



Booking Terms & End User Licence Agreement

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: USING OUR PLATFORM**
- SECTION 3: BOOKING WITH US**
- SECTION 4: GENERAL LEGAL TERMS**

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

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**”).

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

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

1. Interpretation

1.1. The definitions and rules of interpretation in this clause apply in this Agreement.

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: USING OUR PLATFORM

4. Using the Platform

- 4.1. You must be over 18 years of age to create an account to use the Platform.
- 4.2. 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.
- 4.3. 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.

5. Access Licence

- 5.1. SkiYodl operates and controls the Platform and provides access to it in its sole discretion.
- 5.2. 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.
- 5.3. 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.

6. Licence Restrictions

- 6.1. Except as expressly set out in this Agreement you agree:
- 6.1.1. not to copy the Platform or any underlying source code;
 - 6.1.2. not to disclose your login information to the Platform to any other person;
 - 6.1.3. not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Platform;
 - 6.1.4. 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;
 - 6.1.5. except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties:
 - 6.1.5.1. 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
 - 6.1.5.2. not to attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Platform;
 - 6.1.6. 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;
 - 6.1.7. 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;
 - 6.1.8. 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
 - 6.1.9. 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".

7. Acceptable Use Restrictions and Obligations

- 7.1. You must:
- 7.1.1. 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;

- 7.1.2. 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;
 - 7.1.3. not transmit any material that is defamatory, illegal, derogatory, offensive or otherwise objectionable in relation to your use of the Platform;
 - 7.1.4. 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;
 - 7.1.5. 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
 - 7.1.6. 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**".
- 7.2. 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.
 - 7.3. 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.
 - 7.4. 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.
 - 7.5. 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.

8. Intellectual Property Rights

- 8.1. 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.
- 8.2. 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).
- 8.3. 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.
- 8.4. 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).
- 8.5. 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).
- 8.6. You acknowledge that you have no right to have access to the Platform in source-code form.
- 8.7. 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:
 - 8.7.1. in relation to the Customer Materials infringing a third party's Intellectual Property Rights;
 - 8.7.2. in relation to the Customer Materials' contents, accuracy or completeness; and/or
 - 8.7.3. for any defamatory, offensive or illegal content, information or materials provided by you either directly or indirectly to SkiYodl.
- 8.8. 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.

9. Platform Availability

- 9.1. We do not warrant that:
 - 9.1.1. your use of the Platform will be uninterrupted or error-free;
 - 9.1.2. the SkiYodl Services or Data obtained by you through the Platform will meet your requirements; or
 - 9.1.3. the Platform will be compatible with your Device or any telecommunication links.

- 9.2. 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.

10. Third Party Providers

- 10.1. 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.
- 10.2. 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.
- 10.3. 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.

SECTION 3: BOOKING WITH US

11. Booking Process

- 11.1. You may use the SkiYodl Services place a Booking through the Platform from time to time.
- 11.2. **PLEASE NOTE:** whilst you are placing the Booking via SkiYodl, SkiYodl does not provide the Booked Services to you directly and SkiYodl will be arranging for the provision of the Booked Services detailed in your Booking with the applicable Partner(s).
- 11.3. The ordering process is as follows:
- 11.3.1. when you submit a Booking, this will simply be a Booking request. We will send you a message confirming receipt of your Booking request and containing the details of your order (the "**Order Notification**"). Any Booking requests placed by you will be treated as an offer and the Order Notification is just an acknowledgement that we have received your Booking request and does not confirm the acceptance of your offer to place a Booking;
 - 11.3.2. when you make a Booking request within the Platform, you will be required to pay the Booking Fees in full to us (payable by debit or credit card through Stripe);
 - 11.3.3. we will hold the Booking Fee on behalf of the applicable Partner(s) that will be providing the Booked Services;
 - 11.3.4. we will arrange for the Partner(s) who will be providing the Booked Services to contact you and they will provide you with their Partner Terms. The Booked Services will be subject to the applicable Partner Terms and the Partner Terms will form a separate contract between you and each applicable Partner. For the avoidance of doubt, SkiYodl will not be a party to the contract that is formed under the Partner Terms;
 - 11.3.5. once the agreement is made between you and each applicable Partner, we will receive a notification from the Partner and we will transfer the applicable Booking Fees to the Partner; and
 - 11.3.6. if you decide not to engage with the Partner on the applicable Partner Terms, you must notify us by email (sent to info@skiyodl.com) that you wish to cancel the Booking ("**Cancellation Notice**"). Where the Cancellation Notice is received by us within 14 days of the date of the Order Notification, we will provide you with a full refund of the Booking Fees no later than 14 days of our receipt of the Cancellation Notice. Where the Cancellation Notice is received by us after a period of 15 days of the date of the Order Notification, we will provide you with a refund of the Booking Fees (less 2.5% of the Booking Fees as a cancellation fee) no later than 14 days of our receipt of the Cancellation Notice.
- 11.4. In the unlikely event that the fees shown on the Platform are wrong, we are not required to provide the Booking at the fee level shown. We always try and ensure that the fees shown on our Platform are accurate, but occasionally genuine errors may occur. If we discover an error in the fees for the Booking that you have ordered, we will let you know as soon as possible and give you the option of re-confirming your Booking at the correct level of fees or cancelling it.
- 11.5. All credit / debit cardholders are subject to validation checks and authorisation by the card issuer. If the issuer of your payment card refuses to or does not, for any reason, authorise payment to us we will not be liable to you for any delay.
- 11.6. If your credit or debit card payment is not processed successfully for any reason, we reserve the right to re-attempt processing of the payment. We will give you at least 48 hours' notice in advance of any re-attempt to process payment by sending an email to the email address you have provided to us. If you do not want us to re-attempt process payment, you must cancel your Booking within 48 hours of us sending you this email.
- 11.7. Please note that you are responsible for ensuring that you (and each individual that is travelling under your Booking):
- 11.7.1. has a passport that is fit for purpose to travel to the destination set out in your Booking;
 - 11.7.2. have any required Visa / travel permits;
 - 11.7.3. has appropriate medical insurance cover; and
 - 11.7.4. have any recommended or mandatory inoculations or vaccinations.
- 11.8. We recommend that you purchase full travel insurance to cover your Booking. This is not included in your Booking and if you decide not to take out such cover then you do so at your own risk.

