



# Lovetovisit.com

Merchant Agreement v5.1

10 June 2025

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3.10. You will not directly accept Customer cancellations for Tickets purchased through the Platform. All cancellations for Tickets must be made by the Customer directly to us within the applicable cancellation period. We have no obligation to refund Customers who do not contact us to cancel within the applicable cancellation period. .... 17

#### 4. **Payment, rates, charging** ..... 17

The standard success fee upon SCPL selling a ticket is 20% + vat. Payment to the Merchant is made monthly in arrears and is paid out on admission date. .... 17

#### 5. **Tax** ..... 17

The parties are responsible for the payment of any and all taxes due and owing on any payment received under this Agreement. .... 17

#### 6. **Intellectual property** ..... 17

6.1. You acknowledge and agree that we own all intellectual property rights in the Platform, SCPL Technology (as defined in Schedule One), and all other SCPL products and services as you may use from time to time. Unless otherwise stated, your use of the Platform, SCPL Technology and any other products or services provided by SCPL from time to time, is by way of a non – exclusive, perpetual, royalty-free, revocable, transferable license. .... 17

6.2. You hereby grant and agree to grant SCPL a non exclusive, royalty-free, perpetual, irrevocable, transferable, worldwide license to, in its sole discretion, use, curate, reproduce, modify, reformat, create derivative works based upon, publicly display and perform, and otherwise use any and all text, images, videos and other content and materials provided by the Merchant (“the Merchant Materials”) for the purpose of: ..... 17

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6.6.	The Merchant acknowledges and agrees that SCPL shall own all rights, titles and interest in any derivative works of the Merchant Materials created by or on behalf of SCPL after the Effective Date and hereby assigns to SCPL any and all rights, titles and interests that the Merchant may have to such derivative works.....	18
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7.1. The Merchant grants to SCPL the right to, and the right to authorise its Platform to, use and display the Merchant's and its Experiences' names, logos, marks and trademarks and to display any third party names, logos, marks and trademarks used by the Merchant with respect to the Experiences (collectively, all of the foregoing the "**Marks**"), in each case for the purposes of advertising the availability of the Tickets for Experiences and marketing and promoting the Tickets/Experiences through the Platform. Further, SCPL may issue a press release, advertisement or public statement that references the Merchant, the relationship of the parties, and the Merchant's Experiences without the Merchant's prior written consent if such press release, advertisement or public statement includes the Merchant in a list of other companies that have similar relationships with SCPL. The Merchant represents and warrants that it has all rights and licenses required to grant SCPL the rights granted in this Section 7. .... 18

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## 8. **Confidentiality**..... 18

8.1. Any information disclosed by or on behalf of one party to the other party during the period that this Agreement is enforced that is identified as being proprietary and/or confidential or that, by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary and/or confidential, including, without limitation, all information pertaining to payment, commissions and margins, the volume of bookings, the Platform, SCPL Technology (as defined in Schedule One), and the terms of this Agreement, are "**Confidential Information.**" ..... 18

8.2. The party receiving Confidential Information of the disclosing party will maintain safeguards against its destruction, loss, alteration or disclosure, which safeguards shall be consistent with industry best practices and no less rigorous than the protections afforded by the receiving party to its own proprietary information and will not, during or after the termination or expiration of this Agreement: ..... 19

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insured. Such insurance carried by the Merchant will be primary to any insurance carried by SCPL.

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9.3. Notwithstanding the foregoing, SCPL reserves the right to require specific additional coverage or increased coverage, or to waive the foregoing insurance requirements, based on the Merchant's Experience offerings, and the Merchant will maintain its insurance at such levels upon SCPL's request (which may be made by e-mail). SCPL does not represent that the coverage it may require will be adequate to protect the Merchant and such coverage and limits will not be deemed to be a limitation on the Merchant's liability to SCPL, if any, arising under this

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9.4. If the Merchant fails to comply with the foregoing requirements, and fails to cure such failure within fifteen (15) days from receipt of SCPL's written notice, SCPL may elect to either: . 20

