

Worldee Terms & Conditions for Itinerary Creators

These Terms & Conditions for Itinerary Creators (the "**Terms**") form part of the Agreement between you as an Itinerary creator and Us, **Worldee s.r.o.**, ID: 08351864, a company with registered office at Pobřežní 667/78, Karlín, 186 00 Prague 8, Czech Republic, registered in the Commercial Register maintained by the Municipal Court in Prague under file number C 420162 ("**We**").

Our contact e-mail address is: info@worldee.com

Where We use capitalized pronouns, e.g. We, Us, we mean the company Worldee s.r.o. Lowercase pronouns, e.g. we, us, refer to both sides at once. Pronoun "you" means you as an Itinerary creator.

1. INTRODUCTION AND SOME DEFINITIONS

- 1.1. We are already well acquainted. The mission of Our company is to provide and mediate travel services. To achieve this, We operate an app called Worldee, available on the website <https://www.worldee.com> and on distribution platforms such as GooglePlay and AppStore ("**App**").
- 1.2. Through the App, you create itineraries, which are descriptions and plans of trips, including but not limited to routes, destinations, activities, and recommendations of your trips ("**Itinerary**"). Your itineraries are so great that, once verified by Us, they can be used as a basis for organizing a trip ("**Trip**"). Since you believe users of the App might be interested in purchasing a Trip based on your Itinerary, and you also want Us to organize and sell the Trip through the App, these Terms establish the framework for our cooperation.
- 1.3. By clicking the appropriate consent box in the App, you agree to these Terms and enter into the Agreement ("**Agreement**") for commission on the sale of Trips based on your Itineraries.

2. ORGANIZING THE TRIP

- 2.1. Once your Itinerary is verified by Us (further details of the process can be found in the App's Terms of Use), you can request Us to organize the Trip based on your Itinerary by sending an email to Our contact address provided in the introduction of these Terms, or through the relevant function in the "Admin" section of your user account in the App ("**Administration**").
- 2.2. If We organize the Trip, it will be in Our name and at Our responsibility. Therefore, We need to be sure that We can rely on your information and materials. By requesting Us to organize a Trip based on your Itinerary, you declare that:
 - a) all parts of your Itinerary and other materials you provide to Us for organizing the Trip, including texts, images, videos, and other elements, are entirely legal, and their publication in the App or use as a basis for organizing, promoting, or selling the Trip does not violate any third-party rights, especially copyright or intellectual property rights,
 - b) you have not intentionally provided false, inaccurate, incomplete, or misleading information in your Itinerary,
 - c) you have informed Us of any facts you know that may be important for organizing the Trip, and
 - d) the sale of Trips based on your Itinerary does not violate any laws or third-party rights.
- 2.3. We need to be sure that you provide all information in a timely manner. Therefore, you must cooperate fully and promptly whenever requested. Specifically, you must:
 - a) provide answers to Our inquiries within 3 days of Our request, gather the required information for organizing the Trip (e.g., available dates, expected costs of travel services, information on their scope, etc.), and provide contacts and other materials (e.g., texts, photos, videos, etc.), and

- b) inform Us within 3 days of discovering any changes to the data in the Itinerary or data necessary for the proper organization of the Trip.
- 2.4. We will sign a contract with the interested buyers (hereinafter referred to as "**Trip Contract**"). We will set the terms of the Trip Contract at Our discretion. You will leave all conditions of the Trip, including the organization, pricing, minimum number of participants, and other conditions, entirely to Us.
- 2.5. It may happen that We need to change or even cancel an already organized Trip for any reason. While We cannot list all possible situations, We do not take this decision lightly. Some reasons for cancellation might include situations like road closures in the destination country. You must accept such a decision.
- 2.6. If someone orders a Trip based on your verified Itinerary, you will be informed in the Administration. We may also inform you by email at the address you provided when creating your account in the App.
- 3. CONDITIONS FOR EARNING COMMISSION**
- 3.1. If everything goes well, We will pay you a commission from the sale of the Trip ("**Commission**"). To avoid disputes, We have outlined the conditions for earning the Commission below.
- 3.2. Your right to Commission arises only after all the basic and special conditions listed below are met, and only for Trips that take place during the term of this Agreement. The basic conditions (Section 3.3) concern the success of the Trip itself. If the basic conditions are not met, you will not receive a Commission for the sale of the Trip to any customer who purchases it. The special conditions (Section 3.4) concern the sale of the Trip to a specific customer and are evaluated individually for each customer. Therefore, if the special conditions are not met for one customer, it does not exclude your entitlement to the Commission for the sale of the same Trip to another customer.
- 3.3. Basic Conditions:
 - a) the Trip takes place during the term of this Agreement. For the purposes of these Terms, a Trip is considered to have taken place if at least one customer purchases and pays for it, We provide all travel services forming the Trip, and the last day of the Trip passes during the term of this Agreement. A Trip is not considered to have taken place, for example, if it is canceled with no replacement or if no customer participates.
 - b) it is a Trip organized based on an agreement with you and using your verified Itinerary. If We agree to organize the Trip based on your verified Itinerary, We will indicate this in the Administration. If We do not indicate the specific Trip in the Administration, it is not a Trip organized based on Our agreement with you.
 - c) your Itinerary and other materials provided for organizing the Trip do not violate third-party rights. This condition will not be met, for example, if your statement under Section 2.2 (a) is found to be untrue.
- 3.4. Special Conditions:
 - a) the customer pays the full sale price of the Trip,
 - b) We will not refund any part of the price paid by the customer, either fully or partially (e.g., in the form of a discount based on a customer's complaint that We recognize as justified). We will inform you of such cases and allow you to respond to the refund request,
 - c) you did not provide Travel Buddy services during the Trip. If you did provide Travel Buddy services, you are entitled to compensation under a separate Travel Buddy Agreement. The simultaneous receipt of Travel Buddy compensation and commission under these Terms is excluded.

