

## General Terms and Conditions

Version: 1. Oct. 2025

These General Terms and Conditions (“**Terms and Conditions**”), together with the Privacy Policy ([https://www.getyourguide.com/privacy\\_policy](https://www.getyourguide.com/privacy_policy)) governs your use of GetYourGuide’s services. These services may be accessed through our online platform, which includes (i) websites, such as <https://www.getyourguide.com/>, and localized subdomains; or (ii) certain mobile applications (“**GetYourGuide Apps**”) operated by GetYourGuide (collectively, the “**GetYourGuide Platform**”). By accessing or using the GetYourGuide Platform, or downloading GetYourGuide Apps, you agree to be bound by and to comply with these Terms and Conditions.

The GetYourGuide Platform is available to users worldwide. Different terms may apply depending on your country of residence:

**All Countries (Except the U.S.):** If you reside anywhere in the world except for the United States of America, Appendix A applies to you. If you reside in Switzerland, Canada, Australia, or the United Kingdom (UK), additional special terms apply as detailed in the Local Payment Section.

**United States of America (U.S.):** If you reside in the United States of America (including its territories and possessions), Appendix B applies to you. Make sure to review Appendix B carefully as it includes a mandatory, binding individual arbitration clause, which means that you agree to resolve disputes related to the GetYourGuide Platform, our services, or these Terms and Conditions, through binding arbitration instead of court proceedings. You may opt-out of arbitration only by following the procedure in Appendix B. Appendix B also includes a mutual waiver of class actions or jury trials. If you reside in the U.S., special terms also apply as detailed in the Local Payment Section.

These Terms and Conditions have been drafted, and shall be construed, in English. Any translation of the Terms and Conditions is for reference only. In the event of any inconsistency between the English version and a translated version, the English version shall prevail.

## 1. About us

GetYourGuide Deutschland GmbH, registered address Sonnenburger Straße 71-75, 10437 Berlin, Germany, registered with the Charlottenburg Local Court under HRB 132059 B, is the operator of the GetYourGuide Platform. For the purposes of these Terms and Conditions, references to “GetYourGuide,” “we,” “us,” or “our” may refer to GetYourGuide Deutschland GmbH and its officers, directors, employees and agents and; GetYourGuide affiliates, distribution partners and each of their respective officers, directors, employees, and agents the “GetYourGuide Parties”.

We operate the GetYourGuide Platform as an intermediary platform through which activity providers or resellers (collectively referred to as “Suppliers”) offer various travel experiences, including tours, tickets to attractions, and other tourist activities (collectively, “Activities”), for purchase. We act as a commercial agent for the Suppliers. This means we facilitate the bookings, but the actual Activities are provided by the Suppliers themselves, not by GetYourGuide. Suppliers operate the Activities and are not agents or employees of GetYourGuide. GetYourGuide and the GetYourGuide Parties are not responsible or liable for any actions,

errors, omissions, representations, warranties, breaches, negligence, or misconduct of Suppliers, nor for any damages, personal injury, death or other loss or expense arising from bookings or Activities. GetYourGuide is not responsible for refunds for delays, cancellations by the Suppliers, or other circumstances beyond GetYourGuide's control. All Activity information on the GetYourGuide Platform, including descriptions, photographs, and related content, is provided and maintained by the respective Suppliers who offer those Activities. Each Supplier is responsible for ensuring their content is accurate and delivering their Activities as described. We have no direct influence on such content.

## 2. Scope

2.1. These Terms and Conditions apply to all visitors and users (collectively, "Users") and govern your use of its content. As soon as you use any portion of the GetYourGuide Platform, you are obliged to comply with these Terms and Conditions. If you do not wish to be bound by these Terms and Conditions, do not use the GetYourGuide Platform.

2.2. These Terms and Conditions apply to all of our services, unless more specific terms apply to a service. In such cases, we will clearly inform you of the applicable terms. Any other terms that are not included here, or that conflict with or differ from these Terms and Conditions, will not apply unless we have expressly agreed to them in writing.

## 3. What we do

3.1 When you book an Activity, the contract for that Activity ("Service Agreement") is concluded exclusively and directly between you and the Supplier. This means you are not buying anything from GetYourGuide, but directly from the Supplier, who is also responsible for providing the Activity. The Service Agreement is concluded by us on behalf of the Supplier, as we act as their commercial agent. This means we are commissioned and authorized by the Supplier to (i) conclude transactions directly between you and the Supplier for the account of the Supplier, and (ii) collect payments from you on behalf of and for the account of the Supplier. We do not offer any Activities ourselves and therefore do not become your contractual partner to any Service Agreement. We do not act as the organizer, reseller, or any other contractual partner in relation to the Service Agreement.

3.2. We receive a commission from the Supplier for brokering the Service Agreement. You acknowledge that the price shown on the GetYourGuide Platform ("Posted Price") or the amount you pay at checkout ("Booking Price") includes the commission that GetYourGuide earns, which is paid by the Supplier for services provided by GetYourGuide to the Supplier, such as facilitation, customer support, and other brokering services.

3.3. You can filter the list of Activities by different parameters. The discovery wizard will show you Activities that match your criteria and are offered by specific Suppliers. If multiple Suppliers offer matching Activities, GetYourGuide ranks them using a combination of factors designed to enhance customer experience and satisfaction. These factors include, but are not limited to, popularity, diversity, customer ratings, performance over time, and the amount of revenue generated, including commission paid by Suppliers. While Suppliers have the option to increase their commission as part of their marketing investment, this is only one of several factors influencing ranking. No specific placement or ranking position is guaranteed, as rankings are determined by an algorithm that considers multiple inputs to match traveler preferences. New Activities are initially ranked based on an internal assessment. Our ranking algorithm is updated regularly to reflect recent performance data, ensuring that rankings remain dynamic and performance-oriented.

3.4. We reserve the right to impose conditions on the use of the GetYourGuide Platform, including access to certain features, based on factors such as payment history or providing documentation (e.g., identity verification, payment receipts). If we suspect fraud, or

a violation of these Terms and Conditions or the Service Agreement, we may restrict or cancel your bookings.