9.4.1. notify Supplier of a Deactivation or ..... 20

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10. **Indemnity**..... 20

10.1. The Merchant will indemnify SCPL against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties, legal costs and all other reasonable professional costs and expenses) suffered or incurred by SCPL arising out of, or in connection with, any breach of this Agreement, or in connection with any third party claim, action, demand or investigation brought against SCPL directly or indirectly arising out of or relating to: ..... 20

10.1.1. The Merchant's activities, operations, products or services, including without limitation in connection with providing the Experience to Customers; ..... 20

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# The Social Commerce Platform Limited General Terms and Conditions for Merchants

Version: 4.3

## 1. Introduction

- 1.1. This Supplier Agreement (the “Agreement”) is between you (“the Merchant”, “you”, “your”) and the Social Commerce Platform Limited (“SCPL”, “us”, “our”, “we”).
- 1.2. We are a company registered in England and Wales under company number: 13386956 and have our registered office at BizSpace, Trafalgar House, 05 Fitzalan Place, Cardiff, CF24 0ED. Our VAT number is 387 0710 83
- 1.3. We can be contacted either in writing at our registered office address outlined above, or via email on [enquiries@lovetovisit.com](mailto:enquiries@lovetovisit.com) or by telephone on 029 2252 5683.
- 1.4. You agree to provide certain attraction entry, event entry, tours, experiences, activities, excursions and other related services (“Experiences”) that we may distribute tickets, vouchers, redeemable coupons and products (“Tickets”, “Inventory”) for through our online distribution channel [www.lovetovisit.com](http://www.lovetovisit.com) and our affiliate network (“the website”, “the Platform”), for purchase by end customers (“Customers”) all as described further in this Agreement.
- 1.5. This Agreement is effective as of the date at which the terms of this Agreement are accepted by you (“the Effective Date”) and will remain in effect until terminated in accordance with this Agreement (see clause 14 below).

## 2. Our obligations

- 2.1. We will grant access, in accordance with Schedule One to this Agreement, to the SCPL Technology (as defined in Schedule One) for the purposes of facilitating your use of the Platform.
- 2.2. We will make payment of any monies owing under this Agreement in accordance with our payment terms agreed with you, your supplier or your agents.
- 2.3. We will advertise, market and promote the Experiences, for which Tickets and Inventory may be purchased through the Platform, on the Platform. We will have sole discretion over advertisement placement on the Platform.

## 3. Your obligations

- 3.1. You agree to be bound by Schedule One to this Agreement.

- 3.2. You will allow SCPL, through its Platform or other relevant technology, access to any of your online technology including, but not limited to, your Application Programming Interface, social media content and web content, to allow SCPL to provide Tickets and Inventory to Customers through the Platform. For further information on the operational use of technology see Schedule One.
- 3.3. You will ensure that all Experiences for which Tickets and Inventory are available for purchase by the Customer on the Platform are available for booking by Customers with parity of costs for other sale channels that you use to distribute your product.
- 3.4. You will accept Tickets purchased by Customers through, and issued by, the Platform and will allow Customers to gain entry to, or otherwise participate in, the Experience for which the Ticket was purchased by the Customer whilst the Ticket remains valid.
- 3.5. You will fulfil all Experience purchases (e.g. for which Tickets are issued) made, prior to the termination of this Agreement, by Customers whilst the Ticket remains valid unless requested otherwise by SCPL. Notwithstanding this, SCPL reserves the right in its sole discretion to cancel unused Tickets in circumstances where SCPL believes it is in the best interest of the Customer.
- 3.6. You will investigate, respond to and deal with, within a reasonable timeframe, any complaints made by a Customer about an Experience.
  - 3.6.1. Complaints relating to the provision of the Experience, which was attended by a Customer, or for which the Customer has purchased Tickets or Inventory will be initially investigated by SCPL.
- 3.7. For each Experience you provide for which Tickets are made available on the Platform:
  - 3.7.1. you will provide, insofar as is reasonably possible, an accurate description of the Experience including, but not limited to, its price; and
  - 3.7.2. you warrant that any such description does not contain any deliberately false or misleading representations.
    - 3.7.2.1. You warrant to inform SCPL of any inaccuracies in the representation of your experience offering you must inform within 48 hours of the content being published.
- 3.8. If you change, cancel or no longer make available any Experience to a Customer (e.g. a sold out date) in each case after a Customer has booked an Experience through the Platform but before such Customer has attended the Experience, you will offer the Customer an alternative Experience of a similar nature as the Experience originally booked and/or otherwise accommodate such reasonable changes to the date or delivery of the Experience as the Customer may request (e.g. to attend on an alternative date).
- 3.9. In respect of clause 3.8, if a Customer cannot be accommodated to a Customer's reasonable satisfaction then you agree that the Customer may cancel their booking and we may process a



