



## Terms of Use

*These terms of Use ("**Terms**"), together with any and all other documents referred to herein, govern the relationship between you and Wonde Limited, trading as HolidayActivities ("**we**", "**us**", "**our**" or "**HolidayActivities**"), under which our event booking and management platform services ("**Services**") are provided by us through (i) our website and platform <https://holidayactivities.com> ("**Website**"); and (ii) within any app provided by us, collectively known as the HolidayActivities platform ("**HolidayActivities Platform**").*

*The Services are operated by Wonde Limited which has several trading names including HolidayActivities, which is a company registered in England and Wales under company number 14160647. Please send all correspondence to Wonde, Furlong House, 2 King's Court, Newmarket, Suffolk CB8 7SG.*

***Please read these Terms carefully.***

***By accessing and using the HolidayActivities Platform together with any content, you confirm you understand and accept these Terms. We will also require you to read and accept our [Privacy Notice](#) and any applicable terms and conditions which relate to the Services provided by us through the use of the HolidayActivities Platform, if you are an authorised user.***

***If you do not accept these Terms, please do not visit our Website, access the HolidayActivities Platform and/or use our Services.***

***If you are below sixteen (16) years of age, please obtain the permission of your parent or legal guardian before using our Website or HolidayActivities Platform.***

## **1. SUPPORT**

- 1.1 For details of any support or assistance in relation to the use of HolidayActivities, please contact us at [hello@holidayactivities.com](mailto:hello@holidayactivities.com).

## **2. CHANGES TO THESE TERMS**

- 2.1 We amend these Terms from time to time. Every time you wish to use the HolidayActivities Platform, please check these Terms and any additional terms linked to it to ensure you understand the terms that apply at that time.
- 2.2 Your continued use of the HolidayActivities Platform shall be deemed to constitute your acceptance and acknowledgement of any such changes.

## **3. ACCESSING HOLIDAY ACTIVITY VOUCHERS**

- 3.1 Subject to your compliance with these Terms and applicable purchase terms and/or your payment (or a third party's payment) of any applicable fees, HolidayActivities grants you a limited, non-exclusive, non-transferable, non-sublicensable licence to access and make use of the Holiday Activities Platform. Access to the

HolidayActivities Platform is permitted on a temporary basis, and we reserve the right to withdraw or amend the Services we provide in our HolidayActivities Platform without notice (see below). We will not be liable if for any reason HolidayActivities Platform is unavailable at any time or for any period.

- 3.2 We do restrict access to some parts of our Website, to users who have registered with us as opposed to general visitors.
- 3.3 If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these Terms.
- 3.4 You are responsible for making all arrangements necessary for you to have access to the HolidayActivities Platform. You are also responsible for ensuring that all persons who access the HolidayActivities Platform through your internet connection are aware of these Terms and that they comply with them at all material times.

#### **4. TERMINATION**

- 4.1 We can terminate your use of the HolidayActivities Platform at any time and without notice, if we deem that you have breached these Terms or uploaded any material to any part of the HolidayActivities Platform, that is false or misleading, or against the law or any

applicable regulations, or for any other reason it determines is appropriate.

## **5. LIMITATION OF LIABILITY**

5.1. We exclude all implied conditions, warranties, representations or other terms that may apply to the HolidayActivities Platform or any content on it.

5.2. We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, the HolidayActivities Platform or Website; or
- use of or reliance on any content displayed on the HolidayActivities Platform. or Website

5.3. In particular, we will not be liable for:

- loss of profits, sales, business, or revenue;
- loss of expenses;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

## **6. INTELLECTUAL PROPERTY RIGHTS**

- 6.1 We own all rights, title and interest in and to all of its intellectual property in the HolidayActivities Platform. You acknowledge and agree that we own all intellectual property rights in its HolidayActivities Platform and shall not do anything to breach these Terms.
- 6.2 Expressly as stated herein, these Terms do not grant you any rights to, or in, or any other rights or licences in respect of our Services. We are the owner or the licensee of all intellectual property rights in and to the HolidayActivities Platform, and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the HolidayActivities Platform (collectively, the **"Content"**) and in and to the material published on it and the trademarks, service marks, and logos contained therein (the **"Marks"**) are owned or controlled by us. All of these works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 6.3 If you print off, copy or download any part of the Website in breach of these Terms, your right to use the HolidayActivities Platform will cease immediately and you must, at our option, return or destroy any copies.
- 6.4 For the avoidance of doubt, you may not sell any of the information set out on the HolidayActivities Platform.

## **7. PROHIBITED ACTIVITIES**

- 7.1 You may use the HolidayActivities Platform and only for lawful purposes. You may not use the HolidayActivities Platform:-

- In any way that breaches any applicable local, national or international law or regulation;
- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- For the purpose of harming or attempting to harm minors in any way;
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (including spam); or
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware;
- Systematically retrieve data or other content from the HolidayActivities Platform to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us;
- Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords;
- Circumvent, disable, or otherwise interfere with security-related features of the HolidayActivities Platform, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the HolidayActivities Platform and/or the Content contained therein;
- Disparage, tarnish, or otherwise harm, in our opinion, us and/or the HolidayActivities Platform;

- Use any information obtained from the HolidayActivities Platform in order to harass, abuse, or harm another person.
- Make improper use of our support services or submit false reports of abuse or misconduct.
- Use the HolidayActivities Platform in a manner inconsistent with any applicable laws or regulations.
- Use the HolidayActivities Platform to advertise or offer to sell goods and services.
- Engage in unauthorised framing of or linking to the Website.
- Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.

## 7.2 You also agree:

- Not to reproduce, duplicate, copy or re-sell any part of the HolidayActivities Platform;
- Not to access without authority, interfere with, damage or disrupt:
  - any part of the HolidayActivities Platform;
  - any equipment or network on which our Websites are stored;
  - any software used in the provision of the HolidayActivities Platform; or
  - any equipment or network or software owned or used by any third party.

## 7.3 Any misuse of the HolidayActivities Platform in violation of the above terms is a clear breach of these Terms and may result in, among

other things, termination or suspension of your rights to use the HolidayActivities Platform.

## **8. EVENTS OUTSIDE OF OUR CONTROL**

- 8.1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by any act or event beyond our reasonable control.
- 8.2. For the avoidance of doubt, we shall not be liable to you or any other person (including any intended beneficiary) as a result of any act, omission, failure, fraud, delay, negligence, insolvency or default of any bank, financial institution, clearing or payments system, or regulatory, governmental or supra-national body or authority.

## **9. DISCLAIMERS**

- 9.1 We make no warranty or representation that the HolidayActivities Platform will meet your requirements or that it will be compatible with any systems.
- 9.2 Our Services are provided on an "as is" basis and we make no guarantees as to the results of our Services.



- 9.3 We reserve the right to alter, suspend or discontinue any part (or the whole of) the HolidayActivities Platform including, but not limited to, the Services available. These Terms shall continue to apply to any modified version of the HolidayActivities Platform unless it is expressly stated otherwise.

## **10. DATA PROTECTION**

- 10.1 To enable us to fulfil the Services under these Terms, it may be necessary for us to collect personal data from you to enable us to provide our Services to you and further details of our policies and procedures on data protection and the use of the HolidayActivities Platform generally are set out in our [Privacy Notice](#).
- 10.2 Each party agrees to act in accordance with the Data Protection Legislation at all times.
- 10.3 If you supply personal data to us through the HolidayActivities Platform, then you consent to us maintaining, recording and using the personal data in accordance with our [Privacy Policy](#).
- 10.3 Please be advised the HolidayActivities Platform is hosted in the United Kingdom and/or EU from time to time. If you access the HolidayActivities Platform from any other region of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in United Kingdom and/or EU and, then through your continued use of the HolidayActivities Platform, you are transferring your data to the United Kingdom and/or

EU (whichever applicable at that time), and you agree to have your data transferred to and processed in either the United Kingdom and/or EU (where applicable).

## **11. VIRUSES, HACKING & OTHER OFFENCES**

- 11.1 You must not misuse the HolidayActivities Platform by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the HolidayActivities Platform, the server on which our Website is stored or any server, computer or database connected to the HolidayActivities Platform. You must not attack the HolidayActivities Platform via a denial-of-service attack or a distributed denial-of-service attack.
- 11.2 By breaching clause 11.1, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the HolidayActivities Platform will cease immediately.
- 11.3 We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the HolidayActivities Platform or to your downloading of any material posted on them, or on any website linked to them.

## 12. GENERAL

- 12.1. *Assignment and transfer.* We may freely assign or transfer our rights and obligations under these Terms.
- 12.2. *Severance.* Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- 12.3. *Third party rights.* These Terms are between you and us. No other person has any rights to enforce any of its terms.
- 12.4. *Governing law and jurisdiction.* These Terms are governed by English law and each party irrevocably agrees to submit all disputes arising out of or in connection with these Terms to the exclusive jurisdiction of the English courts.

## 13. CONTACT US

In the event of any comments or questions in relation to the Terms please contact [legal@wonde.com](mailto:legal@wonde.com).