



## PAYMENTS TERMS OF SERVICE

Questions about our terms? Contact Us [info@aldea.travel](mailto:info@aldea.travel)

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In accordance with these Terms of Service ("Payments Terms"), ALDEA Travel and you are bound by a legal agreement for the payment services (as defined below) provided through the ALDEA Platform. If ALDEA Travel, "we," "us," or "our" are mentioned here, it refers to: ALDEA Travel Ltd. ("**ALDEA Travel LTD**").

- Members publishing, offering and booking Experiences, Expeditions and other Host Services through ALDEA Travel, along with any other ALDEA Platform services currently available and in the future, are able to perform payments through ALDEA Travel. These payment services may include (if available) the following (collectively, "**Payment Services**"):
  - Receiving payments from Guests ("Payin"), using the payment method they have associated with their ALDEA account, such as a credit card, debit card, bank account or any account ("Payment Method");
  - Paying Hosts ("Payout") from a financial instrument associated with their ALDEA account, such as a bank account, direct deposit, prepaid card, or debit card ("Payout Method");
  - Making payments to a third-party Payout Method designated by a Host;
  - The collection and payment of charitable donations;
  - Payment collection services; and
  - Other payment-related services associated with Host Services.

You must be at least 18 years old, have an ALDEA account in good standing in accordance with the ALDEA Terms of Service ("Terms"), and keep your payment and personal information current.

The [Our Terms of Service](#) separately govern your use of the ALDEA Platform. If you see an undefined term in these Payment Terms, it has the same definition as in the [Terms](#).



## 1. Your use of the Payment Services

**1.1 ALDEA Payment Services.** You are agreeing to comply with the Payment Terms when you use the Payment Services. If ALDEA Travel temporarily limits or suspends your ability to access or use the Payment Services, or its features, it will do so to carry out maintenance measures to ensure the Payment Services operate properly. The Payment Services of ALDEA Travel may be improved, enhanced, and modified from time to time, and new Payment Services may also be introduced. If ALDEA Travel makes changes to the Payment Services, members will be notified, unless the changes materially increase or decrease the Members' contractual obligations or rights.

**1.1.1 Payment Processor** ALDEA Travel is not a payment processor and does not hold any funds. ALDEA Travel instead uses third-party payment processing partners to process any transactions that are made in our platform (the "Payment Processor"). You acknowledge and agree that the use of Payment Processors is integral to the Services and that we exchange information with Payment Processors in order to facilitate the provision of the Services.

Payment Processors are used by ALDEA Travel to process and to deliver the funds of your experiences to you. To withdraw funds, the Organiser or Beneficiary (collectively "Withdrawing Entity") will need to provide the Payment Processor with information regarding their bank account ("Withdrawing Account"). In your capacity as Withdrawing Entity, you represent and warrant to Payment Processor and ALDEA Travel that such information is accurate and that you are authorised to use the applicable Withdrawing Account.

Payment Processors are used by ALDEA Travel to process payments from your experiences and to deliver them to you. To withdraw funds, the Organiser or Beneficiary (collectively "Withdrawing Entity") will need to provide the Payment Processor with information regarding their bank account ("Withdrawing Account"). In your capacity as Withdrawing Entity, you



represent and warrant to Payment Processor and ALDEA Travel that such information is accurate and that you are authorised to use the applicable Withdrawing Account.

By setting up an account, the Withdrawing Entity agrees to the processing, use, transfer or disclosure of data by the Payment Processor pursuant to these Terms of Service as well as any and all applicable terms set forth by the applicable Payment Processor. Our current Payment Processor is Trustshare.

**1.2 Third Party Services.** The Payment Services may contain links to third-party websites or resources (“**Third-Party Services**”). Members should review the terms of service and privacy policies of Third Party Services before using them. ALDEA Travel is not liable for the use of Third-Party Services. All links to Third-Party Services are not endorsements of those Third-Party Services by ALDEA Travel.

**1.3 Your ALDEA Account.** There are features in ALDEA Travel that allow you to authorise other Members or third parties to perform certain actions affecting your ALDEA account. You may authorise a third party to use your ALDEA account if the feature is enabled for your ALDEA account. Any person you authorise to access your ALDEA account will be permitted to use the Payment Services on your behalf, and you will be responsible for any payments made by that person.



