

SKI YODL LTD BOOKING CONDITIONS

Hello and welcome to the SkiYodl Booking Terms and End User Licence Agreement (defined as the “**Agreement**”). We have broken these terms down into a couple of sections for ease of reference, but essentially the purpose of this document is to set out SkiYodl’s and your rights and obligations in relation to your use of the SkiYodl platform:

SECTION 1: USING THESE TERMS

SECTION 2: BOOKING WITH US

SECTION 3: USING OUR PLATFORM

PLEASE NOTE:

- BY USING THE PLATFORM AND/OR SERVICES YOU AGREE TO THE TERMS OF THIS AGREEMENT, WHICH WILL YOU WILL BE LEGALLY BOUND BY.
- IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENCE, WE WILL NOT LICENSE THE PLATFORM TO YOU AND YOUR RIGHTS TO ACCESS THE PLATFORM AND SERVICES WILL IMMEDIATELY TERMINATE.
- WE LICENSE USE OF THE PLATFORM TO YOU ON THE TERMS OF THIS AGREEMENT. WE DO NOT SELL THE PLATFORM TO YOU AND WE REMAIN THE OWNERS OF THE PLATFORM AT ALL TIMES.

We recommend that you print a copy of this Agreement for future reference.

SECTION 1: USING THESE TERMS

1. Our details

We are **SKI YODL LTD**, a company incorporated in England and Wales (company no. 11270313) and with our registered address at 10a Castle Meadow, Norwich, England, NR1 3DE (referred to as “**SkiYodl**” / “**we**” / “**us**”). VAT number GB332910915

You are referred to as the “**Customer**” / “**you**” throughout this Agreement.

We are each a “**party**”, and collectively, the “**parties**” to this Agreement.

1.1 Interpretation

Booked Services	the goods and/or services that are detailed in a Customer’s Booking, which will be delivered by a Partner (or multiple Partners) to the Customer.
Booking	a booking placed by the customer on the Platform for any accommodation for ski holidays or trips and/or any ancillary goods and/or services.
Booking Fees	the fees and charges payable by you for a Booking.
Customer Materials	any data, documents, materials, content, text, contributions to chat boards or community forums or other information uploaded to the Platform by you.
Data	any information, content, materials or data provided through the Platform by SkiYodl (excluding the Customer Materials).
Device	any computer, mobile or other device, whether or not it is owned by you.
Documentation	any documents and/or materials made available to you by SkiYodl from time to time which sets out a description of the Platform, the

	SkiYodl Services, the Booked Services and/or any user instructions for the Platform, the SkiYodl Services or the Booked Services.
Intellectual Property Rights	any patents, trade marks, service marks, copyright, database rights, moral rights, design rights, unregistered design rights, domain names, rights in get-up, topography rights, know-how, confidential information and any other intellectual or industrial property rights whether or not registered or capable of registration and whether subsisting in England or any other part of the world together with any goodwill relating or attached to such rights.
Partner	the applicable suppliers and service providers (or an agent acting on behalf of such suppliers or service providers) that provide the Booked Services pursuant to a Booking. These could be, without limitation, accommodation hosts, equipment and clothing hirers, ski instructors and travel companies.
Partner Terms	the terms and conditions of a Partner which apply to the Booked Services that are detailed in a Booking.
Platform	the SkiYodl website (skiyodl.com) or any other website and/or online / mobile application that makes the SkiYodl Services available from time to time.
SkiYodl Services	the provision of a one-stop-shop for placing Bookings in the ski market, as well as access to Data, Documentation, reviews and user opinions, community boards, guides and tools for successful ski trips.

1.2 Please note that additional definitions are also contained within the body of this Agreement.

1.3 The terms of this Agreement apply to the Platform or any of the services accessible through the Platform (including, without limitation, the access of the data relating to the Customer's account).

