

## KLIKTIX

### General Terms and Conditions - Version 08/29/2025

These General Terms and Conditions ("Terms of Use"), along with the Privacy Policy, govern the use of the KLIKTIX online mediation platform ("KLIKTIX Platform"), accessible via [<https://www.kliktix.com>](<https://www.kliktix.com>), other KLIKTIX-powered websites ("KLIKTIX Website"), and KLIKTIX mobile apps ("KLIKTIX Apps").

The KLIKTIX Platform is available worldwide. Specific portions of these Terms of Use apply based on your location:

- **All Countries (Except the US):** Appendix A applies.
- **United States of America:** Appendix B applies, including a mandatory arbitration clause and a waiver of class actions or jury trials. You may opt-out of arbitration by following the procedure in Appendix B.

These Terms of Use are drafted in English. In case of any inconsistency between the English version and a translation, the English version prevails.

#### 1. About Us

KLIKTIX LLC, registered at 111-14 76th Ave, #315, Forest Hills, NY 11375, New York, USA, operates the KLIKTIX Platform. Available worldwide in multiple languages, our platform is user-friendly and serves as an intermediary for various local activity providers ("Suppliers"). Activities include guided tours, cooking classes, sightseeing tours, boat trips, tickets for sightseeing, and more. We act as commercial agents for the Suppliers and have no direct influence on their content.

#### 2. Scope

2.1 These Terms of Use apply to all visitors and users of the KLIKTIX Platform and its content on iOS and Android ("Users"). By using the KLIKTIX Platform, you agree to comply with these Terms of Use. Please read them carefully during your first use.

2.2 These Terms of Use are available online and apply to all our services unless specific terms for a service prevail, which will be clearly indicated. Conflicting or deviating terms from users do not apply unless agreed upon in writing.

2.3 The KLIKTIX Platform is for personal use only. Reselling tickets is strictly prohibited. Any use beyond personal, private use, including commercial resale, is forbidden.

#### 3. What We Do

3.1 You can view Activities on the KLIKTIX Platform. The contract for the Activity is directly between you and the Supplier ("Service Agreement"). We act as commercial agents for the Suppliers, concluding transactions and collecting payments on their behalf. We do not offer activities ourselves and are not your contractual party in any Service Agreement.

3.2 You can filter Activities by various parameters. The discovery wizard shows Activities matching your criteria, ordered by factors like popularity, availability, and rating.

3.3 For booking questions, contact KLIKTIX customer service via forms on [Kliktix.com](https://www.kliktix.com) or our hotline. We support Suppliers in this process and usually respond within 24-48 hours. Supplier contact details are on your voucher/ticket for emergencies.

3.4 We may impose conditions on using the KLIKTIK Platform, such as payment behavior or proof of identity. We can restrict or cancel bookings in cases of suspected fraud or Terms of Use violations.

3.5 We are not obligated to improve or continue our services. If you have a Service Agreement with a Supplier, Section 15 applies.

### **3. Use of our Services**

2.1 By using the Services, you confirm that all information you provide is true, accurate, current, and complete, and that you are 13 years or older. KLIKTIK does not knowingly collect information from anyone under 13.

2.2 The Services are for personal, non-commercial use and legitimate bookings only. You agree not to make speculative, false, or fraudulent bookings.

2.3 You confirm that you are not suspended or banned from using the Services, not acting on behalf of a competitor, will not create more than one account, and have the authority to enter this agreement.

2.4 We may deny access to the Services at our discretion for any reason, including violations of these Terms of Use.

2.5 You may encounter offensive or inaccurate content on the Website. KLIKTIK does not endorse such content and you use the Website at your own risk.

### **4. Registration and KLIKTIK Account**

4.1 Registration is not required to access the KLIKTIK Platform, but is needed to use all features, like the "Wish List" and "Manage My Booking".

4.2 To create a KLIKTIK Account, enter your full legal name and email address, and set a password. You can also create a passwordless account with an email verification link. Keep your account data secret. After confirming your email, your KLIKTIK account is created.

4.3 You may only create one KLIKTIK Account for yourself and cannot transfer it to others.

### **5. KLIKTIK Apps**

5.1 We grant you a non-exclusive, revocable, non-transferable, limited license to download, install, and use the KLIKTIK Apps for personal, non-commercial use, in accordance with this Agreement. You may not copy, modify, or reverse-engineer the KLIKTIK Apps.

5.2 KLIKTIK may provide app updates, including upgrades and bug fixes. Updates may modify or delete features. You must promptly download and install all updates for proper app operation.

