

# TERME AND CONDITIONS

## TRAVLOCALS

### - CLIENTS -

**Last update: 25.04.2023**

- i. These terms and conditions (the "**Terms**") set out the provisions governing:
  - a. the access to and use of our platform available at the URL address [www.travlocals.com](http://www.travlocals.com) (the "**Platform**");
  - b. the reservation for accommodation, travel services and travel experiences on the Platform by Clients.
- ii. Please read these Terms carefully as they contain important information about your rights and obligations. These Terms include various limitations and exclusions, setting out our liability, jurisdiction over dispute resolution, and the law applicable to the services we provide.
- iii. These Terms are an agreement between:
  - a. you (i) as a natural or legal person, respectively the representative of a legal person that reserves an accommodation for travel purposes or other travel experiences; or (ii) as a user who merely navigates through the Platform (in either case being considered a "**User**"), and
  - b. **TRAVLOCALS PROMO S.R.L.**, a company established and organized according to the laws of Romania, having its headquarters at 15 General Marin Ionescu Street, 2nd Room, Pitești, Argeș County, registered with the Trade Registry under no. J03/1121/2019, Tax Code 40956886, ("**Travlocals**", "**Us**" and/or "**us**").
- iv. The Platform may only be used if you accept the Terms as presented to you, either by checking the appropriate checkbox on the Platform or, if you are a User within the meaning of point iii. a. (ii) above, by simply using the Platform.
- v. Before using the Platform as a Client, you will need to expressly accept the Terms.
- vi. If you use the Platform on behalf of a company, you confirm that you have the right to accept these Terms on behalf of that company and that you have been granted power of attorney by it. In such a case, any references to "you" in these Terms shall refer to the company you represent (unless they may also be applicable to you as an individual).
- vii. We have the right to change these Terms at any time. If we make changes to the Terms, we will publish the updated version of the Terms on the Platform, update the date of the "*last update*" indicated at the top of these Terms and inform you accordingly by e-mail and/or by publishing a notice on the Platform.
- viii. Some services, contests, offers or functionalities provided through the Platform might be subject to different terms, in which case those special terms will be published in a visible place or will be indicated as such in these Terms. Those terms may be accessed and read before using the service, contest, offer or functionality thereof.

ix. If you do not agree with these Terms, please: (i) do not create a User Account; and/or (ii) stop using the Platform.

If you have any questions about these Terms, you can write to us at any time at the email address indicated in the *Communications* section below.

## 1. DEFINITIONS

The following terms will have the meaning set out below, both in their singular and plural form:

**"Accommodation"** means any and all accommodation / hosting services offered through the Platform by the Hosts;

**"Client"** means the natural or legal person who makes a reservation for Accommodation and/or Experience through the Platform;

**"Account"** or **"User Account"** means the User account that you must create and to which you must log in in order to use the Services available on the Platform;

**"Content"** means any information made available by you on the Platform, directly or indirectly, including without limitation the profile information and any of the data collected by the Platform regarding your current or previous reservations;

**"Intellectual Property Rights"** means any intellectual and/or industrial property rights as defined everywhere in the world, including but not limited to: copyright and related rights, patent rights, rights relating to utility models, trademarks, geographical indications rights, rights over industrial models and designs, sui generis rights relating to databases, rights relating to domain names and data of access to computer program accounts, rights relating to confidential information, rights over trade secrets, trade names and know-how, as well as any other intellectual and/or industrial property rights and other similar or equivalent rights (registered or not registered) which exists or might exist worldwide;

**"Experiences"** means any and all travel experience services offered through the Platform by the Hosts (for example, guided tours, wine, cheeses and any other food tastings, SPA, motorhomes rentals);

**"Provider"**, **"We"** and/or **"we"** means Travlocals, with the details indicated on the first page of these Terms;

**"Host"** means the natural or legal persons who hold the necessary rights to manage the properties registered on the Platform, to provide Accommodation services and/or to provide Experience services;

**"Location"** means the space / premises offered by the Host, within the property administered by the Host, for the period selected by a User through the Platform;

**"Host Page"** means the web page within the Platform created and managed by the Host;

**"Service"** means any and all services and functionalities related to the services we offer in connection with the Platform;

**"Third Party Services"** consists of additional services used by Us to maintain and maintain the functionality of the Platform or to be able to provide you with all the functionalities of the Platform. Third parties may have separate or additional terms and conditions, and Travlocals cannot be held liable for the legal effects of those terms and conditions;

**"User"** and/or **"you"** means the natural or legal person who accesses / navigates through the Platform, as well as the registered Users who have access to the Platform Services;

All capitalized terms have the meaning stated when they are first used or, where appropriate, defined for the first time.

## 2. GENERAL ASPECTS REGARDING THE PLATFORM AND ITS USE

- 2.1. The Platform can be used as an online reservation platform, through which Travlocals facilitates the conclusion of a contract for the respective travel Accommodation

services and/or Experience services between the Client and the Host, Travlocals being a simple intermediary / agent (Romanian, „*intermediar*”).

- 2.2. The Platform can be accessed by any person over the age of 18, for information purposes regarding the content and / or for the purpose of registering and creating an Account. However, art 11.1 below remains applicable.
- 2.3. Acting as an intermediary / agent, the Platform aims to connect Hosts and Clients and facilitate the reservations for Accommodations and/or Experiences. Through the Platform, we want to offer our Clients the opportunity to discover and reserve Accommodations and/or Experiences made available by the Hosts registered on the Platform. At the same time, the Platform offers the possibility to the Hosts to market and promote their services in connection with the Accommodations they manage and/or the Experiences they offer.
- 2.4. By making a reservation for Accommodation and/or Experiences as a Client, you enter into a contractual relationship with the Host. We act solely as an intermediary / agent between you, as the Client, and the Host, unless these Terms provide otherwise.
- 2.5. The Platform is a marketplace where accommodation services available in the form of Accommodations and Experience services are manually chosen by us to be published on the Platform. The Hosts expressly assume the responsibility for all services they provide to the Client.
- 2.6. Travlocals does not provide the Services in the name and on behalf of the Hosts, and therefore Travlocals is not or will not become a real estate broker or an insurer of the Hosts' activity.

### **3. CREATING AND USING THE USER ACCOUNT**

#### **Creating a User Account**

- 3.1. In order to have access to certain functionalities of the Platform, you may need to register and create an Account.
- 3.2. In order to create an Account, you need to enter certain data, such as your email address. The information you provide must be accurate, current, and complete and must belong to you. You may not create an Account using personal information of third parties unless you are expressly empowered to do so. In the absence of such a power of attorney, we will suspend your Account until you submit a proof of the authorization of the personal information holder (in case we are notified of the unlawful use of information by its holder).
- 3.3. In order to create an Account, you must be at least 18 years old as we will ask you to confirm at the time of creating your Account. Accounts registered through "robots" or other automated means are not allowed and will be deleted without any prior notice.
- 3.4. By creating a User Account, you state and warrant that:
  - i. As an individual (natural person) Client, you may enter into a valid contract with the Hosts, as the case may be, and you will comply with these Terms, as well as with all applicable local, national and international legal provisions, rules and regulations.

- ii. As a representative of a Client who is a legal person, you have been legally authorized to represent the company and you have been given the necessary powers of attorney to validly engage the Client and both you and those represented will comply with these Terms, as well as with all applicable local, national and international legal provisions, rules and regulations.
- 3.5. After creating the Account, you have the possibility to fill in the profile with certain details (for example, address, profile photo, etc.).

### **Using the User Account**

- 3.6. Every time you use your Account, you must take the following security measures: (i) choose a secure password; (ii) maintain and update promptly, as appropriate, the information in your Account; (iii) protect your Account data and access to it.
- 3.7. In case of a reasonable doubt that any information provided by you is wrong, untrue, outdated, or incomplete, we have the right to send you a notification (in the Platform and/or by email) to ask you to solve the error or we might limit all or part of your access to the Account, as the case may be. You have the obligation to keep up to date all the information provided within the Account and to make any necessary changes as soon as possible after any change occurred, without Us having to inform you in advance and / or constantly about this obligation.
- 3.8. If there is a suspicion of unauthorized use or you become aware of any unauthorized use of your Account or any part of it or any other security breach, you must immediately notify Us at the email address indicated in the *Communications* section below. Travlocals is not liable for any loss or damage resulting from your failure to comply with the security obligations or best practices indicated in these Terms.
- 3.9. It is not allowed the use of the Account by several persons jointly, without prior written notice to Travlocals in this regard.
- 3.10. You understand and agree that you are responsible for all activities that are carried out in the User Account, and, to the maximum extent permitted by law, you accept all risks of any authorized or unauthorized access to your Account.

## **4. YOUR RIGHTS AND OBLIGATIONS AS A USER**

### **Users' Rights**

- 4.1. By confirmed registration and creation of an Account, Travlocals grants you a free-of-charge license (without the need to pay a price for simply accessing the Platform), worldwide, non-transferable, non-exclusive, revocable and without the possibility of sub-licensing, to access and use the Platform, valid for the period during which the Account is active. This license is granted for the sole purpose of allowing you to use the Platform as permitted by the Terms.
- 4.2. The license granted will be suspended if the Account will be suspended and will cease if the Account is deleted, regardless of whether the deletion takes place as a result of a Travlocals decision or your decision.

### **Users' Obligations**

- 4.3. The Platform is a computer program associated with a website, available in a Platform-as-a-Service system (which does not require the installation of additional

components on a local device to run) built and managed by Travlocals and which can be used strictly for the purpose described in section 2 above. Therefore, you are allowed to use the Platform in connection with this purpose.

- 4.4. You are not permitted to use the Platform for illegal, immoral, or unauthorized purposes and/or activities. In using the Service or Platform, you must ensure that you do not break any applicable law.
- 4.5. You are responsible for all Content you create, transmit and/or distribute through the Platform. In this regard, when using the Platform, you must not:
  - i. upload any Content that might infringe the Intellectual Property Rights of third parties, Travlocals or other Users;
  - ii. use identity elements belonging to other people, without their consent or a power of attorney from them;
  - iii. upload any Content that might be considered hate speech, threats, sexually explicit or pornographic, incites to violence, or contains nudity or graphic or suggested violence;
  - iv. upload any Content that promotes racism, fanaticism, hatred or physical harm of any kind against any group or individual, is unlawful or that might constitute, encourage or provide instructions for committing a crime, or that violates the rights of any person, violates any right conferred by legislation or a contract, or otherwise creates any damage;
  - v. commits acts of verbal, physical, written or other abuse (including threats of abuse or retaliation) against other Users;
  - vi. use another User's Account without their consent;
  - vii. use a credit, debit card or other financial data that does not belong to you or for which you have not obtained the consent of use from their owner, you enter the data contained by them on the Platform or you make a payment on the Platform with them;
- 4.6. Travlocals has the right to remove the Content and delete the Accounts that present Content that falls under the above cases or that otherwise violate these Terms.
- 4.7. You are solely responsible for your own behaviour while accessing and using the Platform. You also agree to use the Platform only for purposes that are lawful and in accordance with these Terms and any applicable law. You agree that you will not conduct or allow any third party to conduct, including, but not limited to, any of the following activities:
  - i. using the Platform for any purpose unlawful or unauthorized by Us, or involving, encouraging or promoting any activity that is illegal or in violation of these Terms or any other rules or policies established by Us and communicated to you, including without limitation the use of the Platform for your own commercial purposes unrelated to the purposes described in section 2 above;
  - ii. using the Platform to violate the legal or contractual rights and legitimate interests of third parties, including, but not limited to, by transmitting or

- otherwise making available through the Platform Content that infringes the Intellectual Property Rights of any third party;
- iii. the removal of any mention of the existence of Intellectual Property Rights that We own in connection with the Platform;
  - iv. modifying, adapting the Platform or modifying or creating a computer program similar to or identical to the Platform, irrespective if you suggest or not the existence of an association with the Platform or an agreement between you and Us regarding the creation and/or commercialization of that computer program;
  - v. performing phishing, cracking, hacking or similar activities that endanger the Platform and/or its Users, the hosting server, the security of information and any elements that we might hold and use to operate the Platform;
  - vi. reproduction, copying, sale, resale or exploitation of any portion of the Platform and/or the Service, use of the Platform and/or Service or access to the Platform and/or Service in ways other than for the purposes indicated in section 2 of these Terms, without the express prior written permission of Travlocals;
  - vii. uploading, hosting or transmitting unsolicited Content, including without limitation unsolicited e-mails, SMS or spam using and/or on behalf of and/or in the name of the Platform and/or the Service;
  - viii. the transmission and/or use of any viruses, corrupted files or any computer program or part thereof, of a destructive nature or potentially destructive to the Platform or the Service;
  - ix. registration on the Platform on behalf of a legal person, without having the right to represent that legal person.
- 4.8. You are solely responsible for maintaining the security of your Account. Travlocals will not be liable for any loss or damage caused by your failure to comply with this security obligation.
- 4.9. You understand and accept that, when using the Platform, you are not permitted to use any technical and technological method to gain access to the server and/or computer programs used by us to operate the Platform or to upload on the Platform oversized Content and/or to interfere in any way in the operation of the Platform or to cause malfunctions thereof. If we have a reasonable suspicion or find that the Platform has viruses, malware, or any other automated phishing methods as a result of your activity, we have the right to restrict your access to the Platform and obtain indemnities from you.
- 4.10. If you choose to create an Account using a pre-existing account that you own as part of a service operated by a third party (for example, Facebook or Google) or to subsequently associate your Account with an account of the type indicated above, your personal data from those accounts will be used to create your Account.
- 4.11. More details on how we use this data are available in the privacy policy available here: [\[link\]](#).

- 4.12. You can request the deletion of your Account at any time by contacting Travlocals at the email address indicated in the *Communications* section below.

### **Platform Functionalities**

- 4.13. While using the Platform as a User, you have the possibility to perform at any time any of the following actions:
- i. create an Account for Client or request to create an Account for Host;
  - ii. filtering offers, according to certain criteria such as location, price, availability, facilities, number of guests, type of Accommodation;
  - iii. searching for offers according to a *Search as I move the map* interactive map;
  - iv. adding the favourite offers to the Wishlist and sharing offers (this functionality is only available within the User Account);
  - v. receiving SMS notifications: reservation acceptance, reply from Host, cancellation of reservation (this functionality is only available within the User Account);
  - vi. changing the language / currency in which the offers and the related tariffs are displayed on the Platform;
  - vii. reporting various problems or proposals to Us through the contact form;
  - viii. other functionalities as they are introduced from time to time by Us.

## **5. SPECIAL PROVISIONS APPLICABLE TO CLIENTS**

### **Conditions for using the Platform**

- 5.1. In order to use the Platform as a Client, you must be a natural person who has reached the age of 18 or a duly incorporated legal person and accept these Terms when you are notified thereof.
- 5.2. You understand and agree that Travlocals has the right, in its sole discretion, to prevent you from using the Platform as a Client by blocking the creation of an Account.
- 5.3. You understand and agree that by using the Platform as a Client and, as the case may be, by making a reservation for an Accommodation and/or Experience, you confirm that you have the right to act in this regard, either in your own name or in the name and on behalf of another person.

