General Terms & Conditions for End Users TourDash


TourDash B.V. ("TourDash"), a company incorporated and located in The Netherlands, provides users with the use of software pursuant to the terms & conditions set forth below (the "T&C"). By accepting these T&C, you enter into a legally binding agreement with TourDash ("Agreement") and agree to respect the T&C and be bound by the Agreement.

The laws of The Netherlands shall govern the Agreement. You agree that the Dutch courts shall have exclusive jurisdiction to resolve any and all disputes related to the Agreement. Den Bosch city court shall be the agreed legal venue.

1. DESCRIPTION OF SERVICE

1.1. TourDash provides, through resellers, users with the use of software, which allows them to add additional information to virtual tours and create interaction between the tour and other software such as reservation systems and web shops ("the Service").

The use of the license can be restricted to your specific country.

2. CHANGES TO T&C

2.1. TourDash may from time to time change the T&C and will make any updated or additional terms available to you through the TourDash application. A notice of change to T&C will be posted on the TourDash web site. You agree that your continued use of the Service after the date on which the new T&C has become effective is to be regarded as an acceptance of the new T&C.

3. CHANGES TO SERVICE

3.1. TourDash may at any time augment or enhance the Service with new features, with or without prior notice.

4. TERM AND TERMINATION

4.1. TourDash may, after the first year of service, terminate the Agreement with six months prior notice. Upon such termination, you are not entitled to a refund.

4.2. TourDash may terminate the Agreement without prior notice if you breach the provisions of this Agreement. You shall not be entitled to claim any refund or compensation if TourDash terminates the Agreement as a result of your breach of the terms of the Agreement. Additionally, TourDash is entitled to claim compensation for any damages as a result of your breach of the provisions of the Agreement.

4.3. Upon termination of the Agreement your access to the Service will be removed and all stored data will be subject to deletion.

5. SUBSCRIBER CONDUCT

5.1. You are solely responsible for the content you transmit through the Service, and acknowledge that it acts as a passive conduit for the transmission of your data.

5.2. You warrant that you will not:

- Use the Service to transmit content that is unlawful, harmful, abusive, threatening, defamatory, invasive, vulgar, obscene, or that contains viruses or other similar harmful programming;
- Impersonate any person or entity, including, but not limited to, a TourDash official, representative, or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- Engage in attempts of fraud or forgery, including, but not limited to, the use of fraudulent credit cards or other falsified means of payment, forging message headers, or manipulating identifiers in order to alter or disguise the origin of any transmitted content;
• Interfere with or disrupt the Service or servers or networks connected to it; or
• Infringe on any third party intellectual property rights or proprietary rights, or rights of publicity or privacy.

5.3. You will obey any requirements, procedures, policies or regulations of the Service or connected services, and observe and comply with any usage restriction set forth by administrators on this or appurtenant web sites, with regards to content, storage space, traffic, bandwidth, and other conditions.

5.4. The clauses in this Section also apply to any and all sub-accounts you may establish.

6. LIMITATION OF LIABILITY

6.1 You agree that your use of the Service is at your own risk. TourDash shall use its best efforts in order to ensure that the Service is responsive, reliable and functional. However, TourDash does not warrant that the Service will be error-free, available at any given time or otherwise fulfill any requirements or specifications. TourDash shall not be responsible for the consequences downtime or inaccessibility of the Service, or loss or corruption of stored data. You agree further that no such event shall make you entitled to claim refund of the subscription fee or terminate the Agreement.

6.2. Neither you nor TourDash shall be liable for any indirect, incidental, special, or consequential loss as a result of breach of provisions of this Agreement, including inter alia lost profit, lost anticipated savings, losses as result of delay or disruption of production or operation, loss of data, or third party claims.

7. PROPRIETARY RIGHTS

10.1. All data transmitted or stored are the property of the subscription owner and will not be used for any commercial purposes, unless compliance is given in advance.

8. COMMUNICATION

8.1 All communication regarding TourDash will be between you and your reseller.