3.5. We are not obligated to improve, update, upgrade, or continue to make available the content, functions, or services provided via the GetYourGuide Platform. We may discontinue our services at any time; there is no guarantee of continued availability. However, if you have already concluded a Service Agreement with a Supplier, this Service Agreement applies.

## 4. Use of the GetYourGuide Platform

4.1. The GetYourGuide Platform is provided for your personal, non-commercial use only. Any use of the Platform for business, commercial, or professional purposes is strictly prohibited. In particular, the commercial resale of tickets or any other activities intended to generate profit - whether for yourself or for third parties - is not permitted under any circumstances. The use of automated systems or software, such as bots, scrapers, spiders, or crawlers, to access, extract, copy, or index any content or data from the GetYourGuide Platform without our prior written consent is also strictly prohibited.

4.2. Although registration is not required to access the GetYourGuide Platform, you must register with us to access all features. To create an account on the GetYourGuide Platform ("GetYourGuide Account"), you must enter your full legal name and email address in the registration form and set a password. Alternatively, you may create a GetYourGuide Account using your existing social media account (such as Facebook, Google, or Apple).

4.3. You are responsible for maintaining the confidentiality of your GetYourGuide Account credentials and may not disclose them to any third party. You are responsible and liable for all activities conducted through your GetYourGuide Account. You must immediately notify GetYourGuide if you suspect that your credentials have been lost, stolen, or that your GetYourGuide Account is otherwise compromised.

4.4. You may only create one GetYourGuide Account for yourself. You may not transfer your GetYourGuide Account to anyone else.

4.5. GetYourGuide is committed to making the GetYourGuide Platform accessible to all users. Information about our accessibility standards is set out in our Accessibility Statement, available at <https://www.getyourguide.com/c/accessibility-statement>

## 5. GetYourGuide Apps

5.1. Subject to these Terms and Conditions, we hereby grant you a non-exclusive, revocable, non-transferable, non-sublicensable, limited license to download, install, and use our mobile applications ("GetYourGuide Apps"), provided that your installation and use of the GetYourGuide Apps is solely (i) for your personal, non-commercial use, and (ii) in accordance with the restrictions and limitations set forth in these Terms and Conditions. You may not copy, transfer, lease, loan, modify, adapt, create derivative works of, redistribute, or sublicense the GetYourGuide Apps. If you sell your mobile device to a third party, you must remove the GetYourGuide Apps from the device before doing so. You may not reverse-engineer, disassemble, or attempt to derive the source code of the GetYourGuide Apps, or any part thereof, except where such restriction is expressly prohibited by applicable law. All rights not expressly granted to you hereunder are reserved by us and our licensors.

5.2. GetYourGuide may, from time to time and in its sole discretion, develop and provide updates to the GetYourGuide Apps. These updates may include upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, including related

documentation, “Updates”). Updates may also modify or remove certain features or functionality in their entirety. You agree that GetYourGuide has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. Based on your mobile device settings, when your device is connected to the internet, the GetYourGuide Apps may automatically download and install all available Updates, or you may receive notice of or be prompted to download and install available Updates. You must promptly download and install all Updates. You acknowledge that the GetYourGuide Apps or portions thereof may not function properly if you fail to do so. You further agree that all Updates will be considered part of the GetYourGuide Apps and subject to these Terms and Conditions.

5.3. You acknowledge that when you download, install, or use the GetYourGuide Apps, GetYourGuide may use automatic means (including, for example, cookies, SDKs, and web beacons) to collect information about your mobile device and your use of the GetYourGuide Apps. You may also be required to provide certain information about yourself as a condition of downloading, installing, or using the GetYourGuide Apps or certain features or functionality. All information we collect through or in connection with the GetYourGuide Apps is subject to our Privacy Policy, available at [https://www.getyourguide.com/privacy\\_policy](https://www.getyourguide.com/privacy_policy).

## **6. Customer Service**

In our role as commercial agents, we assist Suppliers with customer service requests. If you have a question, complaint, or need assistance with your booking, you can contact our customer service team through our Help Center (<https://www.getyourguide.com/contact/>), via phone, live chat, or email. We typically respond within 24 hours, and at the latest within 48 hours. You can also communicate directly with the Supplier through the supplier-customer chat. In case of emergency, the contact details of the respective Supplier can be found on your voucher or ticket.

## **7. Best Price Matching**

7.1. If you find the same Activity you booked via the GetYourGuide Platform offered at a lower price on the Internet, we will pay you the price difference, provided you can provide proof and the alternative offer meets all of the following conditions:

- Same Activity with identical conditions (date, city, number of participants)
- Same services and inclusions
- Lower price than paid on GetYourGuide
- Bookable with the same Supplier
- Currently available for booking

Offers that are available only to members of loyalty or reward programs, corporate rates, group rates, or other special promotions not available to the general public are excluded from best price matching.

7.2. Websites or platforms created for the sole purpose of circumventing this policy are strictly excluded from price matching. GetYourGuide reserves the right to reject claims where there is evidence or reasonable suspicion of fraudulent intent, manipulation, or abuse of this policy.

7.3. To claim price matching, you must submit the link and/or a screenshot of the alternative offer upon request. We will verify the alternative offer, and if the price is actually lower, we will provide a refund for the price difference. The refund may be processed to your original payment method or provided as a voucher.

## 8. Payment

8.1. The Posted Price applies to the Activity. The Booking Price is the Posted Price minus any applicable discounts. Unless otherwise agreed, the Booking Price is payable immediately upon booking. GetYourGuide cannot issue a tax invoice for any Activity booked. However, upon request, GetYourGuide may issue a payment confirmation for a completed booking.

8.2. For selected Activities, you may be able to choose the “Reserve now, pay later” feature. This option is only available with a credit card that is valid at least until the date of the selected Activity. To confirm this, we will charge a zero amount (0 EUR) to your credit card when you complete your booking. Seventy-two (72) hours before the start of the Activity, we will debit the Booking Price. If the credit card charge fails, you will have forty-seven (47) hours to make the payment manually. If payment is not made within this period, we will automatically cancel your booking.