1.4 Unless the context otherwise requires:

1.4.1 words in the singular shall include the plural and in the plural include the singular;

1.4.2 a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;

1.4.3 the terms 'including', 'include', 'in particular' or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;

1.4.4 clause headings are for reference purposes only and do not affect the interpretation of the relevant clause;

1.4.5 time shall not be 'of the essence' under this Agreement unless otherwise stated; and

1.4.6 a reference to 'writing' or 'written' includes email unless stated otherwise, but not faxes.

2 Structure of the agreement

2.1 In the event of conflict between the terms of this Agreement and the documents referenced herein, the documents shall take precedence in the following order of priority (with the documents that are higher in the list taking priority over documents lower in the list):

2.1.1 this Agreement (with a Section with the lower number (e.g. Section 1) prevailing over a Section with a higher number (e.g. Section 3));

2.1.2 the SkiYodl Privacy Policy (available within the website footer of skiyodl.com), as updated from time to time; and

2.1.3 any other document incorporated by reference into this Agreement from time to time.

3 Updates to this agreement

3.1 We may update this Agreement at any time by emailing you with details of the change or notifying you of a change when you next log into the Platform. The new terms may be displayed on-screen

and you may be required to read and accept them to continue your use of the Platform and the SkiYodl Services.

3.2 From time to time updates to the Platform may be released. Depending on the update, you may not be able to use the Platform and the SkiYodl Services until you have accepted any new terms.

3.3 You accept responsibility in accordance with the terms of this Agreement for the use of the Platform on or in relation to any Device.

SECTION 2: BOOKING CONDITIONS

4 Your holiday booking

A booking will exist as soon as we issue our confirmation email. This booking is made on the terms of these booking conditions. When you make a booking, you guarantee that you have the authority to accept and do accept on behalf of your party the terms of these booking conditions.

5 Travel insurance

Adequate travel insurance is a condition of your contract with us. You must be satisfied that your insurance fully covers all your personal requirements including travel and transfer delays, loss of baggage and money, pre-existing medical conditions, cancellation charges, medical expenses, and repatriation in the event of accident or illness as well covering any activities or excursions you intend to participate in whilst on holiday, specifically skiing, snowboarding or other winter sports activities. If you choose to travel without adequate insurance cover, we will not be liable for any losses howsoever arising, in respect of which insurance cover would otherwise have been available.

The policy must cover the period from the date of booking to the last day of your trip and may not have a clause allowing the insurer to cancel the policy nor vary the terms usually following medical reasons unless there has been individual underwriting with specific terms.

6 Paying for Your Holiday

When you make your booking, you must pay a deposit of 30% of the booking. The balance of the price of your travel arrangements must be paid at least six weeks before your departure date. If the deposit and/or balance is not paid in time, we shall cancel your travel arrangements. If the balance is not paid in time, we shall retain your deposit.

The local authorities in certain countries may impose additional taxes (tourist tax, etc), which will have to be pre-paid or paid locally (e.g. at the accommodation). You are exclusively responsible for paying such additional taxes.

7 If You Cancel Your Holiday

You, or any member of your party, may cancel your travel arrangements at any time. Written notification from the person who made the booking, or your travel agent must be received at our offices. Since we incur costs in cancelling your travel arrangements, you will have to pay cancellation charges. These are outlined on the "CANCELLATION POLICY" button on the property page that you have booked.

Note: If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges.

You can cancel your booking without paying cancellation charges if the performance of your package, or the carriage of passengers to your destination, is significantly affected by unavoidable

and extraordinary circumstances. In such circumstances, we will arrange for your booking to be terminated and for you to receive a full refund. We will observe advice provided by the UK Foreign & Commonwealth Office.

8 If You Change Your Booking

If, after our confirmation invoice has been issued, you wish to change your travel arrangements in any way, for example your chosen departure date or accommodation, we will do our utmost to make these changes, but it may not always be possible. Any request for changes to be made must be in writing from the person who made the booking or your travel agent. You will be asked to pay an administration charge, and any further cost we incur in making this alteration. You should be aware that these costs could increase the closer to the departure date that changes are made, and you should contact us as soon as possible. Note: Certain travel arrangements may not be changeable after a reservation has been made and any alteration request could incur a cancellation charge of up to 100% of that part of the arrangements.

