

Terms of Use - Hidden Trax

Please read these Terms of Use carefully as they contain important information about your legal rights, remedies and obligations.

The terms and conditions (hereinafter, “Terms”, “Terms of Use” or “T&C”) set forth herein constitute a legally binding agreement and terms on which access to the Hidden Trax website and all associated online services, sites and applications is granted to you by Hidden Trax Limited, 7 Howe St, Edinburgh, United Kingdom, EH3 6TE (the “Company”, “Hidden Trax”, “us”, “we”, or “our”).

These Terms cover Hidden Trax associated mobile and online services that includes but not limited to the Hidden Trax consumer mobile application (“Hidden Trax App”), the <https://hiddentrax.co> website (hereinafter collectively referred to as the “Service” or the “Platform”).

The Terms apply to all visitors, users and others who access or otherwise use the Service.

1. ACCEPTANCE OF TERMS

By accessing and using the Service you agree to be bound by these Terms of Use, which are in force from the date of your first access to the Service. Access and use may include but not be limited to downloading and installing the Platform, registering user account and/or uploading or downloading any content or information to/from the Platform.

You represent that you have read and understood the Terms, you will comply with them, and that you are either 18 years of age or more, or if a minor that you have your parent(s)’ or legal guardian(s)’ permission to use the Services.

If you are accepting these Terms on behalf of an individual, company or other legal entity that you represent, you confirm that you have the legal authority to bind that individual, company or legal entity to these Terms.

If you do not have the legal authority, or if you do not agree with the Terms set out herein, please refrain from using the Service and/or contact us for further clarifications on hello@hiddentrax.co

2. PRIVACY POLICY

Our collection and use of personal information in connection with your access to and use of the Platform is described in our Privacy Policy. We advise that you read it before you use the Service, as it will help you better understand our practices. By continuing to use the Service, you hereby agree to the terms of the Privacy Policy.

3. RIGHT TO CHANGE OR MODIFY THE TERMS

Hidden Trax reserves the right to change, add, remove or modify any or all of the terms and conditions in these Terms of Use at any time and at its sole discretion, and notify you of such changes. Such notice may be provided by sending an email, posting a notice on <https://hiddentrax.co> website or any other Platform, or such other form of notice as determined by Hidden Trax. It is your responsibility to check these Terms of Use periodically for changes. Your continued use of the Service following the posting of changes will mean that you accept and agree to these changes.

4. SCOPE OF SERVICES

4.1 The Service

The Hidden Trax Platform enables users to download and explore new places by taking a Tour via the Hidden Trax App (hereinafter, "Explorers").

4.2 Exploring

The Explorers may download and follow the Tours via the Hidden Trax App.

4.5 Feedback and New Ideas

Hidden Trax enables users to contribute their feedback on the Service and the Tours in the form of reviews and ratings via the Platform ("Feedback"). We also encourage you to contact us regarding any suggestions, ideas, or other information or materials relating to Hidden Trax business and activity, for new or improved Service, experiences, technologies, advertising and marketing campaigns or other promotions ("New Ideas"). By sharing such Feedback and New Ideas with us, you understand and agree that any Feedback and New Ideas you submit to us is non-confidential and will become the sole property of Hidden Trax. Hidden Trax will own (and may freely use in any way) such Feedback and New Ideas for any purpose without restriction, and free of any obligation for acknowledgment or compensation.

4.6 New Services

Hidden Trax may, from time to time, release new tools, resources, features or other services ("New Services") on the Platform. Any New Services will

be subject to these Terms as well as any additional terms of use that we may release for those specific services or features.

5. REGISTRATION AND USER ACCOUNTS

5.1 Registered User

In order to access and use the Service, you must download the Hidden Trax App

6. INTELLECTUAL PROPERTY RIGHTS

6.1 Ownership

All copyright, trade mark, patent, trade secret, designs or other proprietary rights ("Intellectual Property Rights") in the Hidden Trax App, the <https://hiddentrax.co> website and other Hidden Trax information and materials accessible on the Hidden Trax Platform with the exception of Tour Content (hereinafter the "Hidden Trax Content"), is owned wholly and absolutely by Hidden Trax unless stated otherwise on the Platform.

