

Website Terms and Conditions

Please read the following important terms and conditions before using this website, becoming a member/subscriber or making a purchase as you confirm that you accept these Terms forming a binding contract between you and us. Please check that they contain everything you want and nothing that you are not willing to agree to. If you are uncertain about any of the terms, please contact us to discuss them. Our contact details can be found at the bottom of this document under section 30.

KEY TERMS:

- PLEASE SPECIFICALLY REFER TO SECTIONS 4, 24 and 25 WHICH DEAL WITH LIMITATION OF OUR LIABILITY AND YOUR INDEMNITY.
- YOUR CONSUMER RIGHTS ARE SET OUT IN SECTION 22.
- CANCELLATION RIGHTS FOR CONSUMERS ARE CONTAINED IN SECTION 21.

1. The Terms

- 1.1. These Terms and Conditions of Service and Use (“**Terms**”) tell you the rules for using our website at [<https://frommers.road.travel/>] (“**Website**”), including the permitted and prohibited uses.
- 1.2. If you decide to sign up to our Website (“**Member**”) to purchase, view and access itineraries, travel routes and collections of travel guides available on our Website (“**Adaptive Travel Guides**”) and/or subscribe for the collections of Adaptive Travel Guides as specified for each subscription type by paying monthly or yearly fees (“**Subscriber**”). These Terms will also apply to your interactions with us and tell you how we will provide our services to you and how you can terminate your membership and subscription with us. Members and/or Subscribers will be referred to as “**Traveller**” together.

2. Who We Are

- 2.1. This Website is operated by Timescenery Ltd, a company registered in England and Wales under company number 10783487, with registered address 7 Henrietta Street, London, WC2E 8PS, United Kingdom (referred to as “**Road.Travel**”, “**we**”, “**us**” or “**our**” in these Terms).
- 2.2. When we refer to “**you**” or “**your**”, we mean the individual or company accessing or using the Website or its content.

3. Your Acceptance of these Terms

- 3.1. By using our Website, by registering as a Member and/or Subscriber and/or by purchasing our services, you confirm that you accept these Terms and that you agree to comply with them and also confirm that you have read and understood our Privacy and Cookie Policy at [https://s3.eu-central-1.amazonaws.com/files.road.travel/specials/Frommer's/Privacy/Frommer's_180123_Road+Travel+Privacy+and+Cookie+Policy_EN.pdf]. **If you do not agree to these Terms, you must stop using our Website immediately.**

- 3.2. Please be aware that different terms and conditions apply to you depending on whether you are interacting with as a consumer as defined in clause 21.1 below or as a business. Where the terms differ, this is specified.
- 3.3. The content on our Website is provided for general information only. It is not intended to amount to advice on which you should rely.
- 3.4. Although we make reasonable efforts to update the information on our Website, we make no representations, warranties or guarantees, whether express or implied, that the content on our Website is accurate, complete or up to date.

4. INDEMNITY

YOU AGREE TO FULLY INDEMNIFY, DEFEND AND HOLD US, AND OUR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES AND SUPPLIERS, HARMLESS IMMEDIATELY ON DEMAND, FROM AND AGAINST ALL CLAIMS, LIABILITY, DAMAGES, LOSSES, COSTS AND EXPENSES, INCLUDING REASONABLE LEGAL FEES, ARISING OUT OF ANY BREACH OF THE TERMS BY YOU OR ANY OTHER LIABILITIES ARISING OUT OF YOUR USE OF OUR WEBSITE, YOUR MEMBERSHIP/SUBSCRIPTION, OR THE USE BY ANY OTHER PERSON ACCESSING THE WEBSITE OR YOUR MEMBERSHIP/SUBSCRIPTION USING YOUR INTERNET CONNECTION.