You can transfer your booking to another person, who satisfies all the conditions that apply to this booking, by giving us notice in writing as soon as possible and no later than 7 days before departure. Both you and the new traveller are responsible for paying all costs we incur in making the transfer.

9 If we cancel your booking

We reserve the right to cancel your booking. We will inform you as soon as reasonably possible if we need to make a significant change to your confirmed Travel Arrangements or to cancel them

If your booking is cancelled by us you can either have a refund of all monies paid or accept an alternative holiday of comparable standard from us if we offer one (we will refund any price difference if the alternative is of a lower value).

In the event a refund is paid to you, we will:

1. provide a full refund of your travel insurance premiums if you paid them to us and can show that you are unable to transfer or reuse your policy.
2. pay compensation as detailed below except where the cancellation is due to unavoidable and extraordinary circumstances (see definition above).

Period before departure in which we notify you	Amount you will receive from us
More than 56 days	£0
56 – 42 days	£10 per person
41-15 days	£25 per person
Less than 14 days	£50 per person

This does not exclude you from claiming more via your travel insurance if you are entitled to do so.

10 If we change your booking

We can change your holiday price after you've booked, only in certain circumstances:

10.1 Changes in the price.

10.1.1 Changes in the level of taxes or fees imposed by third parties including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports mean that the price of your travel arrangements may change after you have booked. However, there will be no change within 20 days of your departure.

- 10.1.2 We will absorb, and you will not be charged for, any increase equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges. You will be charged for the amount over and above that. If this results in an increase equivalent to more than 8% of the price of your travel arrangements, you will have the option of accepting a change to another holiday if we are able to offer one (we will refund any price difference if the alternative is of a lower value) or cancelling and receiving a full refund of all monies paid, except for any amendment charges. Should you decide to cancel: 1) you must do so within the period shown on your final invoice
- 10.1.3 We will provide a refund of insurance premiums paid to us if you can show that you are unable to transfer or reuse your policy.
- 10.1.4 Should the price of your holiday go down due to the cost changes mentioned above, then any refund due will be paid to you. We will deduct from this refund our administrative expenses incurred. Please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.
- 10.2 Changes other than price.
- 10.2.1 It is a term of your booking that we are able to make changes to any aspect of your booking. If the change is insignificant, we will ensure that you are notified about it. Examples of insignificant changes include alteration of your outward/return flights by less than 12 hours, changes to aircraft type, change of accommodation to another of the same or higher standard, changes of carriers.
- 10.2.2 If we are constrained by circumstances beyond our control to significantly alter any of the main characteristics of the travel services that make up your package you will have the rights set out below.
- 10.2.2.1 We will contact you and you will have the choice of accepting the change or having a refund of all monies paid. You can also accept an alternative holiday, where we offer one (we will refund any price difference if the alternative is of a lower value). We will tell you the procedure for making your choice. Please read any notification of changes carefully and respond promptly as if you do not respond to us within the timescale given your booking may be cancelled.
- 10.2.2.2 If you choose to accept a refund:
- 10.2.2.2.1 we will provide a full refund of your travel insurance premiums if you paid them to us and can show that you are unable to transfer or reuse your policy.
- 10.2.2.2.2 we will pay compensation as detailed below except where the significant change is due to unavoidable and extraordinary circumstances, which means a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken.

Period before departure in which we notify you	Amount you will receive from us
More than 56 days	£0
56 – 42 days	£10 per person
41-15 days	£25 per person
Less than 14 days	£50 per person

This does not exclude you from claiming more via your travel insurance if you are entitled to do so.

11 Force Majeure – Circumstances Beyond our Control

Except where we say differently elsewhere in these conditions, we cannot pay any compensation, reimburse expenses, or cover losses for any amount or otherwise accept responsibility if, as a result of circumstances beyond our control, we have to change your holiday after booking, or we, or our

suppliers, cannot supply your holiday, as we, or they, had agreed, or you suffer any loss or damage of any description. When we refer to circumstances beyond our control, we mean any event that we, or the supplier in question, could not foresee or avoid, even after taking all reasonable care. Such circumstances will usually include, but are not limited to, war, threat of war, airport closures, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination or remain at the travel destination, change to Foreign, Commonwealth and Development Office advice to advise against travel to destination and significant building work ongoing outside of your accommodation (such as resort development). Please see clause 20 for further information about our responsibility in the event that your holiday is affected by Covid-19.