Subject to the Terms set forth herein: (a) Tour Creator owns all rights, title and interest in and to the Tours (except the Platform) and all Intellectual Property Rights embodied therein; and Hidden Trax owns all right, title and interest in and to the Platform, all App Data (as defined below) and all Intellectual Property Rights embodied therein. Each party reserves all rights not expressly granted in these Terms. For the purpose of these Terms, "Intellectual Property Rights" means all patents, copyrights, moral rights, trademarks, trade secrets and any other form of intellectual property rights recognized in any jurisdiction, including applications and registrations for any of the foregoing.

6.2 Content Rights

The Content on the Platform and in any other material including marketing materials, newsletter or other communication published or sent to users by Hidden Trax contains copyrighted material, trademarks and other proprietary information, including, but not limited to, text, software, photos, video, graphics, music and sound, code, proprietary methods and systems used to provide the Service and the entire contents of the Platform are protected by copyright, trademark and other intellectual property laws. For the purposes of these Terms, Content means all content on the Platform, including Hidden Trax Contents owned by Hidden Trax and Tour Content owned by the respective Tour Creators.

6.3 Feedback and New Ideas

Hidden Trax will own exclusive rights, including all Intellectual Property Rights, to any Feedback and New Ideas that users share with us, whether by texts, email, posting through the Hidden Trax App, the <https://hiddentrax.co> website or otherwise.

6.4 Infringement

Hidden Trax respects copyright law and expects our Registered Users to do the same. If you believe that any content on the Platform infringes either yours or any other third-party's copyrights or other Intellectual Property Rights, please notify us on hello@hiddentrax.co

7. CONDITIONS OF USE

7.1 Use of the Service

As a Registered User, we grant you a limited, non-exclusive, non-transferable, non-sublicensable, and revocable right and license ("limited license") to access and make personal use of the Platform. You are not allowed to reproduce, copy or modify any aspects of the Platform, including but not limited to its design and appearance ("look and feel"), source code, technological aspects or any Content that was not specifically created by you. This may be done only with written consent from us.

This limited license also governs any future upgrades provided by Hidden Trax to Hidden Trax App and/or any other element of the Platform, unless the upgrade is accompanied by an alternative license, in which case the terms of that alternative license will apply.

By accepting these Terms, you are granted permission to access, view, and copy parts of the Content on the Platform for your personal, non-commercial use, provided that: (a) you do not modify any Content on the Platform (that you do not own) in any way or reproduce or publicly display, perform or distribute or otherwise use them for any public or commercial or other non-personal purpose; and, (b) any copyright notices, trademarks and/or logos that appear on any copied screens remain on the copies and are not removed from such screens.

7.2 Unauthorised Use of the Service

Unless expressly authorised by these Terms of Use, you may not (a) modify, disclose, alter, translate or create derivative works of the Platform (or any components thereof), (b) license, sublicense, resell, distribute, lease, rent, lend, transfer, assign or otherwise dispose of the Platform (or any components thereof), (c) decompile, disassemble, decode or reverse

engineer the Platform (or any components thereof), (d) translate the Platform (or any components thereof) or otherwise attempt to learn the source code, structure, algorithms or internal ideas underlying the Platform or reduce the Platform (or any components thereof) by any other means to a human-perceivable form, (e) bypass, delete or disable any copy protection mechanisms or any security mechanisms within the Platform, disclose to any third party any performance information or analysis relating to the Platform, or (f) cause or permit any other party to do any of the foregoing.