5. Changes to these Terms

- 5.1. We may amend these Terms from time to time. Every time you wish to use our Website, it is your responsibility to check these Terms to ensure you understand the terms and conditions that apply at that time. Please print out or save a copy of these terms for your records, as we will not save or file a copy for you.
- 5.2. Where we updated our Terms, they will be displayed on the Website and by continuing to use and access the Website following such changes, you agree to be bound by any variation made by us. It is your responsibility to check these Terms regularly to verify such variations.

6. Using the Website

- 6.1. You agree that you are solely responsible for all costs and expenses you may incur in relation to your use of the Website.
- 6.2. We try to make the Website as accessible as possible. If you have any difficulties using the Website, please contact us using the contact details at the bottom of this page.

7. Our Rights

- 7.1. We may transfer our rights and obligations under these Terms to another organisation. We will inform you if this happens and we will ensure that the transfer will not affect your rights under the contract.
- 7.2. We do not guarantee that our Website, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our Website for business and operational reasons.

8. Your Personal Data and Links to other Policies

The privacy and protection of your personal data is important to us, and we take it very seriously. We will keep it secure, and we will fully comply with all applicable privacy regulations and consumer legislation. If you would like further information on how we may collect or use your personal data, or if you would like to learn more about the cookies we use, please see our **Privacy and Cookie Policy** at [\[https://s3.eu-central-1.amazonaws.com/files.road.travel/specials/Frommer's/Privacy/Frommer's_180123_Road+Travel+Privacy+and+Cookie+Policy_EN.pdf\]](https://s3.eu-central-1.amazonaws.com/files.road.travel/specials/Frommer's/Privacy/Frommer's_180123_Road+Travel+Privacy+and+Cookie+Policy_EN.pdf).

9. Third Party Sites

Where our Website contains links to other websites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. We have no control over the content of those sites or resources. Your use of a third-party site may be governed by the terms and conditions of that third-party site and is at your own risk.

10. User-generated Content

10.1. Users are prohibited from advertising, distributing, and offering for sale on the Website all goods and services listed in the Appendix to these Terms.

10.2. This Website may include information and materials uploaded by other users of the Website, for example to bulletin boards, chat rooms or other communication services available on the Website. This information and these materials may not have been verified or approved by us in their entirety.

10.3. We are not obliged to monitor or moderate any text, images, video, audio or other multimedia content, information or material submitted to these sections of our Website. The views expressed by other users on our Website do not represent our views or values. We may remove or edit any submission to any of our interactive services whether they are moderated or not.

10.4. If you wish to complain about content uploaded by other users, please contact us as per the details at the bottom of these Terms.

11. How you may use Material on our Website

11.1. Unless specified elsewhere herein, we (or in some cases, our affiliated companies) are the owner or the licensee of all intellectual property rights in our Website, and in the material published on it. Those works are protected by applicable laws and treaties around the world. All such rights are reserved. Our status (and that of any identified contributors) as the authors of content on our Website must always be acknowledged.

11.2. You may print off one copy, and may download extracts, of any page(s) from our Website solely for your personal use and you may draw the attention of others to content posted on our Website.

11.3. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

11.4. You must not use any part of the content on our Website for commercial, business or resale purposes without obtaining a licence to do so from us or our licensors.

11.5. If you print off, copy or download any part of our Website in breach of these Terms of use, your right to use our Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

11.6. We cannot guarantee that any content will be available at any given time, or that access to the digital content will be uninterrupted, error free or secure. For example, access to digital content may be temporarily unavailable while we carry out maintenance or for other technical reasons.

12. Acceptable Usage of our Website

12.1. You may use our Website only for lawful purposes.

12.2. You must not use our Website:

- In any way that breaches any applicable law or regulation.
- In any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm minors in any way.
- To bully, insult, intimidate or humiliate any person.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards set out below.
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

12.3. You also agree not to access without authority, interfere with, damage or disrupt:

- any part of our Website;
- any equipment or network on which our Website is stored;
- any software used in the provision of our Website; or
- any equipment or network or software owned or used by any third party.