Brexit Implications: please note that certain travel arrangements may be affected as a result of the United Kingdom's decision to leave the European Union. This could include the loss of certain flight routes or access to certain ports and airports and changes to the visa requirements of British citizens travelling to, within or through the EU. Please rest assured that this is something we will continue to monitor and will advise our customers as soon as possible if we become aware of any confirmed bookings that will be affected. However, since this is something which is completely unprecedented and outside our control, we would treat any such changes as Force Majeure, and whilst we will endeavour to provide suitable alternative arrangements or refunds where possible, we will not be liable to pay you any compensation.

12 Overbooking

In the very rare event of overbooking accommodation, you will be offered alternative accommodation on arrival, which accommodation will be of a comparable or superior, depending on price and availability. You may choose to accept or decline our alternative offer. If you decline, we will issue a full refund as soon as is reasonable.

13 Accurate Descriptions

We make every effort to ensure that all resorts and accommodation offered are described as accurately as possible and that all images are correct. Our suppliers may occasionally make changes or renovations to your accommodation that we are not aware of. We will do our best to keep you informed of any changes but accept no liability of changes we were not made aware of. Where WiFi is offered as a facility or service, we cannot take responsibility for any outages. We recommend that you contact your in-resort host to resolve the outage.

14 Our Liability to You

You must inform us without undue delay of any failure to perform or improper performance of the travel services included in this package. If any of the travel services included in your package are not performed in accordance with the contract, or are improperly performed, by us or the travel service suppliers, and this has affected the enjoyment of your travel arrangements, you may be entitled to an appropriate price reduction or compensation or both. We will not be liable where any failure to perform or improper performance of the travel services is due to: you or another member of your party; or a third party unconnected with the provision of the travel services in the package and is unforeseeable or unavoidable; or unavoidable and extraordinary circumstances, which means a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken.

Our liability, except in cases involving death, injury or illness, shall be limited to a maximum of three times the cost of your travel arrangements. Our liability will also be limited in accordance with and/or in an identical manner to

10.1 The contractual terms of the companies that provide the travel services that make up your package. These terms are incorporated into this booking; and

10.2 Any relevant international convention, for example the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, which limit the amount of and conditions under which compensation can be claimed for death, injury, delay to passengers and loss, damage, and delay to luggage. We are to be regarded as having all benefit of any limitation of the extent of or the conditions under which compensation is to be paid under these or any conventions.

You can ask for copies of the travel service contractual terms, or the international conventions, from [your contact details]. Under passenger rights law you have rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation, or delay to flights. Full details will be publicised at relevant airports and available from airlines. However, reimbursement in such cases will not automatically entitle you to a refund of your holiday cost from us. Your right to a refund and/or compensation from us is set out in these booking conditions. If any payments to you are due from us, any payment made to you by the airline, or any other service provider will be deducted.

If it is impossible to ensure your return as scheduled due to unavoidable and extraordinary circumstances, we will bear the cost of necessary accommodation, if possible, of equivalent category, for a maximum of three nights. The limit doesn't apply to persons with reduced mobility and any person accompanying them, pregnant women and unaccompanied minors, or persons in need of specific medical assistance, provided that you notified us of these needs at least 48 hours before the start of your holiday.

NB this entire clause 8 does not apply to any separate contracts that you may enter into for excursions or activities whilst on holiday.