- 3.5. The commission is 3 % of the sale price of the Trip excluding VAT, provided that the above conditions are met and unless otherwise agreed.
- 3.6. If We offer a discount on the regular sale price of the Trip to the customer, the commission will be calculated based on the sale price after the discount. This does not apply in the case of Section 3.4 (b), where no commission will be owed.
- 3.7. If We inform you by e-mail that you may join the referral program under these Terms, by accepting them, in addition to the Commission you earn from the sale of Trips based on your own Itineraries, you can also earn a referral commission of 1 % of the sale price (excluding VAT) ("**Referral Commission**") from Trips sold based on the verified Itineraries of other itinerary creators that you have successfully referred to Us ("**Referred Creators**").
- 3.8. The Referral Commission is analogically earned under the basic and special conditions stated in Sections 3.3 and 3.4.
- 3.9. To invite and evidence your Referred Creators, you will receive personalized invite code through your e-mail. To become your Referred Creator, the potential itinerary creator must visit Our registration landing page and during the sign-up process must enter your personalized invite code. Failing to do so will not include such potential itinerary creator as your Referred Creator.
- 3.10. Once the potential itinerary creator uses the invite code and completes its registration, the system automatically marks him or her as your Referred Creator.
- 3.11. In the Administration you can see all your Referred Creators, number of Itineraries submitted by them (inc. their current status, e.g. submitted/verified).

4. COMMISSION SETTLEMENT

- 4.1. The total commission earned will be displayed and calculated in your Administration within the App together with a break down into:
 - a) Commission (3 % from Itinerary sales)
 - b) Referral Commission (1 % from the Referred Creators' Itinerary sales).
- 4.2. Within 30 days from the date the qualifying Trip takes place, We will proceed with the commission settlement. The settlement will consist of notifying you, via the Administration or an email sent to your address, if you are entitled to receive the commission. Any objections to the settlement must be sent to Us within 15 days from the expiry of the settlement period.
- 4.3. Once your total commission reaches at least €100 or CZK 2 500, you can request a payout by clicking the appropriate button in the Administration. We will then transfer the commission to your provided account within 10 days of your request. If you wish to withdraw your commission but you haven't reached the minimal threshold yet, you can contact Us directly, and We may mutually agree to pay out a smaller amount. This does not apply if We ask you to issue an invoice according to the following paragraph, in which case We will pay the commission according to the invoice's due date.
- 4.4. Now a bit of legalese (because of taxes):
 - a) The commission already includes all costs that may arise for you. The costs for Our customers, of course, are borne by Us.
 - b) If the commission payment is subject to any tax or other public fee (e.g., you are VAT registered, the commission is subject to income tax withholding, customs duties, or other fees), you must inform Us of this within the commission payment period. We may reduce the commission payment by these taxes and fees so that We only pay you the amount corresponding to your commission.

- c) If requested, you will issue an invoice for the commission. The invoice will contain the necessary details as required by applicable VAT law. The invoice will always include a breakdown We provide to you, which you must approve. The invoice will be due within 14 days from the date it is electronically delivered to Our email address at partnercare@worlddee.com.
 - d) If the invoice does not contain any mandatory or agreed details or is otherwise incorrect, We are entitled to return it to you for correction before the due date, which will suspend its due date. In such a case, you will correct the invoice by issuing a new one, and the entire payment period will restart from the delivery date of the corrected, error-free invoice.
- 4.5. If We have already paid the commission to you, but We later find that you were not entitled to it, or that the entitlement has expired, you will return the already paid commission by transferring it back to Our account within 15 days of Our request.