5.3 When using the KLIKTIK Apps, we may collect information about your device and app usage. You may need to provide certain information to use the apps. All collected information is subject to our Privacy Policy. You can control data processing activities by managing your consent in the app.

### **6. Conclusion of Contract with KLIKTIK - User Agreement**

6.1 The User Agreement covers the free use of the KLIKTIK platform.

6.2 The contract begins when you use the KLIKTIK Platform, including installing the app. You can block, terminate, or delete your account anytime via customer service.

6.3 KLIKTIK can terminate your User Agreement, account, or access with one week's notice, effective after any existing Service Agreements are executed or cancelled. Termination for good cause remains unaffected.

6.4 Gift cards, redeemable only on the KLIKTIX platform, expire three years from the end of the purchase year. No cash payout is available unless required by law. In cases of fraud or illegal activities, we may close accounts or require alternative payment methods. Check your gift card balance at [klikitix.com](https://klikitix.com).

## **7. Customer Service / Best Price Matching by Klikitix**

7.1 Reach our customer service via phone, chat, or email at [Contact us](#) | KLIKTIX.

7.2 If you find a booked activity at a lower price with the same conditions and services from the same Supplier, we will pay the difference. Trust or loyalty program offers are excluded.

7.3 To use the best price matching, send us the link or screenshot of the alternative offer. We will verify and pay the difference, possibly via a voucher.

7.4 Special offers and discounts are clearly marked.

## **8. Payment at Klikitix**

8.1 The "Posted Price" on the KLIKTIX Platform applies to the Activity. The "Booking Price" is the Posted Price minus any discounts and is payable immediately upon booking.

8.2 For selected Activities, you can choose "Reserve now, pay later" with a valid credit card. We will charge 0 USD to confirm, and debit the Booking Price 72 hours before the Activity. If the charge fails, you have 47 hours to pay manually, or the booking will be canceled.

8.3 KLIKTIX, as a commercial agent, receives payments on behalf of the Supplier. Payment to Klikitix fulfills your obligations to the Supplier. For foreign currency claims, Klikitix may collect in your local currency and convert at the current exchange rate, possibly charging an exchange fee.

8.4 We handle Service Agreement payments as the Supplier's agent. For refunds outside our cancellation policy, contact us, and we will liaise with the Supplier.

8.5 Provide truthful payment information and update it as needed. Payment methods will be shown during the order process, and your payment provider's terms apply.

8.6 In some cases, payments are processed by a sub-agent, like KLIKTIX Operations Inc. in the USA. These payments are subject to the same terms as direct payments to us.

8.7 By authorizing payment, you consent to your payment information being used for the Supplier. We may require a credit check for payment functions or methods.

## **9. Changes and Cancellations**

9.1 Cancel Service Agreements per the Supplier's T&Cs, Activity description, or voucher/ticket.

9.2 Make changes or cancellations via the KLIKTIX Platform unless otherwise agreed. Use the form at [Contact us](#) | Klikitix. Timely receipt of the notification by Klikitix is crucial.

9.3 We can notify you of changes or cancellations on behalf of the Supplier via phone or email.

9.4 Unless specified otherwise, cancellations more than 24 hours before the Activity get a full refund; cancellations 24 hours or less before the Activity or no-shows get no refund.

9.5 Refunds are issued using the original payment method or as KLIKTIX credit, per Section 6.4.

## **10. Reviews and Other User Content**

10.1 You can view reviews and content posted by other users on the KLIKTIX Platform. Reviews reflect personal opinions and may not represent current conditions. Consider the number of reviews for a balanced view.

10.2 You can post reviews and pictures ("User Content") for Activities you have purchased. You are

responsible for your User Content, which must not be untrue, misleading, or violate any rights.

10.3 Ensure you have the necessary rights to use images before uploading. Obtain consent from individuals visible in the images and from the photographer if you did not take the pictures.

10.4 User Content must not violate laws, morality, or third-party rights. Do not upload content with violence, pornography, discrimination, insults, racism, defamation, or other illegal depictions.

10.5 You retain ownership of your User Content but grant KLIKTIX a worldwide, sublicensable, royalty-free license to use, reproduce, and distribute it.

10.6 KLIKTIX may remove User Content at its discretion if it violates obligations. We are not obligated to keep or provide copies of User Content.

10.7 KLIKTIX and its partners may display ads next to User Content without compensation to you. We may change advertising measures without notice.

## **10. Prohibited Activities on the Website**

**10.1** The content and information available on the Website, including but not limited to messages, data, text, music, photos, graphics, videos, maps, icons, software, code, and other materials ("Website Content"), along with the infrastructure used to deliver it, are proprietary to us. You agree not to alter, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any Website Content or products/services obtained from the Website without prior written consent from KLIKTIX.