15 Protecting your money

We provide financial protection for our package holidays by way of a bond held by ABTA – The Travel Association, 30 Park Street, London, SE1 9EQ, www.abta.com. You agree to accept that in the event of our insolvency ABTA may arrange for the services you have bought to continue, or for a suitable alternative to be provided at the same cost as your original booking. You also agree to accept that in circumstances where the travel service supplier provides the services you have bought, you agree to pay any outstanding sum under your contract with us to that alternative travel service provider. However, you also agree that in some cases the services will not be provided, in which case you will be entitled to make a claim under ABTA's Scheme of Protection (or your payment card issuer where applicable) for a refund of the monies you have paid.

IMPORTANT NOTE: If you buy other travel arrangements such as accommodation only this protection doesn't apply.

16 ABTA

We are a Member of ABTA, membership number Y6773. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you ABTA's scheme for the

resolution of disputes which is approved by the Chartered Trading Standards Institute. If we can't resolve your complaint, go to www.abta.com to use ABTA's simple procedure. Further information on the Code and ABTA's assistance in resolving disputes can be found on www.abta.com.

17 Complaints

If you have a complaint about any of the services included in your holiday, you must inform us via the contact tools outlined on <https://skiyodl.com/contact> without undue delay. We will endeavour to put things right. Please note, our standard business hours are 9am – 5.30pm UK time, except bank holidays.

If it is not resolved locally, please follow this up as soon as possible after your return home, ideally within 28 days by writing to our Customer Services Department at info@skiyodl.com giving your booking reference and all other relevant information. Please keep your letter concise and to the point. If you fail to follow the requirement to report your complaint in resort, we will have been deprived of the opportunity to investigate and rectify it and this may affect your rights under this booking.

We are a Member of ABTA, membership number Y6773. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you ABTA's scheme for the resolution of disputes which is approved by the Chartered Trading Standards Institute. If we can't resolve your complaint, go to <https://www.abta.com/> to use ABTA's simple procedure. Further information on the Code and ABTA's assistance in resolving disputes can be found on <http://www.abta.com/>. You can also access the European Commission Online Dispute (ODR) Resolution platform at <http://ec.europa.eu/consumers/odr/>. This ODR platform is a means of registering your complaint with us; it will not determine how your complaint should be resolved." Please see clause 13 for more details.

18 Additional assistance

If you're in difficulty whilst on holiday and ask us to help we will provide appropriate assistance, in particular by providing information on health services, local authorities and consular assistance; and helping you to find alternative arrangements and any necessary phone calls/emails. You must pay any costs we incur if the difficulty is your fault.

19 Passport, Visas, Health, Immigration, and other Information Formalities

It is your responsibility to check and fulfil the passport, visa, health, and immigration requirements applicable to your itinerary. We can only provide general information about this. You must check requirements for your own specific circumstances with the relevant Embassies and/or Consulates and your own doctor as applicable. Requirements do change, and you must check the up-to-date position in good time before departure. Most countries (including where you are travelling to a country that is part of the European Union or European Economic Area) now require passports to be valid for at least 6 months after your return date (please go to Check a passport for travel to Europe - GOV.UK (www.gov.uk) for further information). If your passport is in its final year, you should check with the Embassy of the country you are visiting. We do not accept any responsibility if you cannot travel or incur any other loss because you have not complied with any passport, visa, immigration requirements or health formalities.

You agree to reimburse us in relation to any fines or other losses which we incur as a result of your failure to comply with any passport, visa, immigration requirements or health formalities. Please note, if you are travelling on a passport issued other than by the UK or a country within the EEA, you

may be required to obtain an Airport Transit Visa, if your travel arrangements include a connecting flight departing from either the EU, Iceland, Norway or Switzerland. If required, Airport Transit Visas should be obtained from the consulate of the country where transit occurs and you should ensure that you apply for and obtain the Airport Transit Visa in good time before you travel.

If you are travelling to the EU or EEA you may be required to demonstrate that you have a return ticket to the UK, and that you have sufficient financial means to support yourself for the period of stay within the EU/EEA. Further information is available here: Visit Europe from 1 January 2021 - GOV.UK (www.gov.uk).

You may be required to complete a government Passenger Locator Form before travel. It is your responsibility to submit it in time and should you fail to do so, the form is incomplete, or you do not have a QR code (if required) then you may be denied boarding or entry to the destination.