Further, as a Registered User, you may not (and you may not encourage others to) do any of the following in connection with your use of the Platform:

- copy, sell, rent, lease, license, sublicense, grant any rights in, transfer, distribute, time-share or otherwise assign to any third party the whole or any part of the Platform or its content;
- interfere, disrupt or damage the Service to any user in any manner, including, without limitation, by means of storing any material that contains software viruses, corrupted data or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware;
- submitting a virus to the Platform or attempting to overload, "flood," "spam," "mail bomb" or "crash" the Platform;
- scan or test the security or configuration of the Platform or to attempt to breach security or authentication measures;
- access data not intended for you, such as logging into a server or an account which you are not authorized to access;
- attempt to circumvent any Content filtering techniques Hidden Trax may employ;
- violate any applicable local or international laws, regulations, rules, orders and other requirements, now or hereafter in effect;
- infringe, violate or misappropriate any copyrights, trademark rights, patent rights, trade secret rights, rights of publicity, rights of privacy or any other rights of any third party;
- promoting illegal drugs or any other illegal activity, and/or exposing confidential information of a national security interest or similar concern;
- attempt to probe, scan, penetrate or test the vulnerability of a Hidden Trax system or network;
- attempt to gain unauthorised access to or use of Hidden Trax data or the data of Hidden Trax's Platform users;
- cause any breach of Hidden Trax's security or authentication measures;
- engage in any conduct that is likely to result in retaliation against Hidden Trax or its employees, directors or other agents including, but not limited to, engaging in behaviour that results in any server being the target of a denial of service attack; or,
- use the Platform in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the Service or that could

damage, disable, overburden or impair the functioning of the Platform; If you become aware of any violation of the above, you are required to immediately notify us and provide us with assistance, as requested, to stop or remedy the violation. To report any violation of the Terms or unauthorised use, please contact: hello@hiddentrax.co

8. MONITORING AND LIABILITY

Hidden Trax reserves the right, without obligation, to monitor the activities undertaken by the Registered Users on the Platform or in relation to any specific Tour. Registered Users acknowledges and agrees that Hidden Trax may monitor, collect, use and store data (anonymous, aggregate or otherwise) regarding use of the Hidden Trax App, or other elements of the Platform and/or any individuals or entities that interact with the Platform, and/or Hidden Trax App ("App Data").

In case where Hidden Trax has a reason to believe that any Registered User is in violations of these Terms, in addition to other available remedies, Hidden Trax may suspend or terminate that Registered User's account and/or temporary or permanently block the access to the Service as a whole. Hidden Trax may also, per its discretion, remove or suspend the availability of any Tour on the Platform. Hidden Trax will generally attempt to notify you of any activity in violation of the Terms and request that you cease such activity. However, Hidden Trax reserves the right to do so without notification if deemed urgent and necessary. Hidden Trax reserves the right to report to relevant Registered Users of any activity that we suspect to be in violation of any applicable local or international law or regulations.

9 SPECIFIC TERMS FOR EXPLORERS

9.1 Availability of Service

As an online and mobile business that is depended both on communication infrastructure and on Tour Content created by independent Tour Creators, despite our best efforts, we cannot guarantee an availability of the Service or Tours in every location, language or time. Hidden Trax is not liable for any loss of signal or interruption in the Service experienced during the Tours.

9.2 Tour Description

Hidden Trax attempts to ensure that the description of the offered Tours is as accurate as possible. However, we do not warrant that Tour descriptions or other Content of any Hidden Trax Platform is accurate, complete, reliable, current, or error-free.

9.3 Personal Responsibility

It is the personal responsibility of the Explorer(s) to exercise caution, be aware of its surroundings and adhere to road and safety rules whilst taking the Tour(s). The Explorers will not hold Hidden Trax and/or the Tour Creators liable for any physical harm or damage to the Explorer(s) or third-parties due to taking the Tour(s) via the Hidden Trax App.

10. COMMUNICATION

The entire communication with us is electronic. Every time you send us an email or visit the Platform, you are going to be communicating with us. You hereby consent to receive communications from us. If you subscribe to our newsletter and email communication, you are going to receive regular emails from us. We will continue to communicate with you by posting news and notices on the Platform and by sending you emails. You also agree that all notices, disclosures, agreements and other communications we provide to you electronically meet the legal requirements that such communications be in writing.