**10.2** You agree not to, and not to assist or enable others to: a. Utilize the Website or Website Content for any commercial or illegal purpose. b. Access, monitor, or copy any Website Content using automated tools or manual processes without our explicit written consent. c. Violate any robot exclusion headers or bypass measures designed to restrict or control access to the Website. d. Take actions that impose an unreasonable load on our infrastructure or create excessive traffic demands. e. Deep-link to any part of the Website without our explicit written consent. f. "Frame," "mirror," or incorporate any part of the Website into another website without prior written authorization. g. Modify, translate, adapt, decompile, disassemble, or reverse engineer any software. h. Use the Website to threaten, stalk, defraud, incite, harass, or interfere with another user's use. i. Submit or transmit spam, chain letters, contests, junk email, pyramid schemes, surveys, or other mass messaging. j. Create conflicts of interest, such as trading reviews with other business owners. k. Promote bigotry or discrimination against protected classes. l. Violate any third-party rights, including intellectual property or privacy rights. m. Submit or transmit pornography or illegal content. n. Solicit personal information from minors or harm/threaten to harm any person, including minors. o. Gain unauthorized access to the Website, user accounts, or connected networks. p. Transmit any viruses, worms, defects, Trojan horses, or other destructive items. q. Use any device, software, or routine that interferes with the proper functioning of the Website. r. Violate the security of any computer network or crack passwords/security encryption codes. s. Disrupt or interfere with the security of the Website. t. Remove, circumvent, disable, damage, or interfere with any security-related features of the Website. u. Use or assist others in using any automated device, process, or means to access, retrieve, copy, scrape, aggregate, collect, download, or index any portion of the Services or Website Content without express written permission from KLIKTIX.

## **11. Data Protection**

11.1 KLIKTIX processes your personal data in accordance with data protection laws and the Privacy Policy. We share your data with Suppliers as necessary for Service Agreements or legal obligations. Suppliers are responsible for their data processing.

11.2 Detailed information on exercising your data protection rights is in the Privacy Policy.

## **13. Copyright and Trademark Notices**

9.1 Excluding Third Party Content, the Website and all its content, including visual interfaces, interactive features, custom graphics, design, code, products, software, and other elements, are owned by KLIKTIX, Inc. All rights reserved. KLIKTIX is not responsible for content on third-party websites. All product or service names and slogans on the Website are trademarks of KLIKTIX, Inc. or its suppliers/licensors and cannot be used without prior written permission. The look and feel of the Website, including headers, graphics, icons, and scripts, are also protected and cannot be used without permission. Other trademarks mentioned are the property of their respective owners. Reference to any products, services, or other information does not imply endorsement by KLIKTIX.

9.2 KLIKTIX operates on a “notice and takedown” basis. If you have complaints or believe content infringes your copyright, follow the Copyright Complaint Policy instructions. KLIKTIX will respond to valid complaints by removing illegal content within a reasonable time.

## **12. Indemnification**

You indemnify us for damages, costs, and expenses resulting from your intentional or negligent misrepresentation, non-compliance with the Terms of Use, or third-party claims related to your use of the KLIKTIX Platform.

## **13. Links to Third Party Websites**

7.1 The Website may contain hyperlinks to third-party websites ("Third Party Sites") for your reference. These links do not signify KLIKTIX's endorsement or association with their operators.

7.2 We do not control Third Party Sites and are not responsible for their content or practices.

7.3 Ensure that hyperlinks you select and software you download are free of viruses.

7.4 Linking your KLIKTIX profile to a Third Party Site is optional. To disable such a link, contact the Third Party Site.

## **13. Assignment**

You may not transfer or assign your rights and obligations under these Terms of Use, except for damage claims.

## **14. Severability Clause**

If any provision of these Terms of Use is void or ineffective, the remaining provisions remain valid. Statutory law replaces invalid provisions. If statutory law is unavailable or unacceptable, the parties will negotiate a valid provision that closely matches the economic purpose of the invalid provision.

## **15. Supplier - Service Agreement**

### **15.1 Conclusion of Contract with the Supplier**

15.1.1 When you purchase an Activity on the KLIKTIX Platform, you enter a contract directly with the Supplier, with us acting as their commercial agent.

15.1.2 Add the Activity to your cart, complete the checkout process, and provide payment information.

15.1.3 By clicking "Pay now," you submit a binding offer to the Supplier. We send an automatic order confirmation, which is not an acceptance of the offer.