8.3. GetYourGuide is entitled to receive the amounts in the name of and on behalf of the Supplier as a commercial agent. Once payment is successfully made to GetYourGuide, you have fulfilled your payment obligations towards the Supplier with a discharging effect. If amounts are to be paid in a currency other than your local currency (foreign currency claim), GetYourGuide may, in its role as a commercial agent, collect payment in your local currency and convert the foreign currency claim at the current exchange rate at the time of the conclusion of the contract. For highly volatile currencies, we may charge a reasonable exchange fee.

8.4. We serve as your point of contact regarding the Service Agreement and related payments, acting in our capacity as commercial agent of the Supplier. If you wish to request a refund of the Booking Price outside of our cancellation policy, you may contact us.

8.5. You must provide payment information truthfully and update it immediately in the event of changes. The means of payment permitted for the Activity will be displayed to you in the order process. The terms and conditions of the payment service provider will apply. Your payment service provider may charge additional fees. You are required to confirm to us that you are authorized to use or have the right to use a payment method you select. We reserve the right to make the use of the payment function or individual payment methods on the GetYourGuide Platform dependent on a check of the required creditworthiness.

8.6. Payments may be processed by a company we appoint as a payment processor (a “sub-agent”). These payments are subject to the same terms and conditions as payments made directly to us, so nothing changes for you. You will have also fulfilled your payment obligations with the successful payment to the sub-agent with a discharging effect towards the Supplier.

### 8.7. Local Payment

If you reside in one of the countries below, the payment shall be processed and collected by the respective local GetYourGuide entity. In such cases, your contracting entity for this transaction shall be the local GetYourGuide entity acting in accordance with

Clause 17 and the law applicable for the payment shall be local law as detailed in Section 8.8 below.

#### **Country of Residence - Our Company who is processing your payment**

US - GetYourGuide Operations, Inc.

Canada - GetYourGuide Canada Inc

Australia - GetYourGuide Australia Pty Ltd

UK - GetYourGuide UK LTD

Switzerland - GetYourGuide AG

8.8. If one of our companies above is processing your payment, the governing law and jurisdiction for the purpose of concluding and processing payments on behalf of Suppliers shall be of the location of the respective company, as detailed below.

8.8.1 **If you are contracting with GetYourGuide Operations Inc.**, this Section 8 will be interpreted in accordance with the laws of the State of New York and the United States of America, without regard to conflict-of-law provisions. Legal proceedings (other than small claims actions) that are excluded from the Arbitration Agreement in Appendix B must be brought in state or federal court in New York, unless we both agree to some other location. Appendix B shall also apply in its entirety to the payment intermediation. For any matter not arising from this Section 8, Clause 17 and Appendix B shall be applicable.

8.8.2 **If you are contracting with GetYourGuide UK LTD**, this Section 8 will be interpreted in accordance with English law. If you are acting as an individual consumer and if mandatory statutory consumer protection regulations in your country of residence contain provisions that are more beneficial for you, such provisions shall apply irrespective of the choice of English law. As an individual consumer, you may bring any judicial proceedings relating to this Section 8 before the competent court of your place of residence or a competent court in England. If Getyourguide wishes to enforce any of its rights against you as a consumer, we may do so only in the courts of the jurisdiction in which you are a resident. If you are acting as a business, you agree to submit to the exclusive jurisdiction of the English courts. For any matter not arising from this Section 8, Clause 17 and Appendix A shall be applicable.

8.8.3 **If you are contracting with GetYourGuide Canada Inc.**, this Section 8 will be interpreted in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein, without regard to conflict-of-law provisions. Legal proceedings must be brought in the courts of the Province of British Columbia, unless we both agree to some other location. For any matter not arising from this Section 8, Clause 17 and Appendix A shall be applicable.

8.8.4 **If you are contracting with GetYourGuide AG**, this Section 8 will be interpreted in accordance with the laws of Switzerland, without regard to conflict-of-law provisions. Legal proceedings must be brought exclusively in the courts of Zurich, Switzerland, unless we both agree to some other location. For any matter not arising from this Section 8, Clause 17 and Appendix A shall be applicable.



8.8.5 If you are contracting with **GetYourGuide Australia Pty Ltd**, this Section 8 will be interpreted in accordance with the laws of the State of New South Wales and the laws of Australia, without regard to conflict-of-law provisions. Legal proceedings must be brought exclusively in the courts of New South Wales, unless we both agree to some other location. For any matter not arising from this Section 8, Clause 17 and Appendix A shall be applicable.

## 9. Gift Cards

GetYourGuide offers the option to purchase Gift Cards, which can only be redeemed on the GetYourGuide Platform. These Gift Cards shall become void upon the expiration of 3 years from the end of the year the Gift Card was purchased in, unless otherwise provided under applicable laws. There shall be no entitlement to a cash payout, except where required by law. In the event of fraud, attempted fraud, or suspicion of other illegal activities in connection with the purchase or redemption of a Gift Card, we reserve the right to close your GetYourGuide Account and/or require an alternative method of payment. To view your Gift Card balance, visit <https://www.getyourguide.com/contact/> and search for "Gift Card".

## 10. Changes, Cancellations and Refunds

10.1. You may only cancel the Service Agreement in accordance with the cancellation conditions as stated below, in the suppliers own terms and conditions for the Activity ("Supplier-Customer T&Cs"), the description of the Activity on the GetYourGuide Platform, or on the voucher/ticket issued for the Activity.

10.2. To avoid misunderstandings, all changes (e.g., rescheduling the Activity date or changing participants) and cancellations must be made via the GetYourGuide Platform. You can make cancellations or changes using the form available at <https://www.getyourguide.com/contact/>. Changes or cancellations must be made in good time; what constitutes "good time" depends on the specific case (e.g., within the applicable cancellation period) and may depend on the Activity's availability. Therefore, it is very important that you carefully read all terms and conditions on the Activity page or in the Supplier-Customer T&Cs. The decisive factor for a timely cancellation is when GetYourGuide receives your notification. If these conditions are met, we will issue a cancellation or change confirmation on behalf of the Supplier. This confirmation will serve as proof and should be kept.