11. LOCATION INFORMATION

By accepting these Terms or using the Service, you acknowledge and agree for Hidden Trax's collection, use, disclosure and storage of your location information, in accordance with the Privacy Policy terms. You may revoke your consent at any time by contacting hello@hiddentrax.co and deleting the Hidden Trax App from your mobile device. Please know that if you revoke your consent by contacting us or you delete or deactivate your Registered User Account, we may retain certain information as required by law or for legitimate business purposes. We may also retain cached or archived copies of information about you for a certain period. Hidden Trax undertakes reasonable measures to protect your location information from loss, theft, misuse and unauthorized access, disclosure, alteration and destruction.

Notwithstanding the above, you may not use the Service to collect another individual's location information. If you violate any of this restriction or any other restriction, you will have breached these Terms, which may subject you to prosecution and damages.

12. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

THE HIDDEN TRAX PLATFORM AND ALL INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) AND OTHER

SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE HIDDEN TRAX SERVICES ARE PROVIDED BY HIDDEN TRAX ON AN “AS IS”, “AS AVAILABLE” NS “WITH ALL FAULTS” BASIS, UNLESS OTHERWISE SPECIFIED IN WRITING.

TO THE FULL EXTENT PERMISSIBLE BY LAW, HIDDEN TRAX DISCLAIMS ALL REPRESENTATIONS OR WARRANTIES OF ANY KIND (EXPRESS OR IMPLIED, ORAL OR WRITTEN) ARISING OUT OR RELATING TO THESE TERMS OF USE, THE HIDDEN TRAX PLATFORM, INCLUDING HIDDEN TRAX APPS, TOURS OR THE INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE HIDDEN TRAX SERVICES, UNLESS OTHERWISE SPECIFIED IN WRITING.

HIDDEN TRAX DOES NOT WARRANT THAT THE HIDDEN TRAX SERVICES, INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE HIDDEN TRAX SERVICES, HIDDEN TRAX’S SERVERS OR ELECTRONIC COMMUNICATIONS SENT FROM HIDDEN TRAX ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

YOU EXPRESSLY AGREE THAT YOUR USE OF THE HIDDEN TRAX SERVICES IS AT YOUR SOLE RISK. TO THE FULL EXTENT PERMISSIBLE BY LAW, HIDDEN TRAX WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF ANY HIDDEN TRAX SERVICE, OR FROM ANY INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH ANY HIDDEN TRAX SERVICE, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, UNLESS OTHERWISE SPECIFIED IN WRITING.

13. INDEMNIFICATION

Registered Users agrees to indemnify, defend and hold harmless Hidden Trax, its successors, assigns, affiliates, agents, directors, officers, employees and shareholders from and against any and all claims, obligations, damages, losses, expenses, and costs, including reasonable attorneys’ fees, resulting from: (a) any violation by you of these Terms; (b) any third party claim of infringement of copyright or other Intellectual Property Rights or invasion of privacy arising from the publishing of your Tour on the Platform, and/or your making available thereof to other Registered Users of the Platform,

and/or the actual use of your Tour Content by other users of the Services in accordance with these Terms of Use and the parameters set by you with respect to the distribution and sharing of Your Tour; (c) any activity related to your Registered User Account, by you or by any other person accessing your account with or without your consent; and (d) any bodily or physical direct damage to Registered User or any third-party caused in the process of creating or taking the Tour.

14. LIMITATION OF LIABILITY

EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS, IN NO EVENT WILL EITHER PARTY'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS OF USE EXCEED THE FEES PAID BY THE EXPLORER TO HIDDEN TRAX OR BY HIDDEN TRAX TO TOUR CREATOR, AS APPLICABLE.

FURTHER, WITH THE EXCEPTION OF GROSS NEGLIGENCE IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, LOSS OF REVENUE, LOSS OF GOODWILL, ANY INTERRUPTION OF BUSINESS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR RELATED TO THESE TERMS OF USE, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OR IS OTHERWISE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. MULTIPLE CLAIMS WILL NOT EXPAND THIS LIMITATION.