**1.4 Verification.** You authorise ALDEA Travel, directly or through third parties, to make any inquiries we consider necessary to verify your identity and information you provide. This may include (i) screening you against third-party databases or other sources, (ii) requesting reports from service providers, (iii) asking you to provide a form of government identification (e.g., driver's licence or passport), your date of birth, your address, and other information; or (iv) requiring you to take steps to confirm ownership of your email address, Payment Method(s) or Payout Method(s). ALDEA Travel reserves the right to terminate, suspend, or limit access to the Payment Services in the event we are unable to obtain or verify any of this information.

**1.5 Additional Terms.** You may need to accept additional terms and conditions in order to gain access to or use certain Payment Services. In the event that these Payments Terms and terms and conditions applicable to a specific Payment Service conflict, the latter will govern your use of or access to that Payment Service, unless otherwise specified.



## 2. Guest Terms

**2.1 Submitting a payment method.** ALDEA Travel or its third-party payment processor(s) will ask you for billing information such as your name, address, and financial instrument details when you add a Payment Method to your ALDEA account. By using ALDEA Travel, you authorise ALDEA Travel and its payment service providers to collect and store your Payment Method information.

**2.2 Verifying the payment method.** The Payment Method is verified by ALDEA Travel in one of two ways: (i) authorising one or two nominal amounts via a payment service provider, and asking you to confirm those amounts, or (ii) requiring you to upload a billing statement. We may, and retain the right to, initiate refunds of these amounts from your Payment Method. We automatically save and incorporate your Payment Method into your ALDEA account so that you can use it for future transactions when you add a new Payment Method during checkout. Payment Methods can be removed from ALDEA accounts if they are not associated with active or future reservations.

**2.3 Authorization of payments.** In accordance with the Terms and Section 6, ALDEA Travel may charge your Payment Method (including charging multiple Payment Methods) for all fees due (including any applicable taxes) in connection with your ALDEA account.

**2.4 Automatic Update of Payment Method.** Payment Method account information (e.g., account number, routing number, expiration date) may change due to re-issuance or otherwise, in which case we may obtain that information from our financial services partners or your bank and automatically update your Payment Method on file.

**2.5 Payment timing.** After the Host accepts your booking request, ALDEA Travel usually charges the Total Price due and our payment service provider holds it in the Guests wallet until the experience takes place. ALDEA Travel will collect the Total Price due at the time of your booking request or after the Host accepts it. By choosing the payment method, you agree to pay those fees. Should ALDEA Travel not be able to collect the Total Price due as scheduled, it will collect it at a later time according to Section 5.3. A booking confirmation will be emailed to you once the payment for your requested booking has been made.



**2.5 Currency processing.** Please note that ALDEA Travel may process your payment outside of your country of residence if your contracting entity's location is different from that of your Payment Method or if your selected currency differs from the billing currency of your Payment Method. Therefore, certain fees may be charged and your card statement may show a different amount than what you see during checkout. You may also be charged a conversion fee by your bank or credit card company if you choose to pay in a currency other than the billing currency associated with your Payment Method. The conversion rate and fee amount is determined solely by your bank. ALDEA Travel is not responsible for such fees and disclaims all responsibility for them. If you have any questions about these fees or the applicable exchange rate, please contact your bank or credit card company.

**2.6 Status of Booking Request.** Bookings declined by the Host, you cancel the booking request before the Host accepts it, or ALDEA cancels the booking will be refunded to you based on the policies described in Section 5.5, and any pre-authorization of your Payment Method will be released (if applicable) according to Section 5.5.2.

**2.7 Payment Restrictions.** Payments may be declined or limited when we deem that the payment (i) violates ALDEA Travel' risk management policies or procedures, (ii) violates these Payment Terms or the Terms, (iii) is unauthorised, fraudulent or illegal, or (iv) poses unacceptable risks to ALDEA Travel or others.

**2.8 Payment Service Providers.** All payment methods require the use of third-parties for payment processing. ALDEA Travel is not a payment processor and does not hold any funds. ALDEA Travel instead uses third-party payment processing partners to process any transactions that are made on our platform. You may be charged additional fees by these payment service providers when you process payments in connection with the Payment Services, and ALDEA Travel disclaims all responsibility and liability in this regard. You may also be subject to additional terms when using the Payment Services. Before using your Payment Method, please read them carefully.

**2.9 Your Payment Method, Your Responsibility.** ALDAPayments is not liable for any losses you suffer as a result of inputting incorrect Payment Method information.



### 3. Host Terms

**3.1 Payment Collection.** Unless otherwise noted, the Total Price of a booking is usually collected by ALDEA Travel once the Host accepts the Guest's booking request.