refund for that Customer. In such scenario the Merchant will not be owed and we are not obligated to pay any amounts for that booked Experience and any amounts already paid for such booked Experience may be adjusted on any subsequent payment owed by us. We reserve the right to charge a Merchant reasonable fees related to the foregoing including but not limited to, bank charges and service fees.

- 3.10. You will not directly accept Customer cancellations for Tickets purchased through the Platform. All cancellations for Tickets must be made by the Customer directly to us within the applicable cancellation period. We have no obligation to refund Customers who do not contact us to cancel within the applicable cancellation period.

#### **4. Payment, rates, charging**

The standard success fee upon SCPL selling a ticket is 20% + vat. Payment to the Merchant is made monthly in arrears and is paid out on admission date.

#### **5. Tax**

The parties are responsible for the payment of any and all taxes due and owing on any payment received under this Agreement.

#### **6. Intellectual property**

- 6.1. You acknowledge and agree that we own all intellectual property rights in the Platform, SCPL Technology (as defined in Schedule One), and all other SCPL products and services as you may use from time to time. Unless otherwise stated, your use of the Platform, SCPL Technology and any other products or services provided by SCPL from time to time, is by way of a non – exclusive, perpetual, royalty-free, revocable, transferable license.

- 6.2. You hereby grant and agree to grant SCPL a non exclusive, royalty-free, perpetual, irrevocable, transferable, worldwide license to, in its sole discretion, use, curate, reproduce, modify, reformat, create derivative works based upon, publicly display and perform, and otherwise use any and all text, images, videos and other content and materials provided by the Merchant (“the Merchant Materials”) for the purpose of:

6.2.1. Advertising, marketing, promoting and distributing Tickets and Inventory on or through the Platform;

6.2.2. Advertising, marketing and promoting Experiences on or through the Platform;

6.2.3. Advertising, marketing and promoting the Platform generally;

6.2.4. Performing its obligations under this Agreement.

- 6.3. The Merchant agrees to waive all morals rights as defined in the Copyrights, Designs and Patents Act 1988 in respect of the Merchant Materials.

- 6.4. In exercising its rights granted under clause 6.2, SCPL acknowledges and agrees that it will not use Merchant Materials to advertise, market or promote competitors of the Merchant.

6.5. The Merchant warrants and represents that:

- 6.5.1. It owns, or otherwise has rights sufficient to grant, the rights granted to SCPL in this Agreement with respect to all Merchant Materials provided to SCPL;
- 6.5.2. In granting the rights granted to SCPL under this Agreement, the Merchant is not infringing, misappropriating or otherwise violating the intellectual property rights of any other organisation or corporate (howsoever incorporated).
- 6.5.3. If either party becomes aware of a breach of clause 6.5.2 they will notify the other party within 48 hours.

6.6. The Merchant acknowledges and agrees that SCPL shall own all rights, titles and interest in any derivative works of the Merchant Materials created by or on behalf of SCPL after the Effective Date and hereby assigns to SCPL any and all rights, titles and interests that the Merchant may have to such derivative works.

6.7. The Merchant retains all rights, titles and interests in the Merchant Material provided to SCPL. Except as otherwise stated in this Agreement, the terms of this Agreement do not convey or grant any ownership or other rights of any kind to SCPL in the Merchant Material.

6.8. The Merchant will bear SCPL's legal costs associated with any legal action brought against SCPL as a result of a breach of clause 6.5 above.

**7. Publicity**

- 7.1. The Merchant grants to SCPL the right to, and the right to authorise its Platform to, use and display the Merchant's and its Experiences' names, logos, marks and trademarks and to display any third party names, logos, marks and trademarks used by the Merchant with respect to the Experiences (collectively, all of the foregoing the "**Marks**"), in each case for the purposes of advertising the availability of the Tickets for Experiences and marketing and promoting the Tickets/Experiences through the Platform. Further, SCPL may issue a press release, advertisement or public statement that references the Merchant, the relationship of the parties, and the Merchant's Experiences without the Merchant's prior written consent if such press release, advertisement or public statement includes the Merchant in a list of other companies that have similar relationships with SCPL. The Merchant represents and warrants that it has all rights and licenses required to grant SCPL the rights granted in this Section 7.
- 7.2. Except as expressly permitted by the foregoing, neither party will issue a press release, advertisement or public statement concerning this Agreement, the contents of this Agreement or the relationship of the parties without the prior written consent of the other party.

**8. Confidentiality**

- 8.1. Any information disclosed by or on behalf of one party to the other party during the period that this Agreement is enforced that is identified as being proprietary and/or confidential or that, by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated

as proprietary and/or confidential, including, without limitation, all information pertaining to payment, commissions and margins, the volume of bookings, the Platform, SCPL Technology (as defined in Schedule One), and the terms of this Agreement, are “**Confidential Information.**”

- 8.2. The party receiving Confidential Information of the disclosing party will maintain safeguards against its destruction, loss, alteration or disclosure, which safeguards shall be consistent with industry best practices and no less rigorous than the protections afforded by the receiving party to its own proprietary information and will not, during or after the termination or expiration of this Agreement:

8.2.1. use any such Confidential Information for any purpose other than to perform the receiving party's obligations or exercise the receiving party's rights under this Agreement;

8.2.2. disclose any such Confidential Information to any third party, other than disclosures made by SCPL to the Platform pursuant to the activities contemplated in this Agreement.

- 8.3. Notwithstanding the foregoing, the obligations of this Section do not apply to information which is:

8.3.1. generally available to the public, without any obligation of confidentiality, other than by a breach of this Agreement by the receiving party;

8.3.2. rightfully received by the receiving party from a third party without any obligation of confidentiality;

8.3.3. independently developed by the receiving party without reference to or reliance on the other party's Confidential Information; or

8.3.4. generally made available to third parties by the disclosing party without restriction on disclosure.

- 8.4. Upon termination of this Agreement, or upon the disclosing party's earlier request, the receiving party will return, or destroy and certify as such, all of the disclosing party's Confidential Information in the receiving party's possession or under the receiving party's control and will cease all use of such Confidential Information.

- 8.5. The obligations under this Clause 8 (as a whole) survive the termination or expiration of this Agreement.

## 9. **Insurance**

- 9.1. If required by SCPL, the Merchant will procure and maintain Public and/or Product liability insurance

- 9.2. On SCPL's request (which may be made by e-mail), the Merchant will add SCPL as an additional insured to such insurance policies and will provide a certificate of insurance evidencing all of the coverage described in this Section and that SCPL has been added as an additional insured. Such insurance carried by the Merchant will be primary to any insurance carried by SCPL.

- 9.3. Notwithstanding the foregoing, SCPL reserves the right to require specific additional coverage or increased coverage, or to waive the foregoing insurance requirements, based on the Merchant's Experience offerings, and the Merchant will maintain its insurance at such levels upon SCPL's request (which may be made by e-mail). SCPL does not represent that the coverage it may require will be adequate to protect the Merchant and such coverage and limits will not be deemed to be a limitation on the Merchant's liability to SCPL, if any, arising under this Agreement.
- 9.4. If the Merchant fails to comply with the foregoing requirements, and fails to cure such failure within fifteen (15) days from receipt of SCPL's written notice, SCPL may elect to either:

9.4.1. notify Supplier of a Deactivation or

9.4.2. terminate this Agreement.

## 10. Indemnity

- 10.1. The Merchant will indemnify SCPL against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties, legal costs and all other reasonable professional costs and expenses) suffered or incurred by SCPL arising out of, or in connection with, any breach of this Agreement, or in connection with any third party claim, action, demand or investigation brought against SCPL directly or indirectly arising out of or relating to:

10.1.1. The Merchant's activities, operations, products or services, including without limitation in connection with providing the Experience to Customers;

10.1.2. The Experience, Merchant Material (as defined in Schedule One) or the Marks.

### 10.2. SCPL will:

10.2.1. provide prompt written notice to the Merchant of any claim giving rise to the indemnification obligation;

10.2.2. if requesting indemnification, provide reasonable cooperation and assistance with respect to the claim and permit the Merchant to assume control over the defence or settlement of any such claim.

## 11. Limitation of liability

- 11.1. **The parties acknowledge and agree that the provisions in this Section 11 represent a reasonable allocation of risk and that the parties would not enter into this Agreement absent such provisions.**

- 11.2. Nothing in this Section 11 is intended to, nor should be construed as an attempt to, limit or exclude liability in relation to any cause of action in which parties may not limit their liability (whether by statute or common law).

- 11.3. Our liability for reasonably foreseeable loss as a result of our breach of this Agreement will be limited to £1,000,000.
- 11.4. To the maximum extent permitted by law, neither party will be liable for consequential or indirect losses arising from a breach of this Agreement, nor for losses that result from a failure to fulfil this Agreement where such losses fall into the following categories (even if reasonably foreseeable):
- 11.4.1. Loss of profits;
  - 11.4.2. Loss of revenue;
  - 11.4.3. Loss resulting from the interruption of business;
  - 11.4.4. Loss of use of data;
  - 11.4.5. Waste of management or office time.
- 11.5. You agree that we will not be liable for any loss of a third party arising from a failure to perform our obligations under this Agreement.

## 12. **Data protection / privacy**

- 12.1. All of the below provisions in this Section 12 are subject to the terms of SCPL's Privacy Policy, the data protection rights of the Merchant and Customers (as applicable) and each party's statutory obligations under English and Welsh law.
- 12.2. The parties agree that for the purposes of any transactions that take place under, or as a result of, this Agreement, through the Platform, the Merchant is the data controller in respect of a personal data provided by the Customer and that SCPL is the data processor.
- 12.3. The Merchant shall adhere to all applicable laws and SCPL's Privacy Policy as may be updated from time to time with respect of the Merchant's use and disclosure of data provided by Customers provided to the Merchant by SCPL or otherwise collected, obtained or received by the Merchant in exercising its right or fulfilling its obligations under this Agreement. The Merchant will use data provided by Customers only for the purpose of providing to the applicable Customer the Experience for which Tickets were purchased.
- 12.4. During the period in which this Agreement is in force, the Merchant will have access (through its SCPL account) to data provided by the Merchant to SCPL, and data otherwise generated through the Merchant's use of the Platform. The Merchant may use any such data solely for internal business purposes. SCPL may use and retain any and all such data both during the existence of, and after the expiration of, the Agreement. SCPL may share such data with third parties:

12.4.1. as necessary for SCPL to perform this Agreement;

12.4.2. in order to improve the services SCPL is able to offer; and

12.4.3. as necessary to comply with SCPL's legal and regulatory obligations;

but the Merchant Supplier may opt out of third party data-sharing in accordance with its rights under data protection laws.

12.5. For all Customer data under the Merchant's control (including without limitation data provided to the Merchant by SCPL) in the Merchant's possession or under the Merchant's control, the Merchant will:

12.5.1. adopt and adhere to a Privacy Policy consistent with applicable laws, rules, regulations and guidelines and SCPL's Privacy Policy;

12.5.2. employ reasonable, industry standard physical, technical and administrative measures to protect the data, including without limitation storing the data in secured environments that are not accessible to the general public and having security measures in place at the Merchant's facilities to protect against the loss, misuse, corruption, unauthorised disclosure, or alteration of the information by the Merchant's employees or third parties;

12.5.3. shall ensure that any collection, use and disclosure of Customer data obtained by the Merchant pursuant to the Agreement complies with all applicable laws, regulations and privacy policies.

