

TourNTrip Terms of Use

1. Who operates this website?

This website is provided by TourNTrip. Bookings through the Platform are subject to the General Terms and Conditions of Do Travel as well as the General Terms and Conditions of the Supplier of tours and other tourist.

2. Application of these Terms of Use

These terms of use, together with our privacy policy, apply to any use of the Website. Visitors of the Website may use the Website only on condition that they accept the Terms of Use and read and understand the Privacy Policy. Any further use of the Website or any part of it means you have read and understood the Terms of Use and the Privacy Policy, and agree to be bound by all parts of the Terms of Use.

3. No offer

The information on this Website is for general informational purposes only. Information on this Website does not constitute an offer binding to us. Binding agreements with suppliers of activities available on the Website require a booking request through the TourNTrip Platform and the supplier's acceptance of the booking request according to the General Terms and Conditions of TourNTrip.

4. No warranty

While TourNTrip tries to ensure that the information in or through the Website is accurate, it does not provide any warranties, express or implied, in relation to its correctness, completeness, current, reliability, suitability for any purpose or otherwise (including for any information provided by third parties). TourNTrip may change, add or remove information on the Website and its structure and functions at any time at its sole discretion, without specifically informing of any such change, and without removing outdated information or characterizing it as such. TourNTrip may also block Users from accessing the Website or parts of it, or requires certain conditions to be fulfilled for such access. TourNTrip does not provide any warranties, express or implied, in relation to the availability of the Website or its functions, that the Website is free from defects, or that the Website and the infrastructure on which it runs is free from viruses and other harmful software. Moreover, TourNTrip does not guarantee that information available on the Website has not been altered through technical defects or by unauthorized third parties.

5. Limitation of liability

TourNTrip excludes its liability, and that of its agents and independent contractors, and its and their employees and officers, and its sub-agents or distribution partners for damages relating to your access to (or inability to access) the Website, or to any errors or omissions, or the results obtained from the use, of the Website, whatever the legal basis of such liability would be, except liability for damages caused willfully or through gross negligence, and only to the extent permitted by applicable law. Restrictions of liability do not apply within the scope of guarantees issued, in the event of an injury to life, limb or health or for claims based on product liability regulation.

6. Third party content, links to other websites

TourNTrip does not assume any responsibility for third party content (including any activities available for booking requests, and information relating to such activities) that may be available through the Website, and for content linked to the Website or which are linked to from it or referred to. TourNTrip does not recommend or endorse such content, and will not have any liability relating to it. Where TourNTrip links to third party websites, you use such websites at your own risk. We recommend reading the policies of these websites and review how these websites may process personally identifiable data relating to you. If you think we have illicit content on the Website, please send an email to tourntrip23@gmail.com

7. Limited Do Travel App license

TourNTrip hereby grants to you a non-exclusive, non-transferable, non-sublicensable, revocable, royalty-free, worldwide right to use the TourNTrip App according to these Terms of Use and provided that you are and will always be in compliance with these Terms of Use. You may (i) only use the TourNTripApp in object code form and for your personal purposes (if you are a consumer) or for your internal business purposes (if you are a business); (ii) only use such number of copies of the TourNTrip App and make such number of backup copies of the TourNTrip App as may be necessary for its lawful use; (iii) not nor permit any third party to copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the TourNTrip App in whole or in part; (iv) not rent, lease, sub-license, loan, translate, merge, adapt or modify the TourNTrip App or any associated documentation; (v) not disassemble, decompile, reverse engineer or create derivative works based on the whole or any part of the TourNTrip App nor attempt to do any such things.

8. Intellectual property rights

As between you and TourNTrip, the Website is and remains protected by copyright and/or any other intellectual property rights (including protection granted through unfair competition law). You acquire no rights in the Website, and in any names, trade names, and distinctive signs of any nature (including trademarks) published on the Website. You may access and view the Website, but not incorporate it into other websites, and not copy, present, license, publish, download, upload, send or make it perceptible in any other way without our prior written consent.

9. Amendments to the Terms of Use

TourNTrip may amend these Terms of Use at any time and with immediate effect. If we make amendments, they apply as of the date of their publication on the Website. TourNTrip expects you to regularly refer to this section to make sure you are familiar with the applicable Terms of Use. Any further use of the Website following such amendments means you consent to the amendment.

10. Applicable law and jurisdiction

The law of the Commerce in Spain shall apply, excluding the UN Convention on Contracts for the International Sale of Goods. If you have placed the order, as the consumer, and at the time of the order your normal place of residence is in another country, the application of the mandatory legal provisions of this country remain unaffected by the choice of law in clause 1. The exclusive place of jurisdiction is Barcelona, provided the user is a tradesperson as per the Spanish Commercial Code or does not have a permanent place of residence in Spain when the suit is filed. The legally-binding places of jurisdiction remain unaffected by this.