**3.2 Valid Payout Method.** ALDEA accounts must be linked with a valid Payout Method in order to receive a Payout. ALDEA Travel or its third-party payment processor(s) will ask you for information such as your name, billing address, and financial instrument information when you add a Payout Method to your ALDEA account. Additional information may be required depending on the Payout Method selected. Examples include: residential address, account type, routing number, account number, email address, payout currency, identification number, and information associated with the payment processor. A valid Payout Method requires that the requested information be provided. ALDEA Travel may require additional information for a valid Payout Method at any time; failure to provide requested information may result in ALDEA Travel temporarily suspending, cancelling, or holding a Payout until the requested information is provided and validated, if necessary. You authorize ALDEA Travel to collect and store your Payout Method information. ALDEA Travel may also share your information with governmental authorities as required by applicable law.

**3.3 Timing of Payout** In general, ALDEA Travel will initiate Payouts to your selected Payout Method after successfully receiving payments from guests: (i) for Experiences, **24 hours following the start of the Experience**; and (ii) for all other Host Services, as specified via the ALDEA Platform. The time it takes to receive payouts once released by ALDEA Travel may depend on the Payout Method you select and it is entirely out of our control how long the local payment bank takes to process and release the funds.

**3.4 Payout.** Booking payments consist of the total price minus fees such as ALDEA's service fees and applicable taxes. ALDEA Travel will remit the amount you are due (if any) in the event that a confirmed booking is cancelled in accordance with the Terms and cancellation policy.



**3.5 Payout Restrictions.** The ALDEA Payment provider may temporarily suspend or cancel any Payout if we are unable to verify your identity, or obtain or verify requested information; or if we are preventing unlawful activity or fraud. Furthermore, ALDEA Travel may temporarily suspend, delay, or place a hold on any Payout due to you under the Terms as a result of high volume Booking cancellations or changes caused by a Force Majeure Event (as defined below).

**3.6 Limits on Payouts.** Payout amounts may be limited by ALDEA Travel for operational or compliance reasons. A series of Payouts (potentially over a number of days) may be made by ALDEA Travel if you are due an amount above that limit.

**3.7 Payment Service Providers.** Third-party payment service providers are involved in the payout process. You will be subject to additional terms and conditions regarding your Payout Method. You should also review these terms and conditions and you will need to provide KYC documentation to be able to create a wallet.

**3.8 Your Payout Method, Your Responsibility.** ALDEA Travel is not liable for any losses you suffer as a result of inputting incorrect Payment Method information.





#### **4. ALDEA Travel is a Reservation Services Platform; We are not a Broker, Financial Institution, Payment Service Provider, Creditor or Charity**

4.1 There is no functionality in the Services other than administrative platforms. Hosts, along with each member of the Host Team, hereby appoint ALDEA Travel as their exclusive administrative platform and the collection agent Trustshare solely for the purpose of accepting and processing funds from guests purchasing Host Services on their behalf.

4.2. Hosts and Host Team members agree that any payment made by a guest through ALDEA Travel shall be treated as a direct payment to the Host, and the Host will provide the Host Service booked by the Guest as if the payment had been made directly to the Host. Hosts agree to allow ALDEA Travel to refund Guests according to the Terms. Each Host agrees that ALDEA Travel' obligation to pay the Host is dependent upon and contingent upon the Guest successfully making the associated payments. According to these Payments Terms, ALDEA Travel guarantees payment to Host(s) only for amounts that have been successfully received by ALDEA Travel from Guests. In accepting appointment as the limited payment collection agent of the Host, ALDEA Travel assumes no liability for any acts or omissions of the Host.

4.3 Guests acknowledge and agree that ALDEA Travel is not a part of the agreement between you and the Host(s), nor is that company a party to the agreement. ALDEA Travel is merely an administrative platform that serves as the link to the host's payment collection agent, in this instance Trustshare is responsible for receiving payments from you on behalf of the host(s).

4.4 ALDEA Travel' responsibility is to remit the funds successfully received by ALDEA Travel to the Host(s) in accordance with these Payments Terms after a Guest pays the funds to ALDEA Travel. This eliminates the Guest's obligation to pay the Host(s) for the agreed upon amount. The Host(s) will have recourse only against ALDEA Travel, and not directly against the Guest, if ALDEA Travel fails to remit such amounts.