10.3. We may notify you of changes or cancellations on behalf of the Supplier, especially at short notice, using your provided telephone number and by sending notifications to your email address.

10.4. Unless different cancellation conditions are specified in the Activity description on the GetYourGuide Platform, in the Supplier-Customer T&Cs, or on the Activity voucher, the following cancellation conditions apply:

- For cancellations made more than 24 hours prior to the start of the Activity: full refund of the Booking Price.
- For cancellations made within 24 hours prior to the start of the Activity, or in case of no-show: no refund.

10.5. Refunds after a cancellation will be issued to the original payment method used for the purchase of the Activity. At your discretion, refunds may alternatively be provided in the form of GetYourGuide refund gift cards.

10.6. If you choose to use them, the current balance of your refund gift cards shall be shown in your GetYourGuide Account and can be applied in the checkout process to reduce the Booking price when booking Activities on our Platform. GetYourGuide refund gift cards:

- are non-transferable and cannot be refunded or redeemed for cash;
- cannot be used past the expiration date shown in your GetYourGuide Account;
- will be forfeited if you delete your GetYourGuide Account;
- cannot be collected past a maximum total amount that might change from time to time as shown in your GetYourGuide Account.

10.7. GetYourGuide reserves the right to make changes to the usage terms of GetYourGuide refund gift cards, including but not limited to their value, usage and validity without prior notice.

## 11. Reviews and Other User Content

11.1. We offer you the opportunity to view reviews and other content posted by other users on the GetYourGuide Platform. Reviews reflect the personal opinions of the respective users at a specific point in time and are shaped by individual ideas and expectations. Please note that the Activity may have changed since the review or other content was posted. The number of reviews and ratings should also be considered, as a single opinion is often less meaningful than the collective assessment from many users.

11.2. You can influence the content of the GetYourGuide Platform by writing reviews of Activities you have purchased or by posting pictures (together, "User Content"). You are fully responsible for any User Content you post. It is strictly forbidden to post User Content that: (i) is untrue or misleading; (ii) openly or covertly advertises third-party products, services, or companies; (iii) is created in return for remuneration from a third party; (iv) is created by or at the direction of the Supplier who provides the Activity; (v) violates the intellectual property, privacy, or other rights of a third party; or (vi) contains links or similar information/references that are likely to impair the functioning of third-party data processing systems.

11.3. You must ensure that you have the necessary usage rights for any images before uploading them as User Content. In particular, images or photos showing other people may only be uploaded if those individuals have given their consent. If you wish to use pictures taken by someone else, you must also obtain that person's consent.

11.4. The public accessibility of User Content must not violate any legal provisions, morality, or the rights of third parties. In particular, you may not upload or make publicly accessible any User Content containing depictions of violence, pornography, discrimination, insults, racism, defamation, or other illegal content.

11.5. You retain ownership of any User Content you create. However, you grant GetYourGuide a non-exclusive, sublicensable (through one or more tiers), worldwide, fully paid, and royalty-free license, in any and all media now known or later developed, to use, reproduce, adapt, translate, create derivative works of, modify, perform, publicly display, publicly perform, transmit, and distribute the User Content, including: (i) on or through the GetYourGuide Platform, (ii) on or through GetYourGuide's distribution partners, and (iii) in online and offline marketing materials.

11.6. We may remove User Content as necessary, at our sole discretion, for example, if the User Content violates this Section. We are not obligated to keep copies of User Content or to provide such copies.



11.7. GetYourGuide, its affiliates, sub-agents, and their distribution partners may display advertisements and other information next to or together with User Content on the GetYourGuide Platform and other media. You are not entitled to any compensation for such advertisements. We reserve the right to change the type and scope of such advertising at any time without notifying you.

## 12. Data Protection

We collect and process your personal data in accordance with the GDPR and other applicable laws. For detailed information on how we handle your data, your rights, and our security measures, please refer to our Privacy Policy, available at <https://www.getyourguide.com/c/privacy-policy>.

## 13. Assignment

You may not transfer or assign your rights and/or obligations under these Terms and Conditions, except for any claim for damages.

## 14. Severability

Should individual provisions of these Terms and Conditions be or become void or ineffective in whole or in part, this shall not affect the validity of the remaining provisions. Statutory law shall take the place of any provisions of these Terms and Conditions that are not included or are invalid. If such statutory law is not available in the respective case or would lead to an unacceptable result, the parties shall enter into negotiations to replace the non-included or invalid provision with a valid provision that comes as close as possible to the economic purpose of the invalid provision.

## 15. Termination

15.1. A blocking, termination or deletion of your GetYourGuide Account is possible at any time via the GetYourGuide customer service by phone or via the contact form under "Delete account". The contact details can be found at <https://www.getyourguide.com/contact/>.

15.2. GetYourGuide may unilaterally terminate these Terms and Conditions, your GetYourGuide Account or your access to the GetYourGuide Platform at any time with a notice period of one week. However, the termination will only become effective after any already established Service Agreements have been executed or canceled. The right to termination for good cause remains unaffected.

## 16. Supplier - Service Agreement

### 16.1. Conclusion of Contract with the Supplier

16.1.1. When you select and purchase an Activity on the GetYourGuide Platform, you conclude a Service Agreement directly with the Supplier. For the purpose of concluding this Service Agreement, we act as the commercial agent of the Supplier.

16.1.2. To book an Activity, you select and book the Activity, provide the required personal details, and choose a payment method. By booking the Activity, you submit a binding offer to conclude a Service Agreement with the Supplier who will provide the Activity.

Your offer remains binding for two working days. After receipt of your offer, we will send you an automatic booking confirmation on behalf of the Supplier. You must immediately check the booking confirmation to ensure all data has been entered correctly.

16.1.3. For some Activities, the Supplier may require you to accept their own Supplier-Customer T&Cs as part of the booking process. By booking the Activity, you agree to be bound by such Supplier-Customer T&Cs. Please read these Supplier-Customer T&Cs carefully, as they may contain important information for you, e.g., regarding cancellation options or conditions. Nothing in the Supplier-Customer T&Cs affects your relationship with us or our legal rights. In the event of a conflict between a provision of the Supplier-Customer T&Cs and a provision in these Terms and Conditions, the provision that is more beneficial to you shall govern the relationship between you and the Supplier.