15.1.4 Suppliers may have their own terms and conditions ("Supplier T&Cs"). In case of conflict, the more

beneficial provision to you will govern.

15.1.5 The contract is accepted once you receive a booking confirmation and, if applicable, a voucher or ticket.

15.1.6 The contract content includes the Activity description, Section 15 of these Terms of Use, and the Supplier T&Cs.

15.1.7 Check the order confirmation immediately for accuracy.

#### **15.2 Prices**

15.2.1 Posted Prices usually include all taxes and fees, but additional local taxes or fees may apply.

15.2.2 Suppliers' Posted Prices may have special provisions regarding cancellations and refunds.

#### **15.3 Provision of the Activity**

15.3.1 Arrive on time at the meeting point. Ensure you have necessary travel documents and comply with health requirements.

15.3.2 The Booking Price does not include insurance. Obtain sufficient coverage, especially for high-risk activities.

15.3.3 Suppliers are independent contractors. We are not liable for their actions or any damages arising from the Activity.

15.3.4 The Supplier's time zone is decisive for time and deadline calculations.

#### **15.4 Further Rights of the Supplier**

15.4.1 Suppliers may cancel the Activity due to unforeseeable circumstances (e.g., weather, strikes). The Booking Price will be refunded.

15.4.2 Suppliers may exclude you from an Activity if you do not meet participation requirements, endanger others, or disrupt the Activity. No refund will be given.

15.4.3 Suppliers may make minor changes to the Activity program if necessary. Changes to the meeting point will be communicated up to 24 hours before the Activity.

### **16. Final Provisions**

16.1 We may use other KLIKTIX companies and third parties as agents.

16.2 We may amend these Terms of Use to reflect legal or market changes. You will be informed in advance.

16.3 All notices must be in writing (e.g., email).

16.4 The United Nations Convention on Contracts for the International Sale of Goods does not apply.

16.5 The contract is formed in New York, USA.

16.6 "Including" means "including but not limited to." General words are not restrictive, and singular includes plural. Captions and headings are for convenience only.

## **Appendix A**

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

#### **A1 Scope.**

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

#### **A2 Liability.**

A2.1 Except as set forth in Section

A2.2, 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 fundamental contractual obligation. A “fundamental contractual obligation” under these Terms of Use is an obligation, the performance of which is essential to the proper performance of these Terms of Use and the breach of which jeopardizes the purpose of these Terms of Use 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 of Use 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 of Use shall exclude or limit the liability of us or our agents or servants for gross negligence, intentional injury, death, personal injury, or fraud. Likewise, any further-reaching mandatory statutory rights as a consumer shall remain unaffected. A2.3 The above limitations of liability do not apply if we fraudulently conceal a circumstance to the standard of the KLIKTIX Platform or should guarantee a certain functionality. The same applies to any claims of the User under the Product Liability Act.

A2.4 No liability shall exist in cases of force majeure, including but not limited to: failure of electronic or mechanical equipment or communications, acts of third parties (including denial of service attacks and excessive or abusive use of the KLIKTIX 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.

A2.5 You always have the option to prove to the Supplier that he has not incurred any damage at all or that the damage is significantly lower than the cancellation fees demanded by the Supplier.

### **A3 Indemnification**

A3.1 Damages in the sense of clause 12.1 also include compensation to which we are exposed to our vicarious agents (as defined by German law) or assistants because of the occurrence of one of the events described in Section 12. A3.2 The above obligations in Section A3.1 shall only apply if you are responsible for the occurrence of any events described in Section 12 or violations of these Terms of Use, i.e. you have acted intentionally or in a negligent manner, and that misconduct directly resulted in the event(s) or violation(s) described above.

**A4 Online Dispute Resolution.** The online dispute resolution platform of the European Commission can be accessed [here](#). 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 of Use and our services will be governed by German law.

**A6.1 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 New York, USA.

**A6.2 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 New York, USA.

### **A7 Right of Withdrawal**

If you are a consumer residing in the European Economic Area, you generally have a statutory right of withdrawal. However, this right may be excluded by law for specific contracts.

#### **A7.1 Exclusion of the Right of Withdrawal**

The right of withdrawal is excluded for distance contracts for leisure activities with a specific date or period,

such as "Tours," "Day Trips," "Entrance Tickets," "Guided Tours," "Water Activities," "Adventures," "Other Experiences," and "Combination Offers."