## 5. General Terms

**5.1 Fees.** You will be informed of any applicable fees for using certain ALDEA Travel' services through the Terms or through the ALDEA Platform. Find the fee structure on [Our Service Fees](#)

**5.2 Payment Authorizations.** As part of these Payment Terms and/or the Terms, you authorise ALDEA Travel to collect amounts due from you by either (i) charging the Payment Method associated with the relevant booking, or any other Payment Method on file in your ALDEA account (unless you have previously removed the authorization to charge these Payment Methods), or (ii) deducting the amount from your future Payout. ALDEA Travel is authorised to collect the following from you:

- Payments due to ALDEA Travel based on any of your actions (e.g., bookings, modification of bookings, cancellations, or other actions taken as a Guest, Host, or user of ALDEA Platform)
- The amount owed by a Guest to the Host that ALDEA is tasked to collect as the Host's payment collection agent in accordance with Section 4 above.
- As stated in the Terms, taxes will be applied where applicable.
- The amount of any payment you make through Customer Service Resolution as part of your ALDEA account.
- You are responsible for any service fees and cancellation fees imposed by the Terms (e.g., if you cancel a confirmed booking as a Host).
- Amounts already paid to you as a Host despite a Guest cancelling a confirmed booking or ALDEA deciding to cancel a booking pursuant to the [Terms](#), and other applicable cancellation policies. In the event that you have already been paid, ALDEA Travel may be entitled to recover the amount of any guest refund from you, including by deducting such refund from any future Payout due to you.

You grant ALDEA Travel a mandate to collect payments for such Additional Amounts by charging your Payment Method associated with the relevant booking without further action from you, if you owe such additional amounts after a booking, such as Booking Modifications. Before any Additional Amounts are charged, ALDEA Travel will notify you in writing.



5.2.1 ALDEA Travel may charge the Payment Method related to your booking again or use another Payment Method associated with your ALDEA account, if available, to collect any uncollected amounts if your Payment Method is expired, invalid, or otherwise unable to be charged for any reason (such as insufficient funds). If your Payment Method is expired, invalid, or otherwise unable to be charged for any reason (such as insufficient funds), you remain responsible for any uncollected amounts. If we fail to collect any amount for any reason, we will pursue any remedies available to us, including, but not limited to, referral to a collections agency or pursuing any available legal remedies.

5.2.2 ALDEA may recoup such amounts out of your future Payouts if it has reason to believe that you participated in fraudulent activity, such as an overpayment scam, a booking fraud or other fraud, and ALDEA Travel issued the payout for such charge.

5.2.3 The amount you owe ALDEA Travel may be increased by fees that are incidental to ALDEA Travel collection of these amounts and chargebacks. If you owe amounts to ALDEA Travel and they are unpaid or your Payment Method has been charged a chargeback, you may be charged additional fees. Collection fees, convenience fees, and other third-party charges may be included in such fees and charges.

### 5.3 Collections

5.3.1 If ALDEA Travel is unable to collect any amounts you owe under the [Terms](#) and these Payments Terms, ALDEA Travel may engage in collection efforts to recover such amounts from you.

5.3.2 ALDEA Travel will deem any owed amounts overdue when: (a) for authorized charges, one hundred and twenty (120) days have elapsed after ALDEA Travel first attempts to charge your Payment Method or the associated services have been provided, whichever is later; and (b) for withholdings from a Host's future Payouts, two hundred and seventy (270) days have elapsed after the adjustment is made to the Host's ALDEA account or the associated services have been provided, whichever is later.



5.3.3 ALDEA Travel will deem any overdue amounts not collected to be in default when three hundred and sixty five (365) days have elapsed: (a) for authorised charges, after ALDEA Travel first attempts to charge your Payment Method or the associated services have been provided, whichever is later; and (b) for withholdings from a Host's future Payouts, after the adjustment is made to the Host's ALDEA account or the associated services have been provided, whichever is later.

5.3.4 You hereby explicitly agree that all communications in relation to amounts owed will be made by electronic mail or by phone, as provided to ALDEA and/or ALDEA Travel by you. Such communications may be made by ALDEA, ALDEA Travel, or by anyone on their behalf, including but not limited to a third-party collection agent.

**5.4 Processing Payment Errors** In case of payment processing errors, ALDEA Travel will aim to rectify them immediately. As part of these steps (as applicable), the original Payout Method or Payment Method that you used or selected may be credited or debited, so that the correct amount is received or paid. Your financial institution or ALDEA Travel through our payment service provider can perform this service for you. In addition, we may take steps to recover funds sent to you in error (including, but not limited to, duplicate payments due to a processing error) by reducing, setting off, or debiting the amount of such funds from any future Payouts due to you. You agree to immediately return any funds received in error to ALDEA Travel.