12. Fees and Payment

- 12.1. Subject to clauses 11.3.6 and 13.2, the Booking Fees are non-refundable in all circumstances.
- 12.2. All amounts payable must be made in pounds sterling (GBP).
- 12.3. All Booking Fees are exclusive of VAT and any other applicable taxes, which shall be payable in addition to the Booking Fees (where applicable).
- 12.4. You will not be entitled to set-off, counterclaim, deduct or withhold payment under this Agreement.
- 12.5. If you do not pay any fees by the relevant due date, we reserve the right to take the following actions:



12.5.1. charge interest on any outstanding sums from the due date for payment in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment; and/or

12.5.2. suspend the SkiYodl Services we provide to you. We will not be liable for any loss of data that may occur in relation to the suspension of the SkiYodl Services.

12.6. We may set-off any liability that you may have to us against any liability that we may have to you.

13. Amending or Cancelling Your Booking

13.1. Bookings made through SkiYodl cannot be amended in any way without the consent of the applicable Partner(s) – please check the details carefully before submitting a Booking request. Notwithstanding, on an exceptions basis only, we may make amendments at our sole discretion where it is practicable to do so, but this may be subject to an amendment or administration fee (which we will notify you of at the time).

13.2. If you wish to cancel your Booking, you must do this as soon as possible by email (sent to info@skiyodl.com). You only be entitled to a refund where this is permitted by the terms of this Agreement or by applicable laws or regulations. The cancellation will take effect from the date that we receive your written notice of cancellation.

13.3. It is unlikely that we will have to make any changes to your Booking before it is confirmed by the relevant Partner(s), but occasionally changes may have to be made, which we reserve the right to do at any time. We will notify you of any such changes as soon as reasonably possible.

SECTION 4: GENERAL LEGAL TERMS

14. Confidentiality and Data Protection

14.1. Our approach to the capture, storing, sharing and use of information and data (including data supplied by you) is set out in our Privacy Notice.

14.2. Please read our Privacy Notice carefully as it is binding on you in relation to the processing of your Personal Data pursuant to your use of the Platform.

14.3. We will keep all information which you provide to us which is reasonably confidential relating to your account in strict confidence, provided that it is not published or publicly used in the Platform by you (“**Confidential Information**”).

14.4. We will only use your Confidential Information to the extent required in providing you with our services and operating the Platform and providing the SkiYodl Services. We may provide Confidential Information to our officers, employees, consultants, agents and subcontractors who need access to the Confidential Information in connection with providing the SkiYodl Services under this Agreement, provided that they are subject to comparable confidentiality restrictions as this Agreement.

14.5. Nothing in this Agreement will prevent us from using or disclosing any Confidential Information which:

14.5.1. is in or comes into the public domain in any way without breach of this Agreement by us or any person or entity to whom it makes disclosure;

14.5.2. we can show was: (i) in our possession or known to us by being in our use or being recorded in its files prior to receipt from you and was not acquired by us under an obligation of confidence; or (ii) to have been independently developed by us without reference to the Confidential Information;

14.5.3. we obtain or have available from a source other than from you, without breach by us, or such source of any obligation of confidentiality or non-use;

14.5.4. is disclosed by us with your prior written approval; or

14.5.5. is required by law to be released (e.g. by a court order), provided that, when permitted by the applicable law, you are given as much prior written notice as possible of such request.