Please note that in certain circumstances (including but not limited to in the event of any epidemic or pandemic), entry restrictions can be imposed at a destination with little or no notice and which may affect your ability to travel to or enter the destination. You must ensure you have sufficient travel insurance to cover any losses you incur as a result, including cancellation charges, as we will not be liable to you for any losses you incur in these circumstances.

Up to date travel advice can be obtained from the Foreign and Commonwealth Office, visit <https://www.gov.uk/travelaware>.

20 Covid-19: Limitation of liability

We both acknowledge the ongoing COVID-19 global crisis and accept our obligations to comply with any official guidance from governments or local authorities, both in the UK and whilst on holiday.

Please note that we will have no liability for any refunds, compensation, costs, expenses or other losses of any kind incurred by you (including, where applicable, the cost of medical treatment), in the following circumstances:

- 20.1 If you, or anyone in your booking party, test positive for Covid-19 and have to quarantine for a period of time, or are notified or otherwise become aware that you have, or suspect you may have, come into close contact with someone who has tested positive for Covid-19 (or where they otherwise suspect they may have Covid-19) and have to self-isolate for a period of time.
- 20.2 If you, or anyone in your booking party, live in an area under local lockdown restrictions and are unable to travel as a result.
- 20.3 If this happens within 14 days of your departure date, you may no longer be able to travel. In such circumstances, we will do our best to assist you and will offer you the following options, where possible and subject to availability, but undertake no liability if this is not possible.
- 20.4 Postponing your holiday to a later date. We will notify you of any impact on the price the postponement may have (please note that you may have to pay full cancellation charges on some elements of your holiday, as well any increase in cost imposed by other suppliers);
- 20.5 If not everyone on the booking is affected, you will have the right to transfer your place on the holiday to another person nominated by you
- 20.6 Cancelling your holiday, in which case we will impose our standard cancellation charges as at the date of cancellation by you (in light of the fact that we are still able to perform your contracted holiday arrangements but your own personal circumstances mean that you are unable to attend). You may be able to claim these costs back from your travel insurance.

If this happens whilst you are on your holiday, please notify us without delay and we will provide such reasonable assistance as we can in the circumstances. However, we will not be responsible for

covering the cost of any curtailment of your holiday, missed transport arrangements, additional accommodation required, or other associated costs incurred by you. You must ensure you have travel insurance which covers these costs for you.

20.7 You fail any tests, checks or other measures imposed by a supplier, airline, port or airport, border control authority or other government body or local authority or fail to submit for testing or assessment when requested to do so, and as such you are denied entry to board the flight, entry to the destination, access to the services or you are otherwise unable to proceed with the holiday, or that portion of the holiday.

You also acknowledge that the suppliers providing your holiday, including airlines, hotels and transfer/excursion providers, will need to comply with national and/or local guidance and requirements relating to Covid-19, and have implemented certain measures as a result. This will likely include specific requirements regarding personal protective equipment, such as use of face-masks by staff (and you may be required to wear a face-mask as well), social distancing, maximum number restrictions on the use of certain facilities, designated alternative entrance and exit routes, mandatory hand sanitisation, limited entertainment options and changes to the way meals are provided in hotels e.g. table service instead of a buffet, with fewer choices available. We do not expect these measures to have a significant impact on your enjoyment of the holiday and all measures will be taken with the purpose of securing your safety and those around you.

21 Excursions

Excursions or other tours that you may choose to book or pay for whilst you are on holiday are not part of your package holiday provided by us. For any excursion or other tour that you book, your contract will be with the operator of the excursion or tour and not with us. We are not responsible for the provision of the excursion or tour or for anything that happens during the course of its provision by the operator.

22 Travel Agents

All monies you pay to the travel agent are held by him on behalf and for the benefit of the Trustees of the Air Travel Trust at all times. This is subject to the agent's obligation to pay it to us for so long as we do not fail. If we fail, any money held at that time by the agent, or subsequently accepted from you by him, is and continues to be held on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to us.