12.4. You must further comply with the following content standards in relation to any and all material which you contribute to our Website and to any interactive services associated with it ("Contribution"). A Contribution must:

- Be accurate (where it states facts).
- Be genuinely held (where it states opinions).
- Be your own original work and be lawfully submitted.
- Comply with all applicable laws and regulations.

A Contribution must not:

- Be defamatory of any person.
- Be obscene, offensive, hateful or inflammatory.

- Bully, insult, intimidate or humiliate.
- Promote sexually explicit material.
- Include child sexual abuse material.
- Promote violence.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any copyright, database right or trademark of any other person.
- Be likely to deceive any person.
- Breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Promote any illegal activity.
- Be in contempt of court.
- Be threatening, abusive or invade another's privacy, or cause annoyance, inconvenience or needless anxiety or be likely to harass, upset, embarrass, alarm or annoy any other person.
- Impersonate any person or misrepresent your identity or affiliation with any person.
- Give the impression that the Contribution emanates from us, if this is not the case.
- Advocate, promote, incite any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse.
- Contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism.
- Contain any advertising or promote any services or web links to other third-party sites.

12.5. Notwithstanding anything else contained in the Terms, a breach of this section of the Terms, or otherwise, may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use our Website.
- Immediate, temporary or permanent removal of any Contribution uploaded by you to our Website.
- Issue of a warning to you.
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Further legal action against you.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.

12.6. Whenever you make use of a feature that allows you to upload content to our Website, or to contact other users of our Website, you must comply with the content standards set out in this section. You warrant that any such contribution to the Website complies with those standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

12.7. Other than any personal information which will be dealt with in accordance with our Privacy and Cookie Policy, any content you upload to our Website will be considered non-confidential and non-proprietary. You retain all your ownership rights in your content, but you hereby agree to grant us and other users of our Website a royalty-free, perpetual, unlimited, irrevocable, non-exclusive, transferable licence to use, reproduce, modify, edit, translate, distribute, perform, display and store that content and to distribute and make it available to third parties.

12.8. We have the right to remove any posting you make on our Website if, in our opinion, your post does not comply with the content standards set out in these Terms.

13. Viruses

13.1. We do not guarantee that our Website will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform to access our Website. You should use your own virus protection software.

13.2. You must not misuse our Website by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Website, the server on which our Website is stored or any server, computer or database connected to our Website.

14. Becoming a Member and a Subscriber

14.1. You become a Member when you sign up on our Website to create a membership profile on our Website. You become a Subscriber when you subscribe for the collections of Travel Guides applicable for each subscription type as specified on the Website by paying monthly or yearly recurring subscription fees.

14.2. Becoming a Member or a Subscriber is always voluntary. **If you do not agree to these Terms, please do not choose to become a Member or Subscriber.**

14.3. In order to become a Member, you must fill in the information requested completely and accurately. You may choose to use your social media profile in order to do this, at your discretion (it is not mandatory to do so). If you choose to use such third-party services for this purpose, you are giving us your explicit consent to access, use and save the information and content you have provided to that third party service platform to the extent permitted by such third party. Please see our Privacy and Cookie Policy at [\[https://s3.eu-central-1.amazonaws.com/files.road.travel/specials/Frommer's/Privacy/Frommer's_180123_Road+Travel+Privacy+and+Cookie+Policy_EN.pdf\]](https://s3.eu-central-1.amazonaws.com/files.road.travel/specials/Frommer's/Privacy/Frommer's_180123_Road+Travel+Privacy+and+Cookie+Policy_EN.pdf) for further information on how we collect and process your personal information.

14.4. You are only entitled to register one account with us. You may not transfer the rights to your membership account/subscription or provide access to it to third parties. All actions performed using the user's account are considered to be performed directly by that Traveller. That Traveller is fully responsible for these actions.

15. Your commitment to us

- 15.1. You warrant and accept that the personal and other information you provide while signing up as a Member, purchasing an Adaptive Travel Guide or subscribing for the collections of Adaptive Travel Guides and while utilising the Website is accurate and complies with these Terms and all applicable laws and regulations. In the event that you create a membership or subscription by using information belonging to others or information that is false, we may at our discretion suspend, restrict or stop your access to the Website and cancel your existing membership/subscription immediately without notice.
- 15.2. You agree to use the services offered by us only in accordance with these Terms.
- 15.3. We are not obliged to permit anyone to register with the Website and we may refuse, terminate, or suspend registration to anyone at any time.

16. Children

- 16.1. Children of 13 years of age and above may access our Website under the supervision of parents or legal guardians who agree to be bound by these Terms on their behalf.
- 16.2. If you are a parent or legal guardian agreeing to these Terms for the benefit of a child between the ages of 13 and 18, you are fully responsible for his or her use of our Website, including but not limited to all legal liability he or she may incur.

17. Registration and Password Security

You are responsible for making sure that your password and any other account details are kept secure and confidential. If we have reason to believe there is likely to be a breach of security or misuse of the Website through your account or use of your password, we may notify you and require you to change your password, or we may suspend or terminate your account.

18. Your Membership and Subscription

- 18.1. We reserve the right to suspend, restrict or stop your access to the Website and suspend, terminate, or cancel your existing membership or subscription immediately at any time without notice for any reason and without any liability.
- 18.2. We may, from time to time, decide to change, update or discontinue certain products and features of our Website. You agree and understand that we have no obligation to store or maintain your content or other information you provide, except to the extent required by applicable law.

19. Traveller Membership and Subscription Duration and Termination

- 19.1. A Traveller's membership and subscription will remain in effect unless terminated by us or you.
- 19.2. Membership and subscription are voluntary. Both the Traveller and we may discontinue the Traveller's membership and subscription at any time for any reason, or indeed no reason. Subscribers have the right to terminate their membership at any time. This can be done by clicking the "**Cancel Subscription**" tab in the Subscriber's membership account. Members can also request the deletion of their Accounts by contacting us at privacy@road.travel.

19.3. In the event that your membership is terminated for any reason, you must immediately stop using our Website and the services offered.

20. Purchasing Adaptive Travel Guides

20.1. You will be guided through the steps you need to take to place an order for an Adaptive Travel Guide or for a subscription for the collections of Adaptive Travel Guides on this Website. Our order process allows you to check and amend any errors before submitting your order to us. Please take the time to read and check your order at each page of the order process.

20.2. After you place an order, you will receive an e-mail from us confirming your order.

21. No right of Cancellation

21.1. You are a consumer Traveller if you are an individual acting for purposes that are wholly or mainly outside your trade, business, craft or profession. In essence, you are only a consumer Traveller where you purchase an Adaptive Travel Guide or subscribe for the collections of Adaptive Travel Guides wholly or mainly for your own personal purposes.

21.2. The nature of the services we provide means that the Adaptive Travel Guides are immediately available to the Traveller as of the purchase of an Adaptive Travel Guide or subscription for the collections of Adaptive Travel Guides as they are instantly streamable online or downloadable. Therefore, **YOU EXPRESSLY CONSENT TO THE INSTANT SUPPLY/DOWNLOAD/ONLINE STREAMING OF THE ADAPTIVE TRAVEL GUIDES BEFORE THE END OF THE 14-DAY CANCELLATION PERIOD AND ACKNOWLEDGE THEREFORE THAT THE RIGHT TO CANCEL WILL BE LOST ON PURCHASE OF AN ADAPTIVE TRAVEL GUIDE OR SUBSCRIPTION FOR THE COLLECTION OF ADAPTIVE TRAVEL GUIDES.** This clause does not affect the rights you have at law if the services provided by us are faulty.

22. Your Rights

22.1. If you are a consumer, you have certain legal rights (also known as 'statutory rights'). The services that we provide to you must be carried out with reasonable care and skill. In addition:

- where the price for a service has not been agreed upfront, or the service is not being provided free of charge, the cost of the services must be reasonable; and
- where no time period has been agreed upfront for the provision of the services, we must carry out the services within a reasonable time.

22.2. If the services we have provided to you are faulty, please contact us using the contact details below at the end of this document.

22.3. If you are a consumer, you can ask us to repeat or fix the services if they are not carried out with reasonable care and skill or get some money back if we can't fix the problem.

22.4. Nothing in this contract affects your statutory rights.

23. Fees and Purchasing our Services

- 23.1. Travellers can purchase an Adaptive Travel Guide by making a one-time payment for a particular travel guide and/or they can become a Subscriber and pay a recurring subscription (individually or together the “Fees”). The applicable Fees payable are displayed on our Website in the currency that is stated.
- 23.2. When you make a purchase, you (a) agree to pay the price for such Adaptive Travel Guide or the collection of Adaptive Travel Guides as detailed, including all applicable taxes in connection with your purchase, and (b) authorise us to charge your credit card or other payment method for this full payment amount.
- 23.3. In case of a one-time payment, the Traveller will be provided with access without time limit to one selected Adaptive Travel Guide. In case of a subscription, the Traveller will be provided with access to the collections of Adaptive Travel Guides in the Website catalogue applicable for each subscription type for a specific period of time, as specified in your subscription, followed by subsequent recurring periods, subject to automatic renewal and payment by the Traveller in the intervals as specified in your subscription, unless and until the Traveller’s subscription is terminated or expires.
- 23.4. We reserve the right to change the Fees at any time by notifying Travellers in advance before the changes take effect. Changes to the Fees will not affect reservations made prior to the fee change coming into effect.
- 23.5. Your payment of the Fees will be taken at the time you place your order in the case of a one-time payment or on a recurring basis for a subscription, such recurring basis to be specified depending on your subscription.

24. Subsequent Booking of Travel

- 24.1. In the event that a Traveller wishes to book accommodation, travel, car hire and any other goods or services associated with a certain Adaptive Travel Guide, our Website provides links, plug-ins or other technologies referring to third party providers where these can be purchased. In such a case, you will see the name of the supplier who provides the supplemental services to you directly, and their terms and conditions and privacy policies will apply to your interactions with them. We do not control these third-party service providers or their websites, and we are not responsible for their collection and use of your personal data or privacy statements. Travellers should read their terms and conditions and policies separately. Other providers are available.
- 24.2. THE TRAVELLER ACKNOWLEDGES AND ACCEPTS THAT ROAD.TRAVEL DOES NOT ORGANIZE, PROVIDE, MANAGE, CHECK AND/OR CONTROL THE DETAILS OF ANY ADAPTIVE TRAVEL GUIDES PREPARED BY TRAVEL EXPERTS/CREATORS. ADAPTIVE TRAVEL GUIDES MAY INVOLVE RISKS OF ILLNESS, INJURY, PHYSICAL HARM, OR DEATH. BY CHOOSING TO USE SUCH ADAPTIVE TRAVEL GUIDES, THE TRAVELLER VOLUNTARILY AND KNOWINGLY ASSUMES THESE RISKS, TO THE EXTENT PERMISSIBLE BY LAW. THE TRAVELLER ASSUMES FULL RESPONSIBILITY FOR ACTIONS TAKEN BEFORE, DURING AND AFTER USING THE TRAVEL EXPERTS/CREATORS’ ADAPTIVE TRAVEL GUIDES. IF THE TRAVELLER TRAVELS WITH MINOR CHILDREN, THE TRAVELLER IS SOLELY RESPONSIBLE FOR THEM WHEN USING THE ADAPTIVE TRAVEL GUIDES. THE ABOVE DISCLAIMER APPLIES TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

25. OUR LIABILITY TO YOU

- 25.1. WE, AND OUR AFFILIATES, DO NOT ACCEPT ANY RESPONSIBILITY FOR THE ACