

TERMS & CONDITIONS

Effective date: April 1st 2024

Welcome to Storylines. Please review the following Terms & Conditions (“T&C”), which will govern your use of the Storylines website www.tourstorylines.com (the “**Site**”), including all content and services provided by Storylines (“**Storylines**,” “**us**,” “**we**” or “**our**”) on or in conjunction with the Site including, but not limited to, booking, private group tours, custom tours collaboration and other goods and services (the “**Services**” or “**Booking**”), except in certain exclusions as noted below.

By accessing or using the Site you agree to be bound by these T&C as well as the terms of the Privacy Policy, which is available on the Site.

Storylines reserves the right to change or modify portions of these T&C at any time. If we do so, we will post the changes on this page. The date indicates when the revised T&C were effective. You may read the then-current copy of these T&C at any time by selecting the “T&C” link on the Site. Your continued use of the Site after any change by us constitutes your acceptance of the new T&C.

1. Booking and Payment.

a. By booking a reservation for the Services, you acknowledge that you accept these T&C and our Privacy Policy. In addition, you warrant that you

are **18 years of age** or older, that you possess the legal authority to enter into these T&C, use this Site and, book the Services or purchase goods, and that all information you supply is and will be true and accurate.

b You further agree that you will make only legitimate reservations for you or others for whom you are legally authorized to act. Any false or fraudulent reservation is prohibited, and any user who attempts such a reservation may have his or her booking terminated.

c. A non-refundable deposit of at least 50% (depending on the costs for third parties) confirms a client's booking and the balance is due on the last day of the booked tour(s). You agree to have sufficient funds or credit available upon placement of any such reservation. After you place your reservation, we will send you a confirmation email.

d. We strive to provide accurate pricing information. However, mistakes happen and we cannot guarantee there will never be pricing errors. We reserve the right to not process or to cancel any reservations placed for the Services in which the price was incorrectly communicated as a result of an error. If this occurs, we will notify you by email.

2. Changes and Cancellation by You.

a. Cancellation up to fifteen (15) days: You may cancel (parts of) your booking up to fifteen (15) days prior to the date and receive a 100% refund for the booked guiding hours. This refund is not applicable to the tickets,

transfers and other services provided by third parties. These costs for third parties are irrecoverable from the moment of the confirmation of your booking.

b. Cancellation up to seven (7) days: Cancellation of (parts of) your booking up to seven (7) days prior to the date will incur a 50% cancellation fee on the booked guiding hours (next to the above mentioned 100% non-refundable costs for any third party service (tickets, transfers, etc.)

c. Changes up to seven (7) days: Should you wish to make any changes to your booking, you must request said changes as soon as possible and no later than seven (7) days before the date and time of your reservation. While we will attempt to accommodate your change request, we cannot guarantee we will be able to do so. If we cannot, you will have the option to maintain the existing reservation or to cancel as set forth in sections (a) and (b) above.

d. Up to two (2) days: Cancellation of (parts of) your booking up to two (2) days prior to the date will incur a 75% cancellation fee (25% refund for you) on the booked guiding hours (next to the above mentioned 100% non-refundable costs for any third party service (tickets, transfers, etc.).

All sales are final and fully non refundable for private tours within 48 hours of the reservation date and time.

e. All outdoor tours will take place under any weather conditions, unless a formal warning regarding the weather has been issued by the Royal Dutch Meteorological Institute (KNMI), though there may be variations to accommodate the weather.

f. All tours will start promptly on time. If you arrive 45 minutes or more after the reservation time for a private tour, your reservation will be canceled and no refund will be issued. No-shows for all tours are treated as last-minute cancellations and no refund will be issued.

3. Changes and Cancellation by Storylines.

a. We will make every reasonable effort to provide the booking as confirmed. Although it is unlikely that we will have to make any changes to your booking or cancel (parts of) your booking, we reserve the right to do so should it become necessary or advisable. If we cancel your booking, we will either provide a full refund at our discretion.

4. Medical Conditions, Disabilities and General Health.

b. If you make a booking, without disclosure, we will assume that you have no medical conditions, disabilities, general health issues or food or allergy issues ("**Medical Conditions**") that would prevent or hamper you from participating in the services. In the event that you do in fact have any Medical Conditions you want us to take into consideration, we expect that you will inform us during the first stage of your booking. We will attempt to accommodate said Medical Conditions when we can and it is reasonable to do so. However, we do not guarantee that all services or venues during the booking can or will make any such accommodations. In the event that you cannot participate in the booking because of undisclosed Medical Conditions, we may, in our sole discretion, offer a substitute service or

cancel your reservation without refund. Please contact us or the appropriate venue if you are unsure about whether you are able to participate in a service.

b. Under no circumstances should you travel or use the Services if your doctor has advised you against it, or would advise you against it if consulted.

c. Storylines disclaims any responsibility in case a tour can not take place or continue due to sickness or other personal circumstances of the participants.

5. Trip Participation and Your Conduct.

a. You agree to accept the authority and decisions of any person involved in executing the tour while on any tour with us. If in the opinion of any such person(s) or any other person in a position of authority, your health, level of fitness or conduct at any time before or during a trip is endangering or appears likely to endanger your health or wellbeing or that of any third party (including any other client of Storylines) or the safe, comfortable or happy progress of the tour, you may be excluded from all or part of the tour without refund or recompense.

b. You accept responsibility for the proper conduct of yourself and any or all other members of your group. We reserve the right in our reasonable discretion to terminate your tour or that of any member of your group

whose conduct we or our guides consider disruptive or detrimental to the enjoyment of other guests, or whose conduct may prejudice our reputation, all in our sole discretion. In such event we shall have no further responsibility or liability to you. No refund or payment of any costs incurred by you will be made by us under these circumstances.