16.1.4. We accept the offer in the name and on behalf of the Supplier once you receive a booking confirmation issued in the name and on behalf of the Supplier. If applicable, you will also receive access to a voucher or ticket (either a mobile voucher or a downloadable PDF voucher/ticket) and a payment confirmation. We reserve the right to accept or reject contract offers at our sole discretion.

16.1.5. The Service Agreement between you and the Supplier is not documented in a separate contract. The content of the Service Agreement consists of the ordered product (i.e., the description of the Activity you selected), the applicable provisions in this Section, and, if applicable, the Supplier-Customer T&Cs.

## **16.2. Prices**

16.2.1. In most cases, Posted Prices quoted are inclusive of all taxes and fees. However, it is possible that additional local taxes or fees are levied locally. If additional taxes or fees will be levied locally, this will be disclosed in the description of the Activity.

16.2.2. The Posted Prices set by Suppliers may be subject to special provisions, such as cancellation and refund policies. Before booking, you must independently check whether the respective Supplier has different conditions. The Posted Price or the Booking Price may be higher than the prices charged by Suppliers for the same or similar Activity on other platforms or through other sales channels.

## **16.3. Provision of the Activity**

16.3.1. You must arrive on time at the meeting point as stated in the Activity description on the GetYourGuide Platform or as communicated directly by the Supplier before the Activity. If you are traveling from abroad, you are responsible for obtaining the necessary travel documents (such as passport and visa) and for complying with all applicable health and entry requirements.

16.3.2. The Booking Price does not include any type of insurance. You are responsible for obtaining sufficient insurance coverage. We strongly encourage you to obtain travel insurance, especially if you are booking an Activity with outdoor or high-risk elements. We do not operate tours, employ guides, or set or verify safety standards for Activities.

16.3.3. Suppliers are independent contractors and not agents or employees of GetYourGuide. We are not responsible or liable for any acts, errors, omissions, representations, warranties, breaches, negligence, or misconduct by any Supplier, or for any personal injury, death, property damage, or other damages or expenses arising from or related to the Activity.

16.3.4. For time and deadline calculations, the time zone of the Supplier shall be decisive.

## **16.4. Further Rights of the Supplier**

16.4.1. The Supplier reserves the right to cancel the Activity on the agreed date without adhering to the standard cancellation period if external circumstances beyond the Supplier's control make it impossible, significantly impede, or endanger the performance of the Activity. Such circumstances include, but are not limited to, adverse weather conditions, government actions, strikes, or other unforeseeable events that can only be averted by disproportionate efforts by the Supplier (in particular, events of force majeure). In this case, the Booking Price paid for the canceled Activity will be refunded. Any additional claims for compensation must be directed to the Supplier.

16.4.2. The Supplier may exclude you from an Activity if (i) you do not meet the participation requirements specified on the GetYourGuide Platform, (ii) your participation would endanger yourself or others, or (iii) you disrupt the performance of the Activity in any manner. In these cases, the Booking Price paid for the Activity will not be refunded.

16.4.3. The Supplier may make immaterial changes to the itinerary of the Activity at any time if such changes are necessary due to unforeseen circumstances. Such changes may include a change of the starting or meeting point for the Activity, provided the new meeting point is accessible from the originally agreed meeting point within 15 minutes on foot or by public transport. Any changes to the start or meeting point may be made up to 24 hours before the start of the booked Activity and will be communicated to you by email or displayed on the GetYourGuide Platform. You are responsible for regularly checking your email and communications from the Supplier to stay informed about any updates. If there is conflicting information, the details provided by the Supplier in their email will prevail.

## **17. Final provisions**

17.1. We may engage GetYourGuide subsidiaries and third parties as agents to perform obligations and exercise rights under these Terms and Conditions.

17.2. We may amend or adjust these Terms and Conditions in the future, for example, to reflect changes in the law, market conditions, or to address regulatory gaps. We will inform you of any such changes in a timely and appropriate manner. If you object, we or you can terminate your GetYourGuide Account or your access to the GetYourGuide Platform with immediate effect.

17.3. All notices and other declarations under these Terms and Conditions must be made in writing (e.g., by email).

17.4. The provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply to these Terms and Conditions or any purchase made pursuant thereto.

17.5. The contract between you and us is formed and entered into in Berlin, Germany.

17.6. In these Terms and Conditions, (i) "including" means "including but not limited to," (ii) general words shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things, and (iii) words suggesting the singular include the plural, and vice versa. Captions and Section headings used in these Terms and Conditions are for convenience only and shall not be used in construing these Terms and Conditions.

## Appendix A

### Clauses Applicable to Residents of All Countries (Except Residents of the U.S.)

#### A1. Scope.

These Terms and Conditions are directed exclusively at consumers within the meaning of the §13 BGB (German Civil Code).

#### A2. Liability.

A2.1. Except as set forth below our maximum liability arising out of or in connection with the performance of our contractual obligations to you shall be limited to the typically foreseeable loss or damage arising from a negligent breach of a material contractual obligation. A “material contractual obligation” under these Terms and Conditions is an obligation, the performance of which is essential to the proper performance of these Terms and Conditions and the breach of which jeopardizes the purpose of these Terms and Conditions and its performance upon which you as a user may regularly rely. Loss or damage is typically foreseeable if it was typically foreseeable at the time these Terms and Conditions were accepted. We exclude our liability and the liability of vicarious agents for damages caused by a negligent breach of a non-essential contractual obligation.

A2.2. Nothing in these Terms and Conditions shall exclude or limit our liability, or the liability of our agents or employees for gross negligence, intentional injury, death, personal injury, or fraud. Likewise, any further-reaching mandatory statutory rights you have as a consumer shall remain unaffected.

A2.3. The above limitations of liability shall not apply in cases where we have fraudulently concealed a defect related to the GetYourGuide Platform or expressly warranted specific functionality. These limitations shall also not apply to claims arising under the Product Liability Act.