5. SEARCH AND RANKING

- 5.1. We aim to display search results in the App that are as relevant as possible for each individual user. Users can apply filters, sort results based on selected criteria, and otherwise influence the presentation and ranking of search results.
- 5.2. Current information about how the App displays individual Trips, what factors it considers, and how users can sort search results can be found at the following address:
https://www.worlddee.com/doc/trips_ranking_cs.pdf
- 5.3. It is Us who is solely deciding on marketing activities concerning certain Trips, for example, by organizing paid campaigns, writing PR articles about them, sharing them on social media, etc. but We are not obligated to do so.

6. ADDITIONAL RIGHTS AND OBLIGATIONS

- 6.1. Our platform Worldee is important to Us. It is backed by a lot of hard work and great people, and We hope it helps everyone collect unforgettable experiences. Your Itineraries will influence not only the experiences of Our customers but also Our reputation. For better or worse, this is why it's important that you create Itineraries and provide cooperation exactly according to the Agreement and legal regulations. Always keep Our interests and the best interests of Our customers in mind. You are Our "partner" ☺.
- 6.2. If necessary, We will assign someone to work with you on Our instructions. You will cooperate with this person and follow their instructions (or Ours, if We provide them directly). However, if any instruction seems inappropriate to you, for any reason, please let Us know as soon as possible.
- 6.3. Your cooperation with Us is non-exclusive. You can perform similar activities for other companies as well. During the term of this Agreement, We may agree to give other partners access to your user account in the App (for example, photographers or influencers who will help you improve your Itinerary). You don't need to worry; We will inform you about any such cases.
- 6.4. If you provide Us with any materials (e.g., texts, photos, videos, etc.) in connection with organizing the Trips, you grant Us a perpetual, irrevocable, worldwide, non-exclusive, royalty-free, and unlimited license to use, modify, distribute, and sublicense such materials in the same scope as the license you provide to Us for the Content under the App's Terms of Use.
- 6.5. We live in the software and cybersecurity age ☺. Therefore, if We create any accounts for you or you receive login credentials, you agree to protect them from unauthorized access by third parties. If there is a risk (or if it already occurs) of misuse, you must immediately inform Us.

7. LIABILITY

- 7.1. If We receive any complaints or claims regarding your Itinerary, you will provide Us with all necessary cooperation to resolve the issue.
- 7.2. If any of your statements under these Terms turns out to be false or if you otherwise violate the Agreement, We may suffer significant harm. Therefore, you agree to indemnify Us for all claims, damages, and costs, including settlement amounts, licensing and other fees, compensation, and legal representation costs, lawsuits before courts or administrative authorities, fines, and sanctions applied against Us by third parties, including public authorities in connection with:
- a) any false statements made by you (especially statements under Section 2.2), for example, if selling the Trip or using your Itinerary violates legal regulations or the rights of third parties, such as intellectual property rights,
 - b) Our obligation to pay taxes, duties, and other fees related to the commission, or
 - c) any other breach of the Agreement or legal regulations on your part.
- 7.3. You agree to prevent any of the above claims from being applied against Us. Additionally, at Our request, you agree to conduct out-of-court negotiations with third parties at your own expense and defend Us in any court, arbitration, or other proceedings against the claims mentioned above. You must not agree to any settlement of the above claims without first obtaining Our written consent.

8. CONFIDENTIALITY

- 8.1. It is said that nowadays nothing can be kept secret, but We don't fully believe that, which is why We have this section on confidentiality, based on which you will protect Our Confidential Information. Confidential Information refers to non-public business or technical information, including trade secrets related to the App or the sale of Trips, and other non-public information that you should consider confidential based on its content or how it was communicated to you (basically anything that We might consider "secret" – if in doubt, ask Us, and We will advise you). This mainly includes information about Our customers, business partners, and Travel Buddies, information about the number of Trips sold, the costs of organizing Trips, the amount of commission paid, non-public terms of the Trip, non-public information regarding the course of our collaboration, the content of our Agreement, business plans, know-how, internal statistics, access data, and passwords for web applications and tools, etc. (hereinafter also referred to as "**Confidential Information**").
- 8.2. You agree to maintain the confidentiality of all Confidential Information, not to spread it anywhere without Our explicit written consent, and to protect it from misuse. You can only use Confidential Information in accordance with this Agreement and for the purpose of fulfilling the obligations under the Agreement. For transferring Confidential Information, you will use only secure communication methods. In general, you will act in such a way that Confidential Information does not fall into unauthorized hands ☺.