12.6. The Merchant agrees not to send any unsolicited, commercial email or other online communication (e.g., "spam") to Customers.

12.7. For purposes of this Agreement, Customer "**data**" includes, but is not limited to, name, mailing address, telephone number, e-mail address, credit card information, IP address, order and order processing information and any other non-public, identifying information available to the Merchant as a result of the Merchant's relationship with SCPL and any purchase of Tickets by Customers through the Platform.

### 13. **No partnership or agency**

Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.

### 14. **Termination**

14.1. Either party may terminate this Agreement:

- 14.1.1. Upon written notice that is equal to or exceeds the time period defined in the service agreement to the other party of its intent to terminate this Agreement; or 6 months if not defined
- 14.1.2. Upon written notice to the other if such party commits an irremediable breach of this Agreement or has repeatedly breached this Agreement, or commits a remediable breach and fails to correct such breach within 15 days following written notice specifying such breach;
- 14.1.3. Immediately upon:
  - 14.1.3.1. The Merchant applying to the court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;
  - 14.1.3.2. A petition being filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Merchant (being a company);
  - 14.1.3.3. An application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Merchant (being a company, partnership or limited liability partnership);
  - 14.1.3.4. The other part suspends or ceases, or threatens to suspend or cease, carrying on all, or a substantial part, of its business.
- 14.2. Without prejudice to the rights of termination set out hereunder, SCPL may elect to immediately take any one or more of the following steps either in lieu of, or as a precursor to, its termination of the Agreement (defined collectively as “**Deactivation**”):
  - 14.2.1. deactivation of the Merchant’s account;
  - 14.2.2. removal of the Merchant from the Platform; and/or
  - 14.2.3. removal of any or all of the Merchant’s listings.
- 14.3. References in this Agreement to rights and obligations of a party in connection with “termination” shall be deemed to include Deactivation, and post-termination obligations shall apply equally to Supplier for the duration of any such Deactivation.
- 14.4. The Merchant will accept all Tickets purchased prior to termination or expiration of this Agreement unless requested otherwise by SCPL. Notwithstanding the foregoing, SCPL reserves the right in its sole discretion to cancel pending Tickets in circumstances where SCPL believes that it is in the best interests of Customers.
- 14.5. Upon any termination or expiration of this Agreement:

14.5.1. The Merchant will immediately cease all access to and use of the Platform, the SCPL Technology (defined in Schedule One) and other products, services, technology, content, and/or materials provided by SCPL to the Merchant under this Agreement;

14.5.2. The Merchant shall cease to have any right to make Experiences available through the Platform; and

14.5.3. SCPL may maintain access to information provided by the Merchant or otherwise generated through the Merchant's use of the Platform.

## 15. **Anti – corruption**

15.1. It is the intent of the parties that no payments or transfers of anything of value shall be made which have the purpose or effect of public or commercial bribery, or other unlawful or improper means of obtaining business or any improper advantage. The Merchant shall comply with all relevant domestic or international anti-corruption laws including, but not limited to, the United Kingdom Bribery Act 2010.

15.2. No portion of any fees paid or payable by SCPL to the Merchant will be paid to, or accrued directly or indirectly for the benefit of, any person, firm, corporation or other entity other than the Merchant.

15.3. At SCPL's request, the Merchant shall provide a certification to SCPL that the Merchant is in compliance with the foregoing.

## 16. **Force Majeure**

Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of time for performing such obligations. If the period of delay or non-performance continues for six months, the party not affected may terminate this agreement by giving 30 days' written notice to the affected party.

## 17. **Waiver**

17.1. If we fail, at any time to insist upon strict performance of any of your obligations or if we fail to exercise any of the rights or remedies to which we are entitled, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

17.2. A waiver by us of any default shall not constitute a waiver of any subsequent default.

17.3. No waiver shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

## 18. **Assignment and subcontracting**



Neither party will subcontract or assign any of its obligations under this Agreement without the written consent of the other party.