A2.4. We shall not be liable for any failure or delay in performance caused by events beyond our reasonable control ("force majeure") including but not limited to: failure of electronic or mechanical equipment or communications, actions by third parties (including Denial-of-Service (DoS) attacks and excessive or abusive use of the GetYourGuide Platform), telephone or other connectivity problems, computer viruses, unauthorized access, theft, operator error, fire, severe weather including floods, regulatory or other acts of regulatory, governmental or supranational authorities, war, riots or labor disputes.

#### A3. Indemnification.

You agree to indemnify and hold harmless GetYourGuide, and the GetYourGuide Parties (as defined in the Terms and Conditions) from and against any and all losses, damages, liabilities, costs, and expenses, including reasonable legal fees ("**Damages**") arising out of or in connection with:

- a) your intentional or negligent misrepresentation, act, or omission in connection with your use of the GetYourGuide Platform;
- b) your intentional or negligent non-compliance with these Terms and Conditions;

c) your violation of any applicable laws or regulations; or

d) claims asserted by third parties arising out of or in connection with your access to or use of the GetYourGuide Platform that intentionally or negligently violates these Terms and Conditions.

Damages includes, without limitation, any amounts that GetYourGuide or its affiliates are required, or become liable, to pay to employees, contractors, agents, or other third parties under applicable law as a result of the matters described above. For clarification, your indemnity obligation applies only to the extent that the relevant loss, claim, or liability was directly caused by your intentional or negligent act, omission, or breach of these Terms and Conditions.

#### **A4. Online Dispute Resolution.**

The online dispute resolution platform of the European Commission can be accessed via

<https://ec.europa.eu/consumers/odr/main/?event=main.home2.show>. We are neither willing nor obliged to participate in dispute resolution proceedings before a consumer arbitration board.

#### **A5. Governing Law.**

To the extent permitted by mandatory local (consumer) law of the country in which you reside, these Terms and Conditions and our services will be governed by German law.

##### **A5.1. Jurisdiction for EEA residents.**

If your usual place of residence is within the EEA (European Economic Area), then the following applies: To the extent permitted by mandatory local (consumer) law, any dispute will exclusively be submitted to the competent courts in Berlin, Germany.

##### **A5.2. Jurisdiction for non-EEA and non-U.S. residents.**

If your usual place of residence is outside the EEA (European Economic Area) and outside the United States of America, then the following applies: Any dispute will exclusively be submitted to the competent courts in Berlin, Germany.

#### **A6. Withdrawal.**

##### **A6.1. Right of withdrawal.**

You have the right to withdraw from this contract within fourteen (14) days without giving any reason. The withdrawal period will expire after 14 days from the day of the conclusion of the contract.

To exercise the right of withdrawal, you must inform us ( GetYourGuide Deutschland GmbH, Sonnenburger Straße 73, 10437 Berlin, Germany, [withdrawal@getyourguide.com](mailto:withdrawal@getyourguide.com) (spam protection), +49 30 2202 7135 ) of your decision to withdraw from this contract by means of a clear statement (e.g. a letter sent by post or email). You may use the attached model withdrawal form, but it is not

obligatory. To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

#### A6.2. Effects of withdrawal.

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. If you requested that the services begin during the withdrawal period, you shall pay us an amount which is in proportion to what has been provided until the time you informed us of your decision to withdraw from this contract, compared to the full coverage of the contract.

You can use the model withdrawal form below to declare your withdrawal, but are not obliged to use it. For example, you can request cancellation of a booking by using our cancellation form, available at

[https://www.getyourguide.com/contact#cancellation\\_cancel-booking/](https://www.getyourguide.com/contact#cancellation_cancel-booking/).

If you however decide to use the model withdrawal form below, we would kindly ask you to provide your booking reference. This makes it easier for us to match your withdrawal to your contract, but is not obligatory for you.

#### A6.3 Model Withdrawal Form.

(complete and return this form only if you wish to withdraw from the contract).

- To GetYourGuide Deutschland GmbH, Sonnenburger Straße 73, 10437 Berlin, Germany, withdrawal @ getyourguide . com:
- I/we(\*) hereby give notice that I/We(\*) withdraw from my/our(\*) contract of sale of the following goods(\*) /for the provision of the following service(\*),
- Ordered on(\*) /received on(\*),
- Name of consumer(s),
- Address of consumer(s),
- Signature of consumer(s) (only if this form is notified on paper),
- Date

(\*) Delete as appropriate.



#### A6.4 Exclusion of the right of withdrawal

Notwithstanding the above, the right of withdrawal does not apply to certain types of contracts, in particular to contracts for the provision of leisure activities if the contract provides for a specific date or period of performance. This includes date or time-bound "Tours" of various kinds, "(Multiple) Day Trips", "Entrance Tickets", "Guided Tours", "Water Activities", "Adventures", "Other Experiences" and "Combination Offers" arranged by us.

## Appendix B

### Clauses Applicable Only to Residents of the U.S.

**B1. Indemnification.** You agree to defend, hold harmless and indemnify GetYourGuide and the GetYourGuide Parties (as defined in the Terms and Conditions) from and against any and all liabilities, damages, fines, penalties, settlements, losses, and expenses, of whatever kind (including reasonable legal and accounting fees, court costs, and taxes) incurred or suffered in connection with:

- a) your non-compliance with these Terms and Conditions;
- b) your misuse of the GetYourGuide Platform, including your User Content;
- c) your non-compliance with the Supplier-Customer T&Cs;
- d) your violation of any applicable law or regulation;
- e) your violation or infringement of the rights of any third party; or
- f) your negligence or willful misconduct.

**B2. Limitations of GetYourGuide Liability.** To the fullest extent allowed by applicable law, in no event will GetYourGuide or the GetYourGuide Parties be liable for:

- ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING DAMAGES FOR LOST DATA, LOST PROFITS, LOST REVENUE OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER OR NOT WE WERE OR SHOULD HAVE BEEN AWARE OR ADVISED OF THE POSSIBILITY OF SUCH DAMAGE AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY STATED HEREIN.

- TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, IF GETYOURGUIDE IS HELD LIABLE FOR ANY LOSS OR DAMAGE ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS (INCLUDING YOUR USE OF GETYOURGUIDE'S SERVICES, YOUR PARTICIPATION (OR NON-PARTICIPATION) IN AN ACTIVITY, OR AN INJURY INCIDENT), THEN GETYOURGUIDE'S LIABILITY WILL IN NO EVENT EXCEED, IN THE AGGREGATE, THE GREATER OF (A) THE SUM PAID TO GETYOURGUIDE IN CONNECTION WITH THE ACTIVITY GIVING RISE TO THE CLAIM (IF APPLICABLE), OR (B) FIVE HUNDRED DOLLARS (US \$500.00).
- In no event shall we be liable to you for any acts or omissions of any Supplier.
- The limitation of liability set forth in Section B1.2 shall not apply to liability resulting from our gross negligence or willful misconduct.

**THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.**

**B3. Warranty Disclaimers.** The GetYourGuide Platform, its content, and any services obtained through the GetYourGuide Platform are provided on an "as is" basis, and are available to you without warranties of any kind, either express or implied. We do not warrant that (i) the GetYourGuide Platform will meet all of your requirements or that performance of the GetYourGuide Platform will be uninterrupted, virus-free, secure, or error-free, or (ii) the content on the GetYourGuide Platform will be complete, accurate, or free from technical defects or changes by unauthorized third parties. We are not responsible for the accuracy or completeness of Supplier-provided data.

YOUR USE OF THE GETYOURGUIDE PLATFORM, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE GETYOURGUIDE PLATFORM IS AT YOUR OWN RISK. NEITHER GETYOURGUIDE NOR ANY PERSON ASSOCIATED WITH GETYOURGUIDE MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE GETYOURGUIDE PLATFORM. WITHOUT LIMITING THE FOREGOING, NEITHER GETYOURGUIDE NOR ANYONE ASSOCIATED WITH GETYOURGUIDE REPRESENTS OR WARRANTS THAT THE GETYOURGUIDE PLATFORM, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE GETYOURGUIDE PLATFORM WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE GETYOURGUIDE PLATFORM OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, GETYOURGUIDE HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

**THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.**

#### **B4. Activity-Related Liabilities.**

**B4.1. Injury Incidents.** You (and any other person for whom you made a booking for an Activity (a "Co-Traveller") agree and understand that Activities are provided by Suppliers, not by GetYourGuide or the GetYourGuide Parties. Suppliers are independent third parties that are not under the control of GetYourGuide or the GetYourGuide Parties. In the event that you or a Co-Traveller is injured, killed, or suffers a loss during or in connection with an Activity (an "Injury Incident"), you agree to seek compensation directly from the Supplier that provided the Activity, not from GetYourGuide or the GetYourGuide Parties.

**B4.2. Release.** GetYourGuide is not responsible for the actions or information of third parties, and you release us from any claims and damages, known and unknown, arising out of or in any way connected with any claim you have against any such third parties. YOU, ON BEHALF OF YOURSELF AND ANY CO-TRAVELLERS, HEREBY RELEASE THE GETYOURGUIDE PARTIES TO AND FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, OBLIGATIONS, DAMAGES, AND LIABILITIES, COSTS AND EXPENSES (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS FEES), WHETHER OR NOT NOW KNOWN, SUSPECTED, OR CLAIMED, RELATING TO ANY INJURY INCIDENT, WHICH YOU EVER HAD, NOW HAVE, OR MAY IN THE FUTURE HAVE.

**B4.3. Unknown Claims.** California Civil Code Section 1542 provides as follows: **“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”** You agree that you have read and understand this language. You specifically and expressly WAIVE any and all rights you may have under California Civil Code Section 1542 (or any similar statute) as they relate to the release in this Section. You acknowledge and agree that this waiver is an essential and material term of these Terms.

**B4.4. Covenant.** You covenant and agree never to commence, prosecute, or cause, permit, or advise to be commenced or prosecuted against GetYourGuide or the GetYourGuide Parties, any action at law or equity, or other proceedings (including arbitration), based upon any Injury Incident. If any such prohibited action or proceeding is instituted, these Terms and Conditions may be pleaded as a full and complete defense thereto.

**B4.5. Third-Party Beneficiaries.** The GetYourGuide Parties are expressly named as third-party beneficiaries to this Section B3. Each of the GetYourGuide Parties has the right to enforce this Section B3 against you as this Section B3 pertains to its respective rights as a third-party beneficiary.

## **B5. Arbitration.**

**Please read this Section B5 carefully, it may affect your rights. This section provides for resolution of most disputes through arbitration instead of court trials. Arbitration is more informal than a lawsuit in court, uses a neutral arbitrator instead of a judge or jury, and discovery is more limited. Arbitration is final and binding and subject to only very limited review by a court. This Section B5 shall survive termination of your GetYourGuide Account.**

**B5.1. Binding Arbitration.** This provision is intended to be interpreted broadly to encompass all disputes or claims arising out of or relating to the GetYourGuide Platform, our services, these Terms and Conditions, and your relationship with us (or our subsidiary, parent or affiliate company or companies), whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, including the interpretation and scope of this arbitration clause and the arbitrability of a dispute (collectively, **“Claims”**). All Claims will be resolved by binding arbitration, unless expressly excluded from arbitration as set forth in Section B5.4.

**B5.2. Opt Out.** Notwithstanding Section B5.1., you may opt out of binding arbitration by following the Opt-Out Procedure described <https://www.getyourguide.com/c/arbitration-opt-out-procedure> and mailing us a written notice, by the Opt Out Deadline. The opt-out notice must be postmarked no later than 30 calendar days after the earliest of (i) the date you first used the GetYourGuide Platform, (ii) the date you first used our services, or (iii) the date of your first transaction with us (**“Opt Out Deadline”**).

The written notice must be sent to the following address: GetYourGuide Legal Department, Sonnenburger Straße 71-75, 10437 Berlin, Germany. Any opt-out received after the Opt Out Deadline (allowing three (3) additional days for mailing) will not be valid and you

must pursue your claim in arbitration or small claims court.

