

MOBILE APP – TERMS OF USE

1. GENERAL

- 1.1 By installing, downloading and using the Application/App (as defined below), these terms will automatically apply to you and you agree to be bound by these terms of use (the **Terms**). You must review the Terms carefully before installation and/or use of the App.
- 1.2 **We**, also referred to as Us or Our, (Day 8 Experiences Ltd and The Ski Week Ltd) are offering you the App to use for your own personal use without cost, but you should be aware that you cannot send it on to anyone else, and you are not permitted to copy or modify the App, any part of the App, or our trademarks in any way.
- 1.3 You must not attempt to extract the source code of the App, and you also must not attempt translation of the App into other languages, or make derivative versions. The App itself, and all the trademarks, copyright, database rights and other intellectual property rights related to it, still belong to us at all times.
- 1.4 You will find the App Privacy Policy on Our website(s); if unable to locate the App Privacy Policy, please contact developer@day8.com.
- 1.5 Any reference to you, is to you, the user of the App, who has contracted with the Companies.

2. SCOPE

- 2.1 The Application/App shall mean the software provided by Day 8 Experiences Ltd/The Ski Week Ltd (the **Companies**) to offer services related to the Companies, the Companies' services and their partners' services, to be used on Apple iOS and Android OS devices and any upgrades from time to time and any other software or documentation which enables the use of the App.
- 2.2 We are committed to ensuring the App is as useful and efficient as possible. For that reason, whilst App is currently made available to you free of charge for your personal, non-commercial use, We reserve the right to make changes to the App or to charge for its services, at any time and for any reason. We will never charge you for the App or its services without making it very clear exactly what you are paying for.
- 2.3 There are certain things that We will not take responsibility for. Certain functions of the App require the App to have active internet connection. The connection can be Wi-Fi, or provided by your mobile network provider, but We cannot take responsibility for the App not working at full functionality if you do not have access to Wi-Fi, and do not have any of your data allowance left.

3. THE WEBSITES

The Application allows you to access certain features available on the www.theyachtweek.com and www.theskiweek.com websites (the **Websites**). Such access shall be governed by the Websites Terms of Use (accessible via www.theyachtweek.com/legal and www.theskiweek.com/legal).

4. DATA PROTECTION

- 4.1 Any personal information you supply to Day 8 when using the App will be used by the Companies in accordance with the App Privacy Policy in accordance with paragraph 1.4 above. t
- 4.2 The App stores and processes personal data that you have provided to Us when booking via the Websites. It is your responsibility to keep your phone and access to the App secure. We recommend that you do not jailbreak or root your phone, which is the process of removing software restrictions and limitations imposed by the official operating system of your device. It could make your phone vulnerable to malware/viruses/malicious programs, compromise your phone's security features and it could mean that the App will not work properly or at all.

5. BOOKING TERMS & CONDITIONS

The Companies' Booking Terms and Conditions apply to all bookings made through the Companies and may be viewed at www.theyachtweek.com/legal and www.theskiweek.com/legal.

6. PROPRIETARY RIGHTS AND LICENCE

- 6.1 The App makes use of various Open Source libraries; for the full library/list of licences please contact developer@day8.com
- 6.2 All trademarks, copyright, database rights and other intellectual property rights of any nature contained within the App, together with all the underlying software code are owned either directly by the Companies or by the Companies' licensors.
- 6.3 The Companies hereby grant you a worldwide, non-exclusive, royalty-free, and revocable licence to use the App for your personal use in accordance with these Terms.
- 6.4 For the avoidance of doubt, the Companies shall remain owners of any and all intellectual property rights contained within the app, together with all the underlying software code; the grant to you in paragraph 6.2 is for use of those rights only.
- 6.5 We do not claim ownership of any content you post on or through the App. Instead, you hereby grant to Us a non-exclusive, fully paid and royalty-free,

transferable, sub-licensable, worldwide license to use the content that you post on or through the App, subject to the App's Privacy Policy.

7. CONDITIONS OF USE

- 7.1 We permit you to use the App strictly for personal, non-commercial purposes only. You will not, nor allow third parties on your behalf to:
- (a) make and distribute copies of the App or any intellectual property rights belonging to the Companies;
 - (b) attempt to copy, reproduce, alter, modify, reverse engineer, disassemble, decompile, transfer, exchange or translate the App or any intellectual property rights belonging to the Companies; or
 - (c) create derivative works of the App or any intellectual property rights belonging to the Companies of any kind whatsoever.
- 7.2 If you are using the App outside of a Wi-Fi area, you acknowledge that the terms of agreement with your respective mobile network provider (**Mobile Provider**) will continue to apply when using the App. As a result, you may be charged by the Mobile Provider for access to network connection services for the duration of the connection while accessing the App or any such third party charges as may arise. You accept responsibility for any such charges that arise.
- 7.3 If you are not the bill payer for the device on which you are using the App, you accept that We assume you have received permission from the bill payer for using the App.
- 7.4 You may not post:
- (a) violent;
 - (b) nude;
 - (c) partially nude;
 - (d) discriminatory;
 - (e) unlawful;
 - (f) infringing;
 - (g) hateful;
 - (h) pornographic or sexually suggestive photos or other content via the App.
- 7.5 You are responsible for any activity that occurs through your account and you agree you will not sell, transfer, license or assign your account, followers, username, or any account rights. You also represent that all information you provide or provided to Us upon registration and at all other times will be true, accurate, current and complete and you agree to update your information as necessary to maintain its truth and accuracy.
- 7.6 You must not:

- (a) defame, stalk, bully, abuse, harass, threaten, impersonate or intimidate other users and you must not post private or confidential information via the App, including, without limitation, your or any other person's credit card information, social security or alternate national identity numbers, non-public phone numbers or non-public email addresses; or
 - (b) create or submit unwanted email, comments, likes or other forms of commercial or harassing communications to other App users.
- 7.7 You may not use the App for any illegal or unauthorized purpose. You agree to comply with all laws, rules and regulations applicable to your use of the App and your content, including but not limited to, copyright laws.
- 7.8 You are solely responsible for your interaction with other users of the App. You agree that We are not responsible or liable for the conduct of any user. We reserve the right, but have no obligation, to monitor or become involved in disputes between you and other users. Exercise common sense and your best judgment when interacting with others, including when you submit or post content or any personal or other information.
- 7.9 You represent and warrant that:
- (a) you own the content posted by you on or through the App or otherwise have the right to grant the rights and licenses set forth in these Terms;
 - (b) the posting and use of your content on or through the App does not violate, misappropriate or infringe on the rights of any third party, including, without limitation, privacy rights, publicity rights, copyrights, trademark and/or other intellectual property rights;
 - (c) you agree to pay for all royalties, fees, and any other monies owed by reason of content you post on or through the Service; and
 - (d) you have the legal right and capacity to enter into these Terms.
- 7.10 Where you have failed to adhere to this clause 7 (and the Terms generally), we reserve the right to either remove any infringing content or delete and remove your profile and terminate your use of the App. We do not have any obligation to prescreen, monitor, edit, or remove any content. If your content violates these Terms, you may bear legal responsibility for that content.

8. AVAILABILITY

- 8.1 Although it is Our intention for the App to be available as much as possible, there will be occasions when the App may be interrupted, including, without limitation, for scheduled maintenance or upgrades, for emergency repairs, or due to failure of telecommunications links and/or equipment.
- 8.2 The App is available to handheld mobile devices running Apple iOS and Android OS Operating Systems. We will use reasonable efforts to make the Application available at all times. However, you acknowledge the App is provided over the internet and mobile networks, thus the quality and availability

of the Application may be affected by factors outside Day 8's reasonable control.

8.3 The Companies', the group of companies and sub-contractors do not accept any responsibility whatsoever for unavailability of the App, or any difficulty or inability to download or access content or any other communication system failure which may result in the App being unavailable.

8.4 We will not be responsible for any support or maintenance for the App.

9. SYSTEM REQUIREMENTS

9.1 In order to use the App, you are required to have a compatible mobile telephone or handheld device, internet access, and the necessary minimum specifications (**Software Requirements**).

9.2 The Software Requirements are as follows: Apple iOS devices running iOS 8.0 or higher, and Android OS devices running Android OS 4.1 (API 16) or higher.

9.3 We reserve the right to, (a) upgrade the App software to new versions and (b) update and change the Software Requirements, from time to time to add support for new functions and services. You may be required to download updates in order to continue using the App.

10. DISCLAIMER

10.1 To the maximum extent permitted by law, and for the avoidance of doubt, save for section 2 of the Supply of Goods and Services Act 1982, We hereby disclaims all express and implied warranties with regard to the App.

10.2 The App and software are provided on an "as is", "as available" and "with faults" basis without warranty of any kind. Neither the Companies, nor their parent companies, employees, managers, officers or agents (together the **App Parties**) make any representations, warranties or endorsements of any kind whatsoever, express or implied as to: the App, software, user content, or security associated with the transmission of information to the App via the App.

10.3 The App Parties do not represent or warrant that:

- (a) the App will be error-free or uninterrupted; that defects shall be corrected or that the App is free from harmful components, including any viruses; and
- (b) the information on the App is accurate, complete or useful.

10.4 You acknowledge that your use of the App is at your sole risk.

11. LIMITATION OF LIABILITY

11.1 Under no circumstances will We or the App Parties be liable for any direct, indirect, special, punitive, exemplary or consequential losses or damages of whatsoever kind arising out of your use or access to the App, including loss of profit or the like whether or not in the contemplation of the parties, whether based on breach of contract, tort (including negligence), product liability or otherwise.

11.2 We are not liable to you for any damage or alteration to your equipment including but not limited to computer equipment, handheld device or mobile telephones as a result of the installation or use of the App.

11.3 Nothing in these Terms shall exclude or limit our liability for death or personal injury caused by negligence or for fraud or fraudulent misrepresentation or any other liability which cannot be excluded or limited under applicable law.

12. INDEMNIFICATION

12.1 You agree to defend (at Our request), indemnify and hold the Companies and App Parties harmless from and against any claims, liabilities, damages, losses, and expenses, including without limitation, reasonable legal fees and costs, arising out of or in any way connected with any of the following (including as a result of your direct activities on the App):

- (a) your content or your access to or use of the App;
- (b) your breach or alleged breach of these Terms of Use;
- (c) your violation of any third-party right, including without limitation, any intellectual property right, publicity, confidentiality, property or privacy right;
- (d) your violation of any laws, regulations, statutes or orders of any governmental authorities; or
- (e) any misrepresentation made by you.

12.2 You will cooperate as fully required by us and the App Parties in the defense of any claim. We reserve the right to assume the exclusive defense and control of any matter subject to indemnification by you, and you will not in any event settle any claim without Our prior written consent.

13. TERMINATION

We may terminate use of the App at any time by giving notice of termination to you. Upon any termination:

- (a) the rights and licenses granted to you herein shall terminate; and
- (b) you must cease all use of the App.

14. GOVERNING LAW AND JURISDICTION

These Terms shall be governed exclusively by the law of England and Wales. The courts of England and Wales shall have exclusive jurisdiction to adjudicate upon any dispute or claim that arises out of or in connection with these Terms.