**19. Third Party Rights**

These terms and conditions shall not create any rights, entitlement, claims or benefits enforceable by any person that is not a party to it. No person, body, institution, organisation or being howsoever incorporated shall derive any benefit or have any right, entitlement or claim in relation to these terms and conditions by virtue of the Contracts (Rights of Third Parties) Act 1999.

**20. Headings and Schedules**

20.1. The headings used in these terms and conditions are for reference purposes only and should not have, or be construed as having, any effect on its interpretation.

20.2. The Schedules to this Agreement are incorporated into and a legally binding part of this Agreement.

**21. Severability**

If any provision of these terms and conditions is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the terms and conditions and rendered ineffective as far as possible without modifying the remaining provisions, or spirit, of the same, and shall not in any way affect any other circumstances of, or the validity or enforcement of, these terms and conditions.

**22. Jurisdiction**

These terms and conditions are governed by and should be construed in accordance with the law of England and Wales. Any dispute arising from, or relating to, these terms and conditions shall be subject to the exclusive jurisdiction of the courts of England and Wales.

**23. Notices**

Any notices to be served under this Agreement should be served on SCPL's registered address as outlined above.

**24. Entire Agreement**

These terms and conditions and any document expressly referred to in them represent the entire agreement between us and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

## Schedule One – Operations and Technology

1. All Products will be subject to “**Instant Confirmation Booking**” unless the parties mutually agree that Instant Confirmation Booking is not commercially possible for a specific Ticket or that a Ticket is subject to On Request Booking (defined below). For Instant Confirmation Bookings, you authorise us to accept all requests from Customers for the purchase of Tickets for Experiences and to send confirmation of Ticket purchases to Customers. For avoidance of doubt, the Merchant will accept all Instant Confirmation Booking requests and may not reject an Instant Confirmation Booking. If an Instant Confirmation Booking request lacks any information, the Merchant shall follow our customer contact procedures as in place from time to time (defined below) (and to be clear, the Merchant will not reject the booking).
2. The parties may mutually agree that a specific Ticket is subject to “**On Request Booking**,” in which case the Merchant may accept or reject a booking request for the Ticket before the Customer receives confirmation from SCPL. For On Request Bookings, the Merchant agrees to accept or reject the booking request as quickly as possible and in no event later than forty-eight (48) hours after the On Request Booking is made. If the Merchant accepts the request, the Ticket will be deemed purchased and confirmed.
3. Merchant will keep Ticket availability current at all times. As part of this Agreement, the Merchant agrees to SCPL selling tickets at parity with Merchant online prices (inclusive of discounts) and SCPL run weekly checks to ensure parity and adjust pricing accordingly.
4. All bookings not rejected by the Merchant or the Merchant’s technology provider will be deemed accepted by the Merchant. If a Customer is able to book a particular Ticket because the Merchant appears to have availability for the Ticket through the Platform, the Merchant will accept such booking.
5. You will notify us of any changes (e.g., changes to itineraries or timings), cancellations (e.g., tour cancellations, sold-out dates) and any other updates with respect to Experiences for which Tickets are purchased by Customers through the Platform at least six (6) months in advance. If such advance notice is not possible, you will notify us immediately upon becoming aware of such changes, cancellations or updates. If you do not notify us in advance of such changes, cancellations and updates and we refund Customers for the applicable Ticket as a result of the changes, cancellations or updates, you agree to compensate us for all amounts forfeited by us and pay reasonable amounts for our efforts.
6. **Cancellation and No-Show Policy:** For each Ticket, you will adhere to our cancellation policy as set out in our General Terms and Conditions of Use as in force from time to time. Notwithstanding the foregoing, in any event, you will not impose a more restrictive cancellation policy on Customers booking via the Platform than the cancellation policies you impose on customers booking directly with you or through any third party (including, without limitation, through coupons, deal-of-the-day or flash sale websites, or any other distribution channel).