**5.5 Refunds** ALDEA Travel will initiate and remit any refunds or credits due to Members under the [Terms](#), [Extenuating Circumstances Policy](#), and [Cancellation Policy](#) in accordance with these Payments Terms.

5.5.1 ALDEA Travel will initiate the refund process immediately in accordance with Section 5.5.1. ALDEA Travel may, in some cases, offer you the option of receiving a credit instead of a cash refund; in such instances, you will be informed via the ALDEA Platform of the exact timing for your refund. Cash refunds or pre-authorizations of your Payment Method will be released, however, in a time frame that depends on the Payment Method and any applicable payment system rules (e.g., Visa, Mastercard, etc.).

5.5.2 A Force Majeure Event may affect the processing and settlement of refunds, but ALDEA Travel will initiate and process the refund as soon as possible.



**6. Unclaimed property** ALDEA Travel may process funds due to you according to our legal obligations, including by reporting and escheating (for sending) such funds to the appropriate governing body if applicable unclaimed property laws require that we do so. If we are unable to issue you a Payout or refund, or if you do not use a gift card or gift credit for the relevant period of time set forth by your state, country, or other governing body, we may do so according to our legal obligations.

**7. Prohibited Activities** It is your sole responsibility to ensure compliance with all laws, rules, regulations, and tax obligations that may apply to your use of the Payment Services. In connection with your use of the Payment Services, you may not and you agree that you will not and will not assist or enable others to:

- Violating or circumventing any laws or regulations;
- Break any agreements with third parties, or circumvent any rights of third parties, or violations of the Terms, Additional Legal Terms, Policies, or Standards;
- use the Payment Services for any commercial or other purposes that are not expressly permitted by these Payments Terms;
- Using a Payment Method or Payout Method with your ALDEA account you do not own or have permission to use;
- Attempt to circumvent, bypass, remove, disable, impair, disable, or otherwise deactivate any technology implemented by ALDEA Travel, any of its service providers, or any other third party protecting the Payment Services;
- Any actions that interfere with or affect, or could interfere or affect, the performance or proper functioning of the Payment Services;
- A reverse-engineering attempt can involve deciphering, decompiling, disassembling, or reverse-engineering any of the payment services' software; or
- Infringe on anyone else's rights or harm anyone in any way.



7.2 Payment Services may not be used or assisted to use funds to: (i) send funds into embargoed nations of the United States; or (ii) send funds to anyone on the United States Treasury Department's list of Specially Designated Nationals, the U.S. Department of Commerce Denied Persons List or Entity List, UK Sanctions List and HM Treasury Department Consolidated List, United Nations Consolidated List of European Union Consolidated List. This agreement represents and warrants that: (i) neither you nor the Host Services take place in a country subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government, UK or European Union list of prohibited or restricted parties. In addition to complying with the above, you must also comply with any relevant export control laws in your local jurisdiction.

**8. Force Majeure** In no event shall ALDEA Travel be liable for any delay or failure to fulfill any obligation under these Payments Terms caused by events or circumstances beyond the reasonable control of ALDEA Travel, including, but not limited to, acts of God, natural disasters, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, pandemics, epidemics or disease, strikes or shortages of transportation facilities, fuel, energy, labor or materials ("Force Majeure").

## **9. Disclaimers**

9.1 By using the Payment Services, you do so voluntarily and at your own risk. Payment Services are provided "as is", without warranties of any kind, either express or implied.

9.2 ALDEA Travel explicitly disclaims any and all liability for any act or omission of Members or other third parties. ALDEA Travel has no obligations or duties as an agent for Hosts other than those expressly stated in these Payments Terms, with any additional obligations or duties implied by law explicitly excluded to the fullest extent permitted by law.

9.3 To the extent it is permitted by law, we do not warrant that, regardless of whether we conduct an identity verification on any Member, such checks will identify any prior misconduct by them or guarantee that they will not do so in the future.



9.4 The disclaimers above are applicable to the fullest extent permitted by law. There may be other statutory rights or warranties that cannot be excluded. However, the duration of any statutorily required warranties shall be limited to the maximum extent (if any) permitted by law.