**B5.3. Governing Law for this Clause.** The parties agree that these Terms and Conditions evidence a transaction in interstate commerce and this arbitration provision will be interpreted and enforced in accordance with the U.S. Federal Arbitration Act and federal arbitration law, and not governed by state law.

**B5.4. Excluded Claims.** The following claims are not subject to binding arbitration and may be litigated in a judicial proceeding in a court of competent jurisdiction (as specified in Section B6): (i) any claim or cause of action alleging actual or threatened infringement, misappropriation, or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights; (ii) any claim or cause of action seeking emergency injunctive relief based on exigent circumstances (e.g., imminent danger of the commission of a crime, hacking, or cyber-attack); or (iii) a request for the remedy of public injunctive relief, where such remedies are permitted and cannot be waived by applicable law. In addition, either of us may take a claim to small claims court, if the claim qualifies for hearing by such a court, subject to the limitations specified in Section B6.

**B5.5. Pre-Dispute Notice Process.** For all disputes, whether pursued in court or arbitration, you and we agree to first send the other party a signed (wet ink or digital signature) written description via a form available at <https://www.getyourguide.com/contact/> of your claim to allow the parties an opportunity to resolve the dispute. Where we seek to pursue a claim or dispute against you, we will send notice to your last-known postal address or email address on file. You or we may pursue arbitration if your claim or dispute is not resolved within 60 days of our receipt of the claim. You and we agree to participate in good faith in this pre-dispute resolution process, including by providing necessary documentation to provide prima facie support for the claim. This pre-arbitration dispute resolution process is a precondition to commencement of arbitration or filing a complaint in court and proof that this requirement has been met must be included with any filing.

**B5.6 Arbitration Process.** The arbitration of any dispute or claim shall be conducted (i) before one neutral arbitrator, (ii) in English, (iii) under the American Arbitration Association's ("AAA") Consumer Arbitration Rules in effect on the date the claim was filed, available at [www.adr.org](http://www.adr.org). Information regarding how to file an arbitration demand is available at [www.adr.org](http://www.adr.org). AAA will review any arbitration filing for completion of the pre-dispute requirements in B5.5 and shall reject the demand if the filing party does not provide with the arbitration demand competent proof that the requirements were met. Neither party is permitted to make any application pursuant to 28 U.S.C. § 1782. The seat or place of arbitration shall be New York, New York, United States; thus in the case of an in-person hearing, the hearing shall be conducted either in New York, New York or in your state of residence, at your election, unless otherwise ordered by the arbitrator. The arbitrator shall be empowered to award only those damages which are permitted in these Terms and Conditions, subject to any disclaimers or damages and liability limits set forth in these Terms and Conditions. The award rendered by the arbitrator shall include costs of the arbitration, reasonable attorneys' fees and reasonable costs for experts and other witnesses. Any arbitration shall be confidential, and neither you nor we may disclose the existence, content, or results of any arbitration, except as may be required by law or for purposes of enforcement of the arbitration award. Judgment on any arbitration award may be entered in any court having proper jurisdiction. For claims under \$25,000, the arbitration will not involve any personal appearance by the parties or witnesses but will instead be conducted based solely on written submissions, unless you request an in-person, telephonic or video hearing, or the arbitrator determines that an in-person or telephone appearance is required. Hearings by telephone or video shall be preferred, unless the arbitrator determines that a party's right to a fundamentally fair process would be impaired without an in-person hearing.

**B5.7. Mass Arbitration.** If 25 or more demands for arbitration are filed within one calendar year relating to the same or similar subject matter and sharing common issues of law or fact, the AAA's Mass Arbitration Supplementary Rules and Consumer Mass Arbitration and Fee Schedule shall apply. However, if 1,000 or more mass arbitration demands are filed consistent with the requirements of this Arbitration Agreement, the relative advantages and efficiencies of arbitration may be lost. In that circumstance,

you or we may elect to resolve the Claims by a putative class action filed in the state or federal courts encompassing New York, NY. In that case, you and we agree not to object to the filing of a putative class action concerning the Claims, but do not waive any jurisdictional or other rights under the U.S. Constitution or Federal Rules of Civil Procedure, including the right to contest class certification under Rule 23.

**B5.8. Class Action Waiver. YOU AND WE EACH AGREE THAT ANY PROCEEDING, WHETHER IN ARBITRATION OR IN COURT, WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. WE GIVE UP THE RIGHT TO PROCEED IN COURT, INCLUDING HAVE OUR DISPUTE RESOLVED BEFORE A JURY.** If a court or arbitrator determines in an action between you and us that this class action waiver is unenforceable, this Section B5 will not apply to you. If you opt out of binding arbitration in accordance with Section B5.2, this class action waiver will not apply to you. Neither you, nor any other consumer, can be a class representative, class member, or otherwise participate in a class, consolidated or representative proceeding without having opted out of binding arbitration in accordance with Section B5.2.

If any provision of this arbitration agreement is found unenforceable, the unenforceable provision will be severed and the remaining arbitration terms will be enforced.

**B6. Governing Law.** Except as specified in Section B5.3, these Terms and Conditions are governed by the laws of the State of New York, without regard to its conflict of laws rules. In the event the application of the laws of the state of New York to the dispute is prohibited by the applicable local laws, then the laws of your country, state, or place of residence will apply to govern the dispute.

**B7. Venue.** Any legal suit, action, or proceeding arising out of or related to these Terms and Conditions or our services (including (i) any proceeding initiated by a User who has opted out of binding arbitration in accordance with Section B5.2, and (ii) any small claims proceeding) shall be subject to the exclusive jurisdiction of the State and Federal Courts located in Kings County, New York. Each party irrevocably consents to the personal jurisdiction of such courts and agrees that it is a convenient forum and that it will not seek to transfer such action or proceeding to any other forum or jurisdiction, under the doctrine of forum non conveniens or otherwise.

**B8. Jury Waiver. IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN THROUGH ARBITRATION, YOU AND WE EACH WAIVE ANY RIGHT TO A JURY TRIAL.**