terminated by either party as provided here. Either party may terminate this Agreement. GoMuseum may terminate this Agreement immediately for any breach by You of this Agreement or any applicable policy of GoMuseum as posted on the Platform from time to time.

## **10. Intellectual Property Rights**

All text, graphics, editorial content, data, formatting, graphs, designs, HTML, look and feel, photographs, music, sounds, images, software, videos, designs, typefaces and other content (collectively "**Proprietary Material**") that You see or read on the Platform is owned by GoMuseum, or is used with the owner's permission. This Proprietary Material is protected in all forms, media and technologies. You may not copy, download, use redesign, reconfigure, or retransmit anything from the Platform without the prior written permission of GoMuseum.

## **11. Notice of Logo Rights**

The GoMuseum logo is owned by GoMuseum. Any other trademarks, service marks, logos and/or trade names appearing on the Platform are the property of their respective owners. You may not copy or use any of these marks, logos or trade names without the prior written permission of GoMuseum or the applicable owner.

## **12. Disclaimer of Warranties**

You understand and agree that the use of the Platform is at Your sole risk. GoMuseum does not warrant that the Platform will be uninterrupted or error-free; nor does GoMuseum make any

warranty as to the results that may be obtained from the use of the Platform, or as to the accuracy, reliability or content of any information or service provided through the Platform.

### **13. Limitation of Liabilities**

Under no circumstances will GoMuseum or its directors, managers, employees, agents and/or representatives be liable to You for any direct or indirect, incidental, consequential, special or exemplary damages, losses, claims arising from any provision of this Agreement or from the provision of guided Tours purchased through the GoMuseum Platform. Furthermore, the TOTAL liability of GoMuseum arising with respect to this Agreement and the Platform shall in no event exceed the Full Amount paid by You through GoMuseum under this Agreement.

### **14. Severability**

If any provision in the Terms and Conditions is declared illegal, invalid or unenforceable under the laws of any jurisdiction, such provision shall be ineffective in such jurisdiction without affecting the legality, validity or enforceability of the remaining provisions of the Terms and Conditions in all jurisdictions or such provision in other jurisdictions.

### **15. Entire Agreement**

The Terms and Conditions, together with the Privacy and Cookies Policies, constitutes the entire agreement concluded between You and GoMuseum.

### **16. Applicable Law and Competent Jurisdiction**

The Terms and Conditions and any matters relating or arising in connection thereto shall be subject to the applicable laws of Denmark and the jurisdiction of the Danish court system, without regard to any conflict of laws rules.