### **Making a reservation for an Accommodation and/or Experience**

- 5.4. To book an Accommodation and/or Experience, you need to follow a number of steps:
- (a) have an active Account;
  - (b) select the Accommodation and/or Experience and the period for which you wish to reserve it/them;
  - (c) request a reservation confirmation for the Accommodation and/or Experience and also pay the price (otherwise it will be cancelled);
- 5.5. After requesting a reservation confirmation (para. 5.4 (c) above), as a rule, the Host must either accept or, on a reasoned basis, reject the reservation request. Only the



confirmation email marks the completion of your reservation, and making the reservation request does not equate to a confirmation.

- 5.6. By way of exception from art. 5.5., there are also Accommodations and/or Experiences for which the reservation can be made without the need for the Host's confirmation (Accommodations and/or Experiences that are reserved directly, without the need for Host's confirmation). These Accommodations and/or Experiences are indicated accordingly.
- 5.7. It is your responsibility to inform the Host of the arrival time, especially if you intend to arrive late, in order to avoid misunderstandings about the certainty of your arrival, which may lead to the cancellation of the reservation. Travlocals is not liable for the lack of communication between you and the Host.
- 5.8. You can cancel the reservation before the start date of the reservation depending on the Host's own cancellation policy, which was made available on the Platform by the Host and which was valid at the time of making the reservation.
- 5.9. After you make your reservation request, you will receive an email/SMS notification when the Host accepts/rejects the request. If within 24 (twenty-four) hours as of your request you do not receive any notification from the Host, the reservation request is deemed expired (it will no longer produce effects).
- 5.10. The Client will have the possibility to communicate also through a direct chat with the Host, offered through the Platform. Use of chat prior to making a reservation for an Accommodation and/or Experience is subject to limitations/restrictions on the use of words/texts regarding the Host's contact information. Travlocals will be able to perform a check of the messages sent as part of the reservations to ensure that the obligations imposed on the Hosts are complied with.

#### **Price of Accommodations and/or Experiences and Payment**

- 5.11. The Platform is free-of-charge for Clients. Each Client has a contractual relationship with the Host who operates the Accommodation and/or Experience that the Client reserves. As such, any payment will be made only for the benefit of the Host. However, we provide the possibility for payment to be made through our Platform.
- 5.12. When you enter into the contract with the Host, the prices, check-in and check-out rules, cancellation or delay policy, refund policy, overbooking procedure and any other information relating to the Accommodation and/or Experience you reserve are determined and managed by the Hosts.
- 5.13. By making a reservation for an Accommodation and/or Experience using the Platform, you accept and agree to the Host's cancellation / no-show policy (as available in the Host Page at the time of making reservation), which can be found on the Platform. As a rule:
  - a) when the cancellation is free of charge, you will receive back in full the amount paid by you, via the same payment method as you used at the time of marking the reservation, without charging or retaining any additional cost to the Client;
  - b) when the cancellation is partially free of charge, you will be reimbursed only a part of the amount paid by you, via the same payment method as you used at

the time of making the reservation, without charging or withholding any additional cost to the Client.

- 5.14. The rates applicable to an Accommodation and/or Experience are set by the Hosts and vary depending on each Accommodation and/or Experience and its duration and are available next to each Accommodation and/or Experience available on the Platform.
- 5.15. The prices displayed in the Platform include VAT, unless it is expressly mentioned that the prices do not include VAT. Holiday vouchers may not be used to pay for an Accommodation and/or Experience.
- 5.16. To make a reservation it is necessary to have a valid card in order to make the payment. You will pay the price of a reservation to Travlocals via the Platform, which uses an authorized payment processor.
- 5.17. By accepting these Terms, you agree that Travlocals acts as a proxy (representative) of the Host to collect the amount of money relating to a reservation and to transfer it further to the Host.

## **6. OUR INTELLECTUAL PROPERTY. OUR RIGHTS TO THE CONTENT**

- 6.1. 'Travlocals' is a trademark registered at European level. Travlocals is the owner of all Intellectual Property Rights over the Platform and its contents, except for the Content. The Platform may contain elements over which the Intellectual Property Rights belong to third parties.
- 6.2. As a User, you undertake to respect Travlocals' Intellectual Property Rights, under the sanctions provided by law. Any use of the Platform, other than as expressly authorized in these Terms, without Travlocals' prior written permission, is strictly prohibited. Unless expressly stated by Travlocals and/or otherwise provided for in these Terms, nothing shall be construed as conferring any license to any Intellectual Property Rights or as a transfer of such rights.
- 6.3. If you publish Content, you grant us a non-exclusive, free-of-charge, for an unlimited period of time, worldwide license for all Intellectual Property Rights over the Content. By submitting and/or uploading the Content to the Platform, you understand and agree that the Platform has the right to publish, republish and maintain the Content on the Platform, for the duration of the Platform's existence, independently of the existence and/or activity of your Account.
- 6.4. The Content may be used by Travlocals without any material compensation for you, for marketing and P.R. purposes, for the promotion of the Platform or for statistical purposes. The retrieval of any information, data, images from the Platform (except the Content) for the purpose of republication, total or partial distribution or for any other purpose without Travlocals' prior written consent is prohibited and is sanctioned under the applicable laws.

## **7. INDEMNITIES**

- 7.1. You agree to indemnify Us and any of our employees, licensors, suppliers or partners against any claims, damages, payments, fines, court decisions, debts, losses, costs and expenses of any kind or nature, including dispute costs, legal fees and attorneys' fees arising out of or in any way related to (i) the use of the Platform; (ii) breach of these

Terms or the rights of any third party; or (iii) violation of applicable laws in connection with the access or use of the Platform.

## **8. WARRANTIES AND LIMITATION OF LIABILITY**

- 8.1. TravlocaIs acts solely as an online service intermediary / agent and is not involved in providing the Accommodation and/or Experiences services between the Host and the Clients. As a result, TravlocaIs is not responsible for (i) the quality, safety, legality, truth or accuracy of User Content, (ii) the Hosts' right to provide the services posted on the Platform, or (iii) the right of Clients to reserve for an Accommodation and/or Experience.
- 8.2. TravlocaIs cannot be held liable for the truthfulness, correctness, validity of the information or for errors and omissions of the Content or for the provision of other third parties' personal data by Clients/Hosts/Users without their prior consent. Even if TravlocaIs has the right to remove, in its sole discretion, the Content, we do not undertake any obligation to do so and, to the maximum extent permitted by law, we assume no liability or obligation for how we decide to remove or not these elements.
- 8.3. We do not warrant that (i) the Service and/or the Platform will meet your specific requirements, (ii) the Service and/or the Platform will be provided in a timely, secure or error-free manner, (iii) the results that may be obtained from the use of the Service and/or the Platform will be of a certain quality standard, (iv) the quality of any products, services, information or other goods purchased or obtained by you through the Platform will meet your expectations, nor that (v) all errors on the Platform will be corrected within a certain time limit.
- 8.4. You agree that, to the maximum extent permitted by applicable law, TravlocaIs shall not be liable to you or to any other third party for any direct or indirect or incidental damages, including, but not limited to, actual loss and loss of profits or other intangible losses resulting from loss of profits, (regardless of whether they are borne directly or indirectly); loss of reputation of the business, the cost of purchases of substitute goods or services; or any other loss, arising out of or in connection with the Platform, regardless of the form of liability (contractual or tort).
- 8.5. You agree that we will not be liable for any breach or delay in the performance of our obligations resulting from any situation beyond our reasonable control, including, but not limited to, acts or omissions of third parties, earthquake, fire, flooding, or technical malfunctions (Internet connection, access to the server etc.).
- 8.6. At the same time, TravlocaIs is not responsible for: the identity of the Users who register, the identity or identification data of the Hosts, their professional experience, the quality of the services provided, the legality of the services provided and the existence of the necessary approvals, authorizations, licenses or certifications to be provided and generally for any other aspect relating to the direct or indirect relations between the Clients and the Hosts. TravlocaIs shall not be liable for any loss or damage that may result from the non-fulfilment of any obligations undertaken by any User, from the impossibility of using the Platform or the services offered by the Hosts or from the misinterpretation of the content on the Platform. TravlocaIs shall not be liable for any loss or damage that may result from the failure to comply with any obligations assumed by any User.

- 8.7. You understand that the Platform is Internet-based, and you understand and accept the inherent security risks associated with such applications and websites, including, but not limited to, the risk of losing Internet connections, the risk of hardware or software failure and the risk of unauthorized third-party access to your User Account. Thus, you agree that we have no liability for any failures, communication failures, delays, errors, or any breach of security. We are under no obligation to provide technical support, but we will try to remedy any errors related to the operation of the Platform within a reasonable time.

## **9. THIRD-PARTIES SITES**

- 9.1. The Platform may contain links (URL links) to third-party websites or resources. These links (URL links) to third-party pages are provided for information purposes only. In any case, in particular because of the volatile nature of the information on the Internet, Travlocals cannot control the nature or content of these external sources and is therefore not responsible or liable for the use or unavailability of third-party websites, nor for the content or other materials available on third-party websites that you may access through our Platform.

## **10. CHANGES TO THE PLATFORM**

- 10.1. Travlocals may, in its sole discretion, with or without prior notice and at any time, modify or discontinue, temporarily or permanently, any part or functionality of the Platform.
- 10.2. In no event shall Travlocals be liable for restricting or disabling access to any part or functionality of the Platform.

## **11. SUSPENSION OR RESTRICTION OF ACCESS TO THE PLATFORM**

- 11.1. Travlocals has the right to terminate or, at its sole discretion, to suspend access to the Platform for a period of 30 (thirty) calendar days of any person who does not comply with the provisions of the Terms or the provisions of the legislation in force, including, but not limited to, in the following cases:
- a) Travlocals notes that a Client has more than 3 (three) cancellations calculated within 90 (ninety) calendar days;
  - b) Based on the negative reviews from Hosts.
- 11.2. In case of deletion of your Account, no further amounts will be charged to your credit/debit card, unless you have any amount unpaid in connection with the use of the Service. In addition, if your Account is closed, you will no longer be able to use the Service.
- 11.3. You also have the possibility to request the deletion of the User Account and, in such a case, all the information in the Account will be deleted. In this case, if you have pending Accommodation and/or Experiences reservations, you can cancel them in accordance with Hosts' cancellation policies. For clarity, we will not refund you any amount paid in advance for making a reservation for an Accommodation and/or Experience that, for any reason (including as a result of the Host's cancellation policy), has not been cancelled.

**12. ASSIGNMENT**

12.1. Travlocals may assign these Terms and/or any or all its rights or obligations under these Terms without your consent. All provisions contained in these Terms will be binding on Travlocals' successors and assignees. You may not assign these Terms or any of the rights and/or obligations arising from these Terms to another person or entity without Travlocals' prior consent.

**13. PERSONAL DATA**

13.1. Please refer to our privacy policy for information on how we collect, use, store and disclose your personal data.

**14. SEVERABILITY**

14.1. If any provision of these Terms shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

**15. LACK OF ENFORCEMENT**

15.1. Enforcement of these Terms is solely in our discretion and our failure to enforce any of the provisions in some instances does not constitute a waiver of our right to enforce such provisions in other instances.

**16. GOVERNING LAW. JURISDICTION**

16.1. These Terms will be governed by and construed in accordance with the laws of Romania. Any legal action or proceeding arising under these Terms or relating to the Services provided by Travlocals will be brought exclusively in the courts located in Bucharest, Romania.

**17. COMMUNICATIONS**

17.1. For any information or communications, you can contact us at the following e-mail address: [support@travlocals.com](mailto:support@travlocals.com).