

PLOY Customer Terms and Conditions

Revised November 7, 2017

This Agreement sets forth the terms and conditions between Ploy Trip, LLC. (PLOY) and users who use our services to purchase local travel planning and guiding services ("You") from individuals who provide local travel planning and guiding services ("Planners & Guides"). This Agreement explains how You purchase local travel planning and guiding services and specifically limits the liability of PLOY.

You must read this Agreement before using the Site and booking a service. Use of the Site constitutes an agreement to all terms and conditions in this Agreement and you warrant that you understand, agree to and accept all terms and conditions contained here.

1. General

PLOY connects You with Planners & Guides who are seeking to provide travel planning and guiding related services. We do this through our website, PLOYTRIP.com ("Site"), which is a communications and payment processing system that enables the connection between You and the Planners & Guides.

You understand that the Planners & Guides presented on the Site are independent contractors and that the Planners & Guides are not employees or agents of PLOY. You hereby understand and expressly agree that PLOY does not control the quality, timing, legality or any other aspect whatsoever of the services actually delivered by the Planners & Guides, nor of the integrity, responsibility or any of the actions whatsoever of the Planners & Guides.

PLOY uses its best efforts to monitor Planners & Guides profiles, service offerings, actions and comments, and suspend privileges to any Planners & Guides not adhering to policies of PLOY. By using this Site, you agree to report any alleged improprieties of any Planners & Guides to PLOY immediately.

2. Transactions

You may seek the services of a Planners & Guides through the use of the Site. Once a Planner & Guide has accepted your request for service and your payment has been processed, there is a binding contract between You and the Planner & Guide. Once you have purchased a service, if there are any issues relating to the service that cannot be resolved directly with the Planners & Guides, You should contact PLOY and we will attempt to resolve the issue.

PLOY uses a third party service to process your credit card information. For further information regarding that service, please contact PLOY's credit card processing company(Stripe). You hereby agree to hold PLOY harmless for any damages that may result should any personal information

about You be released by any third parties.

3. Refunds and Cancellation Policy

Any cancellation by You must be made by telephone or email to contact@ploytrip.com and acknowledged by PLOY after clicking the “Dispute” button through ploytrip.com messaging system. We will acknowledge your cancellation by email. Please contact us if you have any questions about our cancellation policy.

At any time when Planner requests a cancellation, full refund will be given.

Any cancellation request for any reason received by Planner or PLOY will determine the refund due as follows:

If You cancel within 48 hours after planner accepts the request, 100% of the payment will be refunded.

If You cancel between 2-10 days after planner accepts the request, 50% of the payment will be refunded.

If You cancel 10 days after planner accepts the request, no refund will be given.

All planners listed with PLOY have agreed to the standard delivery protocol of delivering an initial draft within 3 days after accepting the request. In the event that planner fails to deliver within 3 days. You have the right to cancel and receive 100% of the payment.

Upon receipt of the draft within 3 days, You may choose to continue making enhancements, or cancel. Should You choose to cancel the request, 50% of the payment will be refunded.

Maximum transaction duration is set to be 15 days, and request will be automatically marked as complete on the 15th day after planner accepts the request, no refund will be given.

If You believe your case requires additional disputation, please contact us immediately and we will do our best to accommodate your needs. This, however, does not guarantee the final decision is within your best interest and PLOY reserves the right to conclude the case based on review committee’s objective judgement, all in alignment with PLOY terms and policies.

PLOY is not responsible for any incidental expenses You may have incurred in reliance on the services booked on the Site, including, without limitation, expenses arising from the purchase of visas, vaccinations, non-refundable flights, or of any loss of enjoyment.

4. ACCEPTANCE OF RISK AND WAIVER OF LIABILITY

You acknowledge that all travel involves an element of risk and that some services offered on the Site may be adventurous in nature and/or may involve a significant amount of personal risk.

You hereby assume all such risk and You, your estate, your family, heirs and assigns hereby release PLOY and the Planners & Guides from all claims and causes of action whatsoever arising from any injury, death or other damages, both pecuniary and non-pecuniary, to You that may occur as a result of your participation in the tours offered on the Site or as a result of the negligence of any party, including the Planners & Guides or any employee, officer, agent, contractor or assign of PLOY, whether such negligence is passive or active.

Prior to trip commencement, the Planners & Guides may ask You to sign a specific Liability Release contract based on the service requested , and You can view a copy of the Liability Release contract prior to making a payment, your acceptances to the release contract is required to move forward.

You are strongly encouraged to obtain suitable medical insurance prior to booking a service.

We urge you to exercise caution if you purchase any goods during your tour. Neither PLOY or the Planners & Guides make any claims about the quality, source or other provenance of any goods which may be available for purchase.

5. Prohibited Use

The Site may not be used to recruit, solicit, or contact Planners & Guides for employment or contracting for a business not affiliated with PLOY unless you first obtain express written permission from PLOY.

6. Information Provided by You

You are responsible for providing accurate, timely and complete information in connection with Your registration for and use of the Site. PLOY is not responsible for any claims relating to any inaccurate, untimely or incomplete information provided to us by You.

PLOY will only use your information in accordance with our Privacy Policy. PLOY will use its best efforts to ensure the privacy of all other personal information, however we expressly disclaim any liability for any damage that may result should any information be released to any third parties. You hereby agree to hold PLOY harmless for any damages that may result.

PLOY uses a third party service to process your credit card information, therefore we have no access to your credit card information. For further information, please contact PLOY' credit card processing company www.stripe.com.

7. Modification of the Terms of this Agreement

PLOY reserves the right to make changes to this Agreement from time to time. PLOY shall provide notice to You of any substantive and/or material changes to this Agreement or any policies posted on the Site by posting such changes on the Site.

8. Term of Agreement

This Agreement will become effective immediately upon your use of the Site and shall remain effective unless terminated by either party as provided here. Either party may terminate this Agreement by providing the other with written or email notice of such termination which shall be effective immediately upon delivery of such notice to the other party. Furthermore, PLOY may terminate this Agreement immediately for any breach by You of this Agreement or any applicable policy of PLOY as posted on the Site from time to time. In the event of termination or expiration, the following sections shall survive: Section 1 (General); Section 4 (Acceptance of Risk and Waiver of Liability); Section 6 (Information Provided by You); Section 8 (Term of Agreement); Section 9 (Intellectual Property Rights); Section 10 (Notice of Trademark Rights); Section 12 (Disclaimer of Warranties); Section 13 (Limitation of Liability); Section 15 (Legal Claims); and Section 16 (Miscellaneous Provisions).

Should You violate the terms of this Agreement, PLOY reserves the right, without prejudice to any other rights or remedies available to PLOY, to terminate your use of this Site immediately at its sole discretion.

9. Intellectual Property Rights

All text, graphics, editorial content, data, formatting, graphs, designs, HTML, look and feel, photographs, music, sounds, images, software, videos, designs, typefaces and other content (collectively "Proprietary Material") that You see or read on the Site and affiliates is owned by PLOY, or is used with the owner's permission. This Proprietary Material is protected in all forms, media and technologies. You may not copy, download, use redesign, reconfigure, or retransmit anything from the Site without the prior written permission of PLOY.

11. Notice of Trademark Rights

The service marks and trademarks PLOY and the PLOY logo are service marks owned by PLOY. Any other trademarks, service marks, logos and/or trade names appearing on the Site are the property of their respective owners. You may not copy or use any of these marks, logos or trade names without the prior written permission of PLOY or the applicable owner.

12. Privacy

POLY is committed to ensuring the privacy of the information you give us. Our Privacy Statement is located on the PLOY Site.

13. Disclaimer of Warranties

YOU EXPRESSLY AGREE THAT THE USE OF THIS SITE IS AT YOUR SOLE RISK. PLOY DOES NOT WARRANT THAT THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE; NOR DO WE MAKE ANY

WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE, OR AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION, SERVICE OR MERCHANDISE PROVIDED THROUGH THE SITE. THE SITE IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

14. Limitation of Liability

Under no circumstances will PLOY be liable to You for any indirect, incidental, consequential, special or exemplary damages arising from any provision of this Agreement or from the provision of any tours or other services purchased from the Site. Furthermore, the TOTAL liability of PLOY arising with respect to this Agreement and the Site shall in no event exceed the total amounts paid by You to PLOY under this Agreement.

15. Notice

Any notice or other communication to be given hereunder will be in writing and given by facsimile, postpaid registered or certified mail return receipt requested, or electronic mail.

16. Legal Claims

For all disputes between PLOY and You relating to the Site, this Agreement, transactions facilitated or conducted through the Site, travel planning and guiding services ordered or purchased through the Site, dealings between You and PLOY, or any related matters ("Disputes"), the parties will attempt to find the least onerous solution to the Dispute. If a Dispute cannot be resolved by the parties, then the Dispute must be resolved before the courts of the state New York, and you hereby irrevocably submit and attorn to the exclusive jurisdiction of the courts of the state New York, in respect of all Disputes. Proceedings regarding Disputes must be commenced in a court of competent jurisdiction in New York, NY, within six (6) months after the Dispute arose. Any shorter time limit provided by statute or other law remains unaffected.

17. Miscellaneous Provisions

Failure by PLOY to enforce any provision(s) of this Agreement shall not be construed as a waiver of any provision or right. These Terms of Use, and all other aspects of use of the Site, shall be governed by and construed in accordance with the laws of the state of New York.

These Terms of Use and the Liability Release, if applicable, constitute the entire agreement between You and PLOY with respect to the Site. If any provision of these Terms of Use is found to be invalid or unenforceable, the remaining provisions shall be enforced to the fullest extent possible, and the remaining Terms of Use shall remain in full force and effect. These Terms of Use inure to the benefit of PLOY, its successors and assigns.

Nothing in this Agreement shall be construed as making either party the partner, joint venture, agent, legal representative, employer, contractor or employee of the other. Neither party shall have, or hold itself out to any third party as having, any authority to make any statements, representations or commitments of any kind, or to take any action, that shall be binding on the other, except as provided for herein or authorized in writing by the party to be bound.