15. TERM, TERMINATION AND EFFECT OF TERMINATION

You may terminate these Terms at any time by sending notice to hello@hiddentrax.co confirming such termination and/or by removing all of your Tour Content from the Platform and deleting your Registered User Account and thereafter by ceasing to use the Services.

Hidden Trax may with or without prior notice, suspend or terminate your account and your access to the Services at any time if it is Hidden Trax's impression that (a) you are in breach of these Terms; (b) Hidden Trax elects at its discretion to cease providing the Services in the jurisdiction where you reside or from where you are attempting to access the Services, or (c) an infringement or violation of the rights of any third party, or of any applicable laws or regulations has occurred; (d) in other reasonable circumstances as determined by Hidden Trax and at its discretion.

Either party may terminate these Terms if the other party breaches one of its obligations under these Terms and fails to cure such breach within 30 days of receipt of written notice from the other party setting for such breach.

16. MISCELLANEOUS

16.1 Entire Agreement

These Terms constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior agreements between the parties, whether written or oral, relating to the same subject matter, including without limitation the Privacy Policy and any other agreement if exists with the Tour Creator(s). No modification, amendments or supplements to these Terms shall be effective for any purpose unless in writing, signed by each party. Approvals or consents hereunder of a party shall also be in writing. Neither party shall be liable to the other for any non-fraudulent misrepresentation made by it.

16.2 Waiver

The waiver by either party of a breach or default of any of the provisions of these Terms of Use by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other party.

16.3 Notices

Unless otherwise specifically provided, all notices required or permitted by these Terms of Use shall be in writing and in English and may be delivered personally, or may be sent by e-mail, or via commercial express courier or air mail.

16.4 Governing Law and Venue

These Terms of Use will be governed by and construed in accordance with the laws of the United Kingdom and Ireland, without resort to its conflict of law provisions. The United Kingdom Courts will be the jurisdiction in which any suits should be filed if they relate to these Terms of Use. Before the filing or initiation of any action or proceeding relating to these Terms, the parties must participate in good faith mediation in Edinburgh Scotland. If a party initiates any proceeding regarding these Terms of Use, the prevailing party to such proceeding is entitled to reasonable attorneys' fees and costs for claims arising out of these Terms.

16.5 Invalidity and Severability

If any provision of these Terms of Use shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of these Terms and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The parties hereby agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision that achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

16.6 Independent Contractors

Neither party will, for any purpose, be considered an agent, franchisor, franchise, employee, representative, owner or partner of the other party, and the relationship between the parties will only be that of independent contractors. Neither party will have any right or authority to assume or create any obligations or to make any representations or warranties on behalf of any other party, whether express or implied, or to bind the other party in any respect whatsoever.

16.7 Assignment

Hidden Trax may assign these Terms of Use without Registered Users' prior written consent. These Terms of Use will be binding and inure to the benefit of such assignees, transferees and other successors in interest of the parties, in the event of an assignment or other transfer made consistent with the provisions of these Terms of Use. Any attempted or purported assignment, delegation or transfer (by sale, merger, operation of law or otherwise) by Registered User in violation of the foregoing will be null and void and without effect.

16.8 Headings

Headings to clauses in these Terms of Use are for the purpose of information and identification only and shall not be construed as forming part of these Terms.

16.9 Force Majeure

Neither party shall be liable to the other for any delay or non-performance of its obligations under these Terms of Use arising from any cause or causes beyond its reasonable control ("a Force Majeure Event"). As soon as practicable following a Force Majeure Event Hidden Trax shall use all reasonable endeavours to mitigate the effects of a Force Majeure Event and to facilitate the continued provision of the Service under the Terms.

QUESTIONS

If you have any questions regarding the use of these Terms of Use, please email Hidden Trax at hello@hiddentrax.co