9. CHANGES TO THE TERMS

- 9.1. We may unilaterally change these Terms and other conditions that may become part of the Agreement. We also reserve the right (unless the change is caused by legal amendments or third parties) to change the conditions for earning commission, copyright provisions, statements, responsibilities, communication, and other provisions of the Agreement once a year. We will notify you of any changes via the App or by sending an email to the address through which we communicate or which you provided when creating your account in the App. If you do not reject the change in writing within 1 (one) month from the date of the notice, you accept the change. If you reject the change within the specified period, the existing terms remain in effect, and We may terminate the Agreement with a notice period ending on the last day of the mentioned period, during which the last agreed Terms will apply.

10. AND HOW WILL OUR COOPERATION END?

- 10.1. The Agreement is concluded for an indefinite period. Either of us can terminate the Agreement without providing a reason. In that case, the Agreement will remain in effect until all Trips based on your verified Itinerary have been completed. If no Trips based on your verified Itinerary are planned, the Agreement will end immediately.
- 10.2. Both parties can terminate the Agreement by withdrawing from it with immediate effect due to a material breach of the Agreement by the other party. A material breach on your part shall include, but not be limited to a breach of Section 2.2 (your declarations), any provision of Article 8 (confidentiality), or a delay of more than one week in providing the required cooperation after the requested deadline. If there is any other breach of your obligations under the Agreement, We will first send you a notice specifying what needs to be corrected and give you 10 days to remedy the situation. After this period, We may withdraw from the Agreement.
- 10.3. If We terminate this Agreement for any reason, We can decide whether to stop organizing Trips based on your Itinerary or whether to continue organizing them. You must respect Our decision. If you terminate the Agreement, you are not entitled to ask Us to stop organizing any Trips. We are also entitled to choose whether We withdraw from the Agreement with retroactive effect from the beginning or at another time, which We will inform you about in Our withdrawal.
- 10.4. If the Agreement terminates, We will only pay you the Commission for Trips that both: (a) took place and (b) fulfilled all conditions for commission payment as specified in this Agreement during the term of the Agreement. For the avoidance of doubt, you will not be entitled to any commission payment for Trips that end after the termination of the Agreement regardless of when such Trips were booked or when the Itinerary was created. Section 4.5. will apply despite the termination of the Agreement.
- 10.5. After the termination of the Agreement, you will return to Us (and where they cannot be returned, you will delete) all materials, documents, and login credentials, including their copies, that were provided to you.
- 10.6. Termination of the Agreement for any reason does not affect the rights and obligations that by their nature should survive its termination, particularly contractual penalties, licenses, and indemnity obligations. The obligation of confidentiality lasts for the duration of the business secret and in relation to other Confidential Information for the duration of this Agreement and for 5 years after its termination.

11. FINAL PROVISIONS

- 11.1. This Agreement is independent of the agreement for using the App, which you enter into separately before you begin using it. It is also independent of the agreement on the terms of providing Travel Buddy services, should We enter into such an Agreement with you.
- 11.2. Our mutual communication will ideally be through the communication tool We use (e.g., Slack) or via the App or email at the addresses specified at the top of this Terms or which you specify in your account it the App. If any message or other action under this Agreement requires a written form, an electronic message with a simple electronic signature will suffice (such as an email where you type your name and surname at the bottom ☺).
- 11.3. This Agreement is governed by Czech law. All disputes arising from the Agreement or in connection with it will be decided by the general courts of the Czech Republic.
- 11.4. Unless otherwise agreed in writing, you may not set off or transfer any claim you have against Us. This is to ensure We are certain about who owes what to whom.
- 11.5. In case of force majeure, we consider any of the following events: acts of God, volcanic eruptions, (natural) disasters, fires, war conflicts, hostile actions, regional or national states of emergency, invasion, enforcement of national, regional, port, or other public authority regulations, government orders or

interventions, military actions, civil war, terrorism, (biological, chemical, or nuclear) explosions, riots, uprisings, civil unrest (or real or justified fear of any of the above events), transportation restrictions, airport closures, or other exceptional and catastrophic events, circumstances, or crises that prevent customers from participating in the Trip. During the force majeure event, We may suspend the performance of the Agreement.

- 11.6. Lastly, you might have always wanted to know what a "Salvatorian clause" is ☺ Well, here it is: The invalidity, ineffectiveness, apparentness, or unenforceability of any part of the Agreement does not affect the remaining parts of the Agreement. The parties agree to replace any invalid, ineffective, apparent, or unenforceable part of the Agreement with a valid, effective, non-apparent, and enforceable part with the same business and legal significance within 14 days from the date of receiving the request from the other party.