6. Accuracy.

All information contained in our communication with you has been provided in good faith, and is considered correct at the time of publication. However, occasional errors may occur, and information may subsequently change, and we are not responsible for such errors or omissions and any consequences that they may have.

7. Third Party Sites.

Our communication with you might contain links to third party websites, services or other resources on the internet ("**External Sites**"). These links are provided solely as a convenience to you and not as an endorsement by us of the content on such External Sites. The content of such External Sites is developed and provided by others. You should contact the site administrator for those External Sites if you have any concerns regarding such links or any content located on such External Sites. We are not responsible for the content of any linked External Sites and do not make

any representations regarding the content or accuracy of any materials on such External Sites. If you decide to access any External Sites, you do so at your own risk. You acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any content, goods or services available on or through any External Sites.

8. Intellectual Property Rights:

a. All information and content available on the Site, including but not limited to trademarks, text, graphics, logos, images, audio/video clips is the property of Storylines. You need to ask for specific permission before using or reproducing any of these. Any unauthorized use may violate copyright and or privacy laws and regulations.

b. All materials and information provided to you verbally or written during or in connection with your booking is copyrighted work, protected by Dutch law. All rights are expressly reserved and retained by us. Your misuse of any of the copyrighted work provided to you, except as provided in these T&C, is strictly prohibited.

9. Our Liability:

a. This section limits Storylines liability to you for issues that may arise in connection with your use of this site, in preparation of or during the execution of your booking. If you do not understand the terms in this

section or elsewhere in these T&C, please seek legal counsel for clarification before accessing or using this site or participating in a tour.

b. The information, content, software and services published on this site may include inaccuracies or errors, including reservation availability and pricing errors. Storylines does not guarantee the accuracy of, and disclaim all liability for, any errors or other inaccuracies relating to the information and description of the services we communicate (including, without limitation, the pricing, availability, photographs, features, inclusions and exclusions, general service descriptions etc). In addition, Storylines expressly reserves the right to correct any availability and pricing errors on our site and/or on pending reservations made under an incorrect price.

c. Any third party that provides services during the execution of your booking are independent contractors and not agents or employees of Storylines. Storylines is not liable for the acts, errors, omissions, representations, warranties, breaches, negligence or misconduct of any such party or for any personal injuries, death, property damage, or other damages or expenses resulting therefrom or otherwise arising from your booking of the services or your use of the services. Storylines has no liability and will make no refund in the event of any delay, cancellation, overbooking, strike, force majeure or other causes beyond their direct control, and they have no responsibility for any additional expense, omissions, delays, re-routing or acts of any government or authority.

d. In no event shall Storylines be liable for any direct, indirect, punitive, incidental, special, exemplary or consequential damages (including without limitation loss of data or information or costs to procure substitute goods or services) arising out of, or in any way connected with, service bookings made by you through Storylines.

e. If Storylines are found liable for any loss or damage that arises out of or is in any way connected with your use of the Site or your booking or use of the Services made available through our Site, then Storylines liabilities will in no event exceed, in the aggregate, the transaction fees paid to Storylines for the transaction(s) on this Site giving rise to the claim.

f. The limitation of liability reflects the allocation of risk between the parties. The limitations specified in this section will survive and apply even if any limited remedy specified in these terms is found to have failed of its essential purpose. The limitations of liability provided in these terms insure to the benefit of Storylines.

10. Indemnification:

You agree to defend and indemnify Storylines and all of their respective officers, directors, employees and agents from and against any claims, causes of action, demands, suits, proceedings, investigations, losses, damages, fines, penalties, fees, expenses, costs and any other liabilities of any kind or nature including but not limited to reasonable legal and accounting fees, arising out of or related to:

- i. your breach of these T&C or the documents referenced herein;
- ii. your violation of any law, rule, regulation or guideline;
- iii. your violation, infringement or misappropriation of the rights of a third party, including without limitation any rights of publicity or privacy;
- iv. your use of this Site in any manner other than as intended; or
- v. your negligence or wilful misconduct.

11. Disclaimer:

Storylines make no representations about the suitability of the information, content, software and services contained on this site for any purpose. All such information, content, software, and services are provided “as is” without warranty of any kind. Storylines disclaims all warranties and conditions that this site, its servers or any email sent from us, are free of viruses or other harmful components. Storylines hereby disclaims all warranties and conditions with regard to this information, content software, and services, including all implied warranties and conditions of merchantability, fitness for a particular purpose, title, and non-infringement, to the extent permitted by law.

12. Site Access and Registration.

a. We hereby grant you permission to use the Site as set forth in these T&C provided that: (i) your use of the Site is for your personal use only ; (ii) you will not distribute or copy any part of the Site without Storylines prior written permission.

b. You agree not to: (a) take any action that imposes an unreasonable load on the Site’s infrastructure; (b) use any device, software or routine to interfere or attempt to interfere with the proper working of the Site or any activity being conducted on the Site; (c) attempt to decipher, decompile,

disassemble or reverse engineer any of the software comprising or making up of the Site; (d) delete or alter any material we or any other person or entity posts on the Site; or (e) otherwise take any action in violation of our guidelines and policies.

13. Governing Law:

Storylines shall be deemed solely based in The Netherlands. These T&C shall be governed by the internal substantive laws of The Netherlands. Furthermore, the parties agree that the sole and exclusive venue for any dispute or claim arising out of or in connection with these T&C shall be the courts sitting in The Netherlands.