7. **Your Interaction With Us:** Your use of the Platform and any associated tools, interfaces, application programming interfaces, extranets, computer software and any other SCPL technology (collectively, the “SCPL Technology”) is subject to and conditioned on Supplier’s compliance with the terms and conditions of this Agreement, including without limitation this Schedule. The Merchant or its third-party service providers shall access and use the SCPL Technology in accordance with the applicable documentation for such SCPL Technology and any written instructions received from SCPL. We may suspend your and/or your third-party service providers’ access to and use of SCPL Technology at any time if we believe that you and/or your third-party service providers are in breach of this Agreement (including without limitation any representations and warranties). You shall be responsible for the compliance of your third-party providers with the terms and conditions of this Agreement and shall be liable for any breach of this Agreement by such third-party providers. You acknowledge and agrees that we own all rights, titles and interest in and to the SCPL Technology and reserve all rights not granted herein.
8. You shall not, and shall not permit any third party to, (a) copy, modify, adapt, transfer, distribute, resell, rent, lease, sublicense or loan the SCPL Technology or create or prepare derivative works based upon the SCPL Technology or any part thereof, (b) use the SCPL Technology for any purpose other than as expressly permitted under this Agreement, (c) use the SCPL Technology in contravention to any applicable laws, or (d) attempt to decompile, disassemble or otherwise reverse engineer the SCPL Technology.
9. The Merchant is responsible for obtaining, maintaining and configuring all telecommunications, broadband, computer and other hardware, equipment, software and services needed to access and use the SCPL Technology, and paying all charges related thereto. If the Merchant intends to engage a third-party service provider to obtain, maintain and/or configure the Merchant’s access to the SCPL Technology, the Merchant will notify SCPL in advance, and the Merchant assumes responsibility for actions taken by such third party and such third party’s compliance with this Schedule.
10. **Merchant Interactions with Customers:** If you need to contact a Customer, you shall use only the interface made available by SCPL, unless agreed to otherwise by us, and any such use shall only be in furtherance of the sale of a Ticket through the Platform.
11. **Customer Redemption:** If you require a voucher or confirmation of purchase, you will accept an electronic voucher for each Ticket sold through the Platform. If you cannot accept electronic vouchers for a certain Experience, you must request approval from us and we may in our sole and absolute discretion waive the electronic voucher requirement, which waiver may be provided by us by e-mail.
12. **Additional Restrictions:** Supplier is not authorized to systematically analyse, scrape or otherwise extract information or data (including without limitation guest reviews) from the Platform or, if possible, the SCPL Technology or from any SCPL affiliate. You are not authorised to publicly display on any website any of the content, text, images, materials, videos or other materials displayed on the Platform or any Viator affiliate (other than content provided to SCPL by the Merchant for inclusion on the Platform).

13. **Supplier Technology Partners:** If the Merchant uses a third party (“Technology Partner”) to provide a technology platform to manage reservations and accept bookings for Experiences (a “Third Party Platform”), the Merchant will procure that the Technology Partner:
- 13.1. provides SCPL with all necessary access to and rights to use the Technology Partner’s application program interface for the Third Party Platform to enable SCPL to provide the services described in this Agreement;
  - 13.2. does not charge SCPL or the Merchant any fees beyond the lowest standard fee the Technology Partner charges for a booking made on the Third Party Platform;
  - 13.3. maintains the obligations of confidence and non-disclosure in relation to our Confidential Information as if the Technology Partner were the receiving party of Confidential Information under Section 8 of this Agreement;
  - 13.4. does not use any of SCPL’s Confidential Information, including, without limitation any information transmitted between SCPL and the Merchant via the Third Party Platform (“SCPL Data”), for any competitive purpose, to perform data analytics or for any purpose other than to enable SCPL to provide the services described in this Agreement; and
  - 13.5. has, and shall maintain throughout the term of this Agreement, safeguards against the destruction, loss, alteration, unauthorized access or disclosure of any SCPL Data in its possession, consistent with best practices in the industry and as rigorous as the protections the Technology Partner affords its own proprietary data.