#### **A7.2 Instructions for Exercising the Right of Withdrawal**

You have the right to withdraw from this contract within 14 days without giving any reason. The withdrawal period expires 14 days after you or a third party acquires physical possession of the last good. To exercise the right of withdrawal, inform us (KLIKTIX LLC, 111-14 76th Ave, #315, Forest Hills, NY 11375, New York, USA, [info@KLIKTIX.com](mailto:info@KLIKTIX.com)) of your decision by an unequivocal statement (e.g., letter or email). You may use the model withdrawal form, but it is not obligatory. To meet the deadline, send your communication before the withdrawal period expires.

#### **A7.3 Effects of Withdrawal**

If you withdraw, we will reimburse all payments received, including delivery costs (except for additional costs from non-standard delivery), without undue delay and no later than 14 days from when we are informed of your decision. Reimbursement will use the same payment method as the initial transaction unless otherwise agreed, without fees. Return the goods without undue delay and no later than 14 days from communicating your withdrawal. The deadline is met if you send back the goods before the 14-day period expires. We will bear the return costs. You are liable for any diminished value of the goods from handling beyond what is necessary to establish their nature, characteristics, and functioning.

You can use the model withdrawal form below or declare your withdrawal via our platform at [kliktitx.com](https://kliktitx.com). Providing your booking reference helps us match your withdrawal to your contract but is not obligatory.

#### **A7.4 Model Withdrawal Form**

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

- To KLIKTIX LLC, 111-14 76th Ave, #315, Forest Hills, NY 11375, New York, USA, [info@KLIKTIX.com](mailto:info@KLIKTIX.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

## **Appendix B**

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

#### **B1 Warranty Disclaimers**

To the fullest extent allowed by law, we disclaim any representations or warranties regarding the activities and services in this agreement, including implied warranties of merchantability or fitness for a particular purpose. The KLIKTIX Platform is provided "as is" without any warranty. We do not guarantee that the platform will meet your requirements or be uninterrupted, virus-free, secure, or error-free. We are not responsible for the accuracy of Supplier-provided data.

#### **B2 Activity-Related Liabilities**

**B2.1 Injury Incidents:** Activities are provided by independent Suppliers. If you or a co-traveller is injured or suffers a loss during an Activity, seek compensation directly from the Supplier, not KLIKTIX or its affiliates.



**B2.2 Release:** You release KLIKTIX and its affiliates from any claims related to injury incidents.

**B2.3 Unknown Claims:** You waive any rights under California Civil Code section 1542 regarding unknown claims.

**B2.4 Covenant:** You agree not to sue KLIKTIX for any injury incidents.

**B2.5 Third-Party Beneficiaries:** KLIKTIX affiliates can enforce this section.

### **B3 Liability Limitations**

**B3.1 Waivers:** We are not liable for indirect, special, incidental, consequential, exemplary, or punitive damages.

**B3.2 Maximum:** Our liability is limited to the greater of the sum paid for the Activity or \$200.

**B3.3 Allocation of Risk:** This section represents a reasonable allocation of risk. We are not liable for Supplier acts or omissions.

### **B4 Arbitration**

Read this section carefully; it affects your rights. Most disputes will be resolved through binding arbitration, which is more informal than court trials.

**B4.1 Binding Arbitration:** All claims will be resolved by binding arbitration, unless excluded in B4.4.

**B4.2 Opt Out:** You may opt out of arbitration by mailing a written notice within 30 days of first using the KLIKTIX Platform or services.

**B4.3 Governing Law for this Clause:** This arbitration provision is governed by the U.S. Federal Arbitration Act.

**B4.4 Excluded Claims:** Claims related to intellectual property, emergency injunctive relief, or public injunctive relief are not subject to arbitration. Small claims court claims are also excluded.

**B4.5 Arbitration Process:** First, send us a written description of your claim. If unresolved in 60 days, you may request arbitration. Arbitration will be conducted by one neutral arbitrator under ICC and IBA Rules. The arbitrator can award damages permitted in these Terms of Use. Arbitration is confidential. For claims under \$25,000, arbitration will be based on written submissions unless an in-person or telephone hearing is requested or required. Hearings will be in New York, NY.

**B4.6 Class Action Waiver:** All proceedings will be on an individual basis, not as a class action. If this waiver is unenforceable, this section does not apply. If you opt out of arbitration, the class action waiver does not apply.

### **B5 Governing Law**

These Terms of Use are governed by New York law, except as specified in B4.3.

### **B6 Venue**

Legal actions related to these Terms of Use will be in Kings County, NY courts. Both parties consent to this jurisdiction.

### **B7 Jury Waiver**

If a claim proceeds in court, both parties waive the right to a jury trial.