23 Law and jurisdiction

This booking is governed by English Law, and the jurisdiction of the English Courts. You may however choose the law and jurisdiction of Scotland or Northern Ireland if you live there and wish to do so.

SECTION 3: USING OUR PLATFORM

1. Using the Platform

- 1.1. You must be over 18 years of age to create an account to use the Platform.
- 1.2. You are responsible for maintaining the confidentiality of your account and password and you agree to accept responsibility for all activities that occur under your account or password.
- 1.3. You are responsible for ensuring that the details you provide us with are correct and complete, and for informing us of any changes to the information you have provided.

2. Access Licence

- 2.1. SkiYodl operates and controls the Platform and provides access to it in its sole discretion.

- 2.2. In consideration of your agreement to comply with the terms of this Agreement, we hereby provide you with a non-exclusive, royalty-free, non-transferable, non-sublicensable, revocable licence to access (and where provided in an app format, download) the Platform for your own personal, non-commercial purposes and for no other purpose.
- 2.3. SkiYodl may take down or modify the Platform at any time in its sole discretion. This may include, without limitation, suspending user access, inserting advertising and/or modifying its functionality from time to time.

3. Licence Restrictions

- 3.1. Except as expressly set out in this Agreement you agree:
 - 3.1.1. not to copy the Platform or any underlying source code;
 - 3.1.2. not to disclose your login information to the Platform to any other person;
 - 3.1.3. not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Platform;
 - 3.1.4. not to make alterations to, or modifications of, the whole or any part of the Platform, or permit the Platform or any part of it to be combined with, or become incorporated in, any other programs;
 - 3.1.5. except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties:
 - 3.1.5.1. not to attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Platform in any form or media or by any means; or
 - 3.1.5.2. not to attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Platform;
 - 3.1.6. not to access all or any part of the Platform, the SkiYodl Services or any Data in order to build a product or service which competes with the Platform;
 - 3.1.7. not to license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Platform and/or the SkiYodl Services available to any third party;
 - 3.1.8. not to attempt to obtain, or assist third parties in obtaining, access to the Platform and/or SkiYodl Services, other than as permitted by Agreement; and
 - 3.1.9. to comply with all technology control or export laws and regulations that apply to the technology used or supported by the Platform, together defined as "**Licence Restrictions**".

4. Acceptable Use Restrictions and Obligations

- 4.1. You must:
 - 4.1.1. not use the Platform in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this Agreement, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices, into the Platform or any operating system;
 - 4.1.2. not infringe our Intellectual Property Rights or those of any third party in relation to your use of the Platform, including the submission of any infringing material by you to the Platform;

- 4.1.3. not transmit any material that is defamatory, illegal, derogatory, offensive or otherwise objectionable in relation to your use of the Platform;
 - 4.1.4. not use the Data for any illegal, misleading or unethical purpose or otherwise in any manner which may be detrimental to the reputation of SkiYodl;
 - 4.1.5. not use the Platform in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and
 - 4.1.6. not collect or harvest any Data from the Platform or the SkiYodl Services or attempt to decipher any transmissions to or from the servers running the Platform (whether via an automated program or otherwise),
together defined as “**Acceptable Use Restrictions**”.
- 4.2. You shall use your best endeavours to use adequate technological and security measures, including measures we may reasonably recommend (such as anti-virus and firewall protection on your Device), or that you and we may agree to, from time to time.
 - 4.3. Without prejudice to the obligations undertaken in this clause 7, you must notify us immediately upon becoming aware or suspecting that any login information has been used, or may be known, by any third party so that we can re-set your login details.
 - 4.4. You agree to provide us with all reasonably required information, co-operation and assistance as may be required by us under this Agreement in a timely and efficient manner.
 - 4.5. You acknowledge that you are solely responsible for procuring and maintaining your network connections and telecommunications links from your systems and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to your network connections or telecommunications links or caused by the Internet.
 - 4.6. If you have a disability which restricts your ability to use our website, you may contact us via any of the methods outlined on <https://skiyodl.com/contact> and we will do our best to support you.