15. Limitation of Liability

15.1. This clause 15 sets out the entire financial liability of each party (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the other party:

15.1.1. arising under or in connection with this Agreement;

15.1.2. in respect of any use made by you of the Platform, the SkiYodl Services, the Booked Services, the Data or the Documentation, or any part of them, including any Booking made by you; and

15.1.3. in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.

15.2. We shall have no responsibility for any personal or financial consequences, which result from the use of the Platform, the SkiYodl Services, the Booked Services, the Documentation and the Data. SkiYodl is in no way responsible for the Platform, the SkiYodl Services, the Booked Services, the Documentation and the Data and their fitness for purpose to you for the purposes of making a Booking.

15.3. The Data and other material displayed on the Platform is provided without any guarantees, conditions or warranties as to its accuracy or completeness. Subject to clause 15.10, we and any and all third parties connected to us (including our employees, officers, agents, representatives and subcontractors) hereby expressly exclude:

15.3.1. any and all conditions, warranties and other terms (including any and all express or implied warranties) which might otherwise be implied by statute, common law or the law of equity;

15.3.2. all liability for any: loss of income or revenue; loss of business; loss of profits or contracts; loss of anticipated savings; loss or corruption of data (excluding Personal Data); loss of goodwill; wasted time, whether caused by tort (including our negligence), breach of contract, breach of statutory duty or otherwise; and

15.3.3. indirect and/or consequential loss or damage (i.e. where it is unforeseeable) incurred by you in connection with the use, inability to use, or arising (directly or indirectly) from use of the Platform, the SkiYodl Services, the Booked Services, the Documentation and/or the Data, any Bookings placed by you, any websites linked to either of them and/or any content, information, data, images and/or materials published, uploaded, posted on, disseminated, broadcast and/or distributed on and/or through the Platform. For the avoidance of doubt, loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen.

- 15.4.** You assume sole responsibility for any guidance, advice or results obtained from the use of the Platform, the SkiYodl Services, the Booked Services, the Documentation and the Data by you, and for or the conclusions drawn from such use and any Bookings placed by you. SkiYodl shall have no liability for any damage caused by errors or omissions in any incorrect Bookings, Customer Materials, information or instructions provided to SkiYodl by you in connection with the SkiYodl Services, the Booked Services or any actions taken by SkiYodl at your direction.
- 15.5.** The Platform, the SkiYodl Services, the Booked Services, the Documentation and the Data are provided to you on an “as is” basis, however, we will use reasonable endeavours to provide you with current and accurate data. Notwithstanding any other provision, we will not be liable if any Data is not current or accurate at any time.
- 15.6.** You acknowledge and agree that neither we nor any of our employees, officers, agents, representatives and/subcontractors endorse the accuracy or reliability of any advice, opinion, statement or other information displayed, uploaded or distributed through the Platform and/or any of the Platform by us, by any Partner and/or by any other person or entity. We shall not be responsible or liable for the content of such materials and/or the conduct of other users (whether offline or online). You are strongly advised to use caution and common sense when using the Platform and in meeting people following contact made through the Platform.
- 15.7.** You acknowledge that SkiYodl and its employees, officers, agents, representatives and/subcontractors do not pre-screen content, but that we (and those authorised by us) have the right (but not the obligation) in our sole discretion to refuse, edit, move and/or remove any content that is made available on or through the Platform.
- 15.8.** We do not control content posted on and/or disseminated through review pages, chat boards or community forums on the Platform and, as such, do not guarantee the accuracy, integrity or quality of any such content. You understand that by using the Platform, you may be exposed to content that is offensive, indecent or objectionable. Under no circumstances will we be liable in any way for any content including for any errors or omissions in any content and/or for any loss and/or damage of any kind incurred as a result of the use of any content posted, emailed or otherwise disseminated and/or transmitted through the review pages, chat boards or community forums on the Platform.
- 15.9.** Subject to clause 15.10, our total liability to you in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising under or in connection with this Agreement will be limited to either:
- 15.9.1. where you have not placed a Booking, £1,00; or
- 15.9.2. where you have placed a Booking, 10% of the Booking Fees under the Booking giving rise to such liability.
- 15.10.** Nothing in this Agreement limits or excludes the liability of either party: (i) for death or personal injury resulting from negligence; (ii) for any damage or liability incurred by a party as a result of fraud or fraudulent misrepresentation by the other party; (iii) under any indemnity in this Agreement; or (iv) for any other liability which cannot be excluded by law.
- 15.11.** SkiYodl makes no representation that materials or information on the Platform are appropriate or available for use in locations outside England and Wales and accessing or using the Platform from territories where its contents are illegal or unlawful is prohibited. If you choose to access the Platform from locations outside of England and Wales, you do so on your own initiative and are responsible for your compliance with local laws.
- 15.12. PLEASE NOTE: SkiYodl is not responsible or liable for the provision of the Booked Services and the Customer acknowledges and agrees that any issues with the Booked Services must be dealt with by the Customer and the applicable Partner pursuant to the relevant Partner Terms.**

16. Termination

- 16.1.** We may terminate or suspend (at our sole discretion) this Agreement immediately by providing notice to you if you breach any of the Licence Restrictions or the Acceptable Use Restrictions. This will not affect any Booking that you have already placed (and which has been accepted by us), but may affect your ability to use the Platform for future Bookings.
- 16.2.** We may also immediately terminate your right to access and/or use the Platform if:
- 16.2.1. you breach the terms of this Agreement;
- 16.2.2. any information which you provide to us is inaccurate;
- 16.2.3. we decide, in our sole discretion, that you have abandoned your account;
- 16.2.4. we decide, in our sole discretion, to discontinue operating, maintaining and/or offering all or any of the Platform; and/
- or
- 16.2.5. you act in a manner which we decide, in our sole discretion, to be fraudulent and/or contravene any applicable anti money laundering legislation.
- 16.3.** We shall not be liable to you or any third party for termination of your account on the Platform.
- 16.4.** Termination of your access to the Platform by us shall be without prejudice to any other rights and/or remedies that we may have including any and all claims under any indemnity set out in this Agreement and/or any and all claims for damages in respect of any loss suffered as a result of breach of any of this Agreement by you.
- 16.5.** You may at any time, and with or without cause, terminate your registration with the Platform by cancelling your account via your 'Account' page and notifying us of that cancellation.
- 16.6.** On termination for any reason:
- 16.6.1. all rights granted to you under this Agreement shall cease;
- 16.6.2. you must immediately cease all activities authorised by this Agreement; and
- 16.6.3. any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination shall not be affected or prejudiced.
- 16.7.** If, for whatever reason, our relationship with a Partner is restricted, suspended or terminated which affects our ability to provide the Platform, the SkiYodl Services, the Data or a Booking, we will notify you in writing and use reasonable endeavours to re-commence the Platform, the SkiYodl Services, the provision of the Data and offer an alternative Booking as soon as possible. However, we will have no liability to you for any interruptions or termination of the Platform, SkiYodl Services or the Booked Services.
- 16.8.** The suspension or cancellation of your account and your right to use the Platform shall not affect either party's rights or liabilities.
- 16.9.** Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect.

17. Communication Between Us

- 17.1.** If you wish to contact us in writing, or if any condition in this Agreement requires you to give us notice in writing, you can send this to us by e-mail to info@skiyodl.com.
- 17.2.** Subject to clause 17.3, if we have to contact you or give you notice in writing, we will do so by e-mail to the address you provide to us in your request for the Platform.
- 17.3.** All legal notices (i.e. notices not related to the provision of the SkiYodl Services) must be in writing and are deemed given when mailed by registered or certified mail, return receipt requested, to the other party's address (or such other address notified to the other party in writing from time to time). It is agreed that serving notice by email or fax will not be an effective method of providing notice of a claim under this Agreement. For the avoidance of doubt, termination notices may be provided by email.

18. Events Outside Our Control (Force Majeure)

- 18.1.** Neither party shall in any circumstances have any liability to the other party under this Agreement if it is prevented from, or delayed in, performing its obligations under this Agreement or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes or illness involving the workforce of SkiYodl, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors. If the force majeure event continues for a period of four weeks or more, the unaffected party may terminate this Agreement with immediate effect by providing the other party with written notice.

19. Miscellaneous

- 19.1.** This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that are not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.
- 19.2.** Subject to clause 3, no variation of this Agreement will be effective unless it is in writing and signed by the authorised representatives of the parties.
- 19.3.** No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy. The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.
- 19.4.** You shall not, without the prior written consent of SkiYodl, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement. SkiYodl may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.
- 19.5.** Nothing in this Agreement is intended to or shall operate to create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including without limitation the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
- 19.6.** No one other than a party to this Agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.
- 19.7.** If any provision or part-provision of this Agreement is or become invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.
- 19.8.** This Agreement is drafted in the English language. If this Agreement is translated into any other language, the English language version shall prevail
- 19.9.** If you have any issues with our services, please contact us at info@skiyodl.com. Please note that the European Commission has established the ODR Platform, which is available at <http://ec.europa.eu/consumers/odr/>, as a potential means of resolving disputes.

20. Law and Jurisdiction

- 20.1.** This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including without limitation non-contractual disputes or claims) are governed by English law and the parties irrevocably submit to the exclusive jurisdiction of the English courts.