## **10. Liability**

10.1 You acknowledge and agree that, to the maximum extent permitted by law, you are solely responsible for all risks associated with your access to ALDEA Travel and use of the Payment Services remains with you. The actions taken by a person using your ALDEA account are your responsibility if you permit or authorize that person in any way. ALDEA Travel nor any other party involved in creating, producing, or delivering the Payment Services is responsible for any special, incidental, or consequential damages, including lost profits, data loss, or loss of goodwill, interruption of service, computer damage, or system failure, or the cost of substitute products or services, or for damages for personal injury or emotional distress arising out of or in connection with (i) these Payment Terms, (ii) the payment services themselves or the inability to use them, or (iii) In connection with any communications, interactions, transactions, or meetings you have with other Members or other persons as a result of your use of the Payment Services, whether under warranty, contract, tort (including negligence), product liability, or any other legal theory, regardless of whether ALDEA Travel has been informed of the possibility of such damage, even if the limited remedy set forth herein is found to have failed of its essential purpose.



We are not obligated to pay amounts to applicable Hosts except as provided in these Payments Terms or an approved payment request, so ALDEA Travel' aggregate liability arising from or related to the Payment Terms and your use of the Payment Services, including, but not limited to, from your use of or inability to use the Payment Services, exceed (i) the amounts you have paid or owe for bookings via the ALDEA Platform as a Guest in the twelve (12) month period prior to the event giving rise to the liability, or if you are a Host, the amounts paid by ALDEA Travel to you in the twelve (12) month period prior to the event giving rise to the liability, or (ii) one hundred U.S. dollars (US\$100), if no such payments have been made, as applicable. The limitations of damages set forth above are fundamental elements of the basis of the bargain between ALDEA Travel and you. There are some jurisdictions that do not allow the exclusion or limitation of liability for consequential and incidental damages, so you may not be covered by the above limitation. This does not affect ALDEA Travel' liability for death or personal injury arising from its negligence, nor for fraudulent misrepresentation, misrepresentation as to a fundamental matter, or any other liability which cannot be excluded or limited under applicable law.

10.2 The liability of ALDEA Travel for any negligent breach of essential contractual obligations is limited to the typically occurring foreseeable damages. Contractual obligations are those duties of ALDEA Travel that you regularly trust and must trust to be fulfilled in order for the contract to be properly executed. To the full extent permitted by law, ALDEA Travel is not liable for any additional damages. As a host you must ensure you have a valid insurance for each guest for the duration of their booked experience and as a guest you must ensure you have travel insurance that covers you for the duration of your booked experience and for the activities booked.





**11. Indemnification** According to this Section 12, and if your county of residency is the EEU and UK you are entitled to indemnification if and to the extent your culpable breach of a contractual obligation has caused the claims, liabilities, damages, losses, and expenses. All users agree to release, defend (at ALDEA Travel' option), indemnify, and hold ALDEA Travel and its affiliates and subsidiaries, and their officers, directors, employees, and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with (i) your breach of these Payments Terms; (ii) your improper use of the Payment Services; (iii) your failure, or our failure at your direction, to accurately report, collect or remit taxes; or (iv) your breach of any laws, regulations, or third-party rights, to the maximum extent permitted by applicable law.

## **12. Modification, Term, Termination, and other Measures**

**12.1 Modification.** Our revised Payments Terms will be posted on the ALDEA Platform and the "Last Updated" date will be updated. If any changes are made to these Payments Terms, we will post the revised Payments Terms on the ALDEA Platform. Before the modification takes effect, you will receive notice at least two (2) months in advance. Explicit acceptance of revised Payments Terms will be required if the proposed changes are material. Moreover, you will receive a notice detailing your right to reject the proposed changes, the timeframe to do so, as well as your right to terminate this agreement at any time before the effective date of the proposed changes as provided in these Payments Terms. By continuing to use the ALDEA Travel Services after the effective date of the proposed changes, you will be deemed to accept the revised Payments Terms, except in the case of (i) non-material changes to these Payments Terms that do not impact its essential provisions, such as provisions defining the nature and scope of the Payment Services provided by ALDEA Travel or (ii) changes required by law, a legally binding court decision or a legally binding order of a competent authority.

**12.2 Term.** Upon the creation of an ALDEA account or use of the Payment Services, the ALDEA Travel Terms reflect the agreement between you and ALDEA Travel. This agreement will remain in effect until either you or we terminate it in accordance with Section 13.3.



**12.3 Termination.** This agreement can be terminated at any time by sending us an email or by deleting your ALDEA account. Your ALDEA account will also be cancelled upon termination of this agreement as specified in the Terms. By giving you written notice of two (1) months prior to terminating this agreement, ALDEA Travel may terminate this agreement without limiting our rights described below. ALDEA Travel may also terminate this agreement immediately without notice if, among other things, you breach your obligations under it (i) provided inaccurate, fraudulent, or outdated information; (ii) violated applicable laws or regulations; or (iii) ALDEA Travel believes in good faith that its right to act is necessary to protect other Members, ALDEA, or ALDEA Travel or third parties.

**12.4 Suspension and Other Measures.** You may be temporarily or permanently barred from using or accessing the Payment Services (i) if you do not comply with applicable laws or the requirements of a court, law enforcement agency, or other administrative or governmental body, or (ii) if you violate these Payments Terms, the Terms, applicable laws, regulations or third-party rights, (iii) for providing inaccurate, fraudulent, outdated, or incomplete information regarding a Payment Method or Payout Method, (iv) for any amounts you owe under these Payments Term that are overdue or in default, or (v) in the reasonable belief that such action is necessary to protect the personal safety or property of ALDEA, its Members, ALDEA Travel, or third parties, or to prevent fraud or other illegal activity. Additionally, if your payment is declined for reasons such as expired cards, insufficient funds, or otherwise, your access to the Payment Services may be temporarily suspended until we can charge a valid Payment Method.

**12.5 Appeal.** By contacting customer service, you may appeal any of ALDEA Travel' actions described in Sections 13.3 or 13.4.

**12.6 Effect of Termination.** The cancellation of your ALDEA account as a Host, or the measures described above, will result in ALDEA Travel issuing a full refund to any confirmed Guests, and you will not be entitled to compensation for cancelled pending or confirmed bookings. ALDEA Travel will initiate a refund for any confirmed booking(s) based on the Listing's cancellation policy if you cancel your ALDEA account as a Guest. In the event that your access to or use of the Payment Services has been suspended or limited, or this agreement has been terminated by us, you may not register a new ALDEA account or attempt to access and use the Payment Services through another ALDEA account.



**12.7 Survival.** Sections 5 through 20 of the Payments Terms will survive any termination or expiration of this agreement unless your country of residence is in the EEA.

### **13. Governing Law and Dispute Resolution**

13.1 ALDEA Travel, these Payments Terms will be interpreted in accordance with English law. If you are acting as a 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 a consumer, you may bring any judicial proceedings relating to these Payments Terms before the competent court of your place of residence or a court in England. If ALDEA 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.



## 14. Miscellaneous

**14.1 Interpreting these Payments Terms.** The Payments Terms constitute the entire agreement between ALDEA Travel and you regarding the subject matter hereof, except as otherwise provided by additional terms and conditions, policies, guidelines, or standards. The Payment Services supersede all prior oral or written agreements between ALDEA Travel and you. The validity and enforceability of the remaining provisions of these Payment Terms will not be affected by the invalidity or unenforceability of any provision.

**14.2 No Waiver.** We will not be deemed to have waived any right or provision in these Payments Terms unless we acknowledge it in writing and agree to it. Unless otherwise set forth in these Payments Terms, any remedy exercised by either party under these Payments Terms will be without prejudice to its other remedies under these Payments Terms.

**14.3 Assignment.** You may not assign, transfer, or delegate this agreement or any of your rights or obligations without ALDEA Travel's prior written consent. This agreement and any rights and obligations may be assigned, transferred, or delegated at ALDEA Travel's sole discretion.

**14.4 Notices.** Notices and other communications required or permitted under this agreement will be sent by email or ALDEA Platform notification, or depending on your notification settings, via messaging services (including SMS and WhatsApp). The date of receipt will be deemed the date on which ALDEA Travel transmits the notice.

## 15 Payment Service User

15.1 The Payment Services include the payment collection service provided to Hosts contracting with ALDEA. The payment collection service constitutes a "payment service" regulated under the Payment Services Regulations and for these purposes ALDEA treats Hosts as the "payment service user."



15.2 As a Host, you have consented to ALDEA paying each Payout to your chosen Payout Method by accepting these Payment Terms. In accordance with Section 3.3, hosts can change a Payout Method up to five (5) days before the Payout date and ALDEA Travel is not responsible for the time it takes to the service provider to analyse the KYC documentation. ALDEA will be deemed to have received the Host's payment order to the Host on the same date ALDEA Travel agrees to initiate the Payout in accordance with Section 3.3

15.3 Any complaints regarding the Payment Services should be made to ALDEA in accordance with this section. Complaints related to the provision of Payment Services by ALDEA will be eligible for referral to the Financial Ombudsman under the Financial Ombudsman Service's Rules. A free complaints resolution service is offered by the UK Financial Ombudsman Service to individuals, micro-enterprises, small charities, and trustees of small trusts. You can contact the UK Financial Ombudsman by (i) telephone from inside the UK: 0300 123 9123 or 0800 023 4567; from other countries: +44 20 7964 0500, on Monday to Friday, 8am to 8pm and on Saturday 9am to 1pm; (ii) post: Financial Ombudsman Service, Exchange Tower, London, E14 9SR; or (iii) email: [enquiries@financial-ombudsman.org.uk](mailto:enquiries@financial-ombudsman.org.uk). The UK Financial Ombudsman Service is also available in a number of different languages and if you need it you will be put in touch with a translator when you contact the UK Financial Ombudsman Service.

**16. Communication.** As soon as each Payout is initiated, ALDEA will send an email to the Host notifying them of the payment. If the Payout is returned to us because of an error, we will send a notification to the Host's registered email address. As a Host, you are responsible for providing us with a current, accurate, and valid email address.



**17 Outsourcing** We use a variety of third party service providers in the context of outsourcing arrangements to help us provide our services in an efficient and qualitative manner. The use of such service providers requires that we transfer or make available some data to them; it also requires that you provide personal information and documentation to them directly. You agree to such outsourcing arrangements and instruct us to transfer or make accessible data (as further defined below) concerning you and, where relevant, concerning persons linked to you (provided in connection with your ALDEA account) such as your beneficial owners and representatives, to a number of service providers in the context of outsourcing arrangements regarding technical (including IT), operational, payment processing, internal control, customer due diligence (including background or police checks), fraud prevention, risk assessment, product development, maintenance and debugging, advertising, processing of insurance claims, customer support and other services. The data to be transferred or made available includes, if you are an individual, your surname, first name, address, date and place of birth and nationality, and if you are a legal entity your corporate name, registered office, legal form, registration number for legal entities, as well as the aforementioned data on individuals for your beneficial owners and representatives.

The data to be transferred or made available includes also for any person its contact details such as phone numbers and e-mail addresses as well as financial data and usage data in relation to our services (including payment method, payout method, payment transaction). Such data transfers will take place throughout the term of the business relationship between us and you as well as for an additional period as permitted by law after the end of the business relationship.

#### **18. Additional Clauses for Users that are Businesses**

The following paragraphs also apply if you are using the Payment Services as a representative (“**Representative**”) acting on behalf a business, company or other legal entity (in such event, for purposes of the Payments Terms, “**you**” and “**your**” will refer and apply to that business, company or other legal entity).



18.1 By using the Payment Service, you accept the Payments Terms and will be responsible for the acts or omissions of any employees or third-party agents.

18.2 You and your Representative each affirm that you are authorised to provide the information described in Section 2.1 and Section 3.2, and that your Representative has authority to bind you to these Payments Terms. Additional information or documentation will be required to demonstrate the authority of your Representative.

18.3 You represent and warrant to us that: (i) you are duly organised, validly existing and in good standing under the laws of the country in which your business is registered and that you are registering for receiving the Payment Services; and (ii) you have all requisite right, power, and authority to enter into this agreement, perform your obligations, and grant the rights, licences, and authorizations in this agreement.

18.4 The ALDEA Travel team is authorised to store the Payout Method associated with your ALDEA account, remit payments utilising the Payout Method for bookings associated with your ALDEA account, and perform any other actions as permitted under the Payments Terms.

18.5 If you handle, store or otherwise process payment card information on behalf of anyone or any third-party, you agree to comply on an ongoing basis with applicable data privacy and security requirements under the current Payment Card Industry Data Security Standard with regards to the use, access, and storage of such credit card information.



## 19. Contacting ALDEA Travel

You may contact ALDEA regarding the Payment Services using the information below:

### ENTITY

ALDEA Travel Ltd.

### CONTACT INFORMATION

Please contact ALDEA Customer Service if you need assistance with updating your personal or business information.

If you would like to make a complaint, please write to us at:

85 Great Portland Street, London, United Kingdom, W1W 7LT

or via email to:

[info@aldea.travel](mailto:info@aldea.travel)