5. Intellectual Property Rights

- 5.1. You acknowledge and agree that SkiYodl and/or its licensors own all Intellectual Property Rights in the Platform, the SkiYodl Services, the Data and the Documentation. Except as expressly stated herein, this Agreement does not grant you any Intellectual Property Rights, or any other rights or licences in respect of the Platform, the SkiYodl Services, the Data or the Documentation.
- 5.2. We hereby provide you with a non-exclusive, revocable, non-transferable licence to use the Platform, the SkiYodl Services, the Data and the Documentation solely for the Customer's reasonable, non-commercial, use for the duration of this Agreement and this right will terminate upon its termination or expiry (howsoever arising).
- 5.3. You may upload the Customer Materials to the Platform from time to time for certain aspects of the SkiYodl Services. You shall own all right, title and interest in and to all of the Customer Materials and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Materials.
- 5.4. You hereby grant to SkiYodl a non-exclusive, perpetual, irrevocable, transferable, royalty-free, worldwide licence to use the Customer Materials to the extent reasonably required to provide the SkiYodl Services from time to time. Please note that any contributions to chat boards or community forums will be retained on the Platform, but they will be anonymised for any external use by us. You acknowledge that SkiYodl and its personnel may use any non-confidential details of the SkiYodl Services and the Data (including sharing any analysis or metrics gained from any testing) for a number of purposes, including case studies, publications, exhibitions, competitions and other promotional purposes (such as use in print and on the SkiYodl website).
- 5.5. In the event of any loss or damage to Customer Materials, your sole and exclusive remedy shall be for SkiYodl to use reasonable commercial endeavours to restore the lost or damaged Customer Materials from the latest back-up of such Customer Materials maintained by us in accordance with our archiving procedure in effect from time to time. We shall not be responsible for any loss, destruction, alteration or disclosure of Customer Materials caused by any third party (except

those third parties sub-contracted by SkiYodl to perform services related to Customer Materials maintenance and back-up).

- 5.6. You acknowledge that you have no right to have access to the Platform in source-code form.
- 5.7. You warrant that all information disclosed to SkiYodl is accurate, complete and that any Customer Materials supplied may be used within the Platform without breach of any third party rights or Intellectual Property Rights. Consequently, you will therefore indemnify and keep SkiYodl and its Affiliates, officers, employees, consultants, agents and sub-contractors indemnified, on demand, against all losses, costs and liabilities and all expenses, including reasonable legal or other professional expenses, suffered or incurred by SkiYodl arising out of or in connection with any claim:
 - 5.7.1. in relation to the Customer Materials infringing a third party's Intellectual Property Rights;
 - 5.7.2. in relation to the Customer Materials' contents, accuracy or completeness; and/or
 - 5.7.3. for any defamatory, offensive or illegal content, information or materials provided by you either directly or indirectly to SkiYodl.
- 5.8. You must notify us immediately upon becoming aware of any matters, facts or circumstances directly or indirectly affecting the SkiYodl Services which are, or appear to be, inconsistent in any information disclosed to SkiYodl.

6. Platform Availability

- 6.1. We do not warrant that:
 - 6.1.1. your use of the Platform will be uninterrupted or error-free;
 - 6.1.2. the SkiYodl Services or Data obtained by you through the Platform will meet your requirements; or
 - 6.1.3. the Platform will be compatible with your Device or any telecommunication links.
- 6.2. We are not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and you acknowledge that the Platform, SkiYodl Services and Data may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

7. Third Party Providers

- 7.1. You hereby acknowledge that the SkiYodl Services may enable or assist you to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that if you do so, this is solely at your own risk. We are not responsible for the content of any third party site.
- 7.2. SkiYodl makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third party website, or any transactions completed, and any contract entered into by you with any such third party. Any contract entered into and any transaction completed via any third-party website is between you and the relevant third party, and not SkiYodl.
- 7.3. SkiYodl recommends that you refer to the third party's website terms and conditions and privacy policy prior to using the relevant third party website. SkiYodl does not endorse or approve any third party website nor the content of any of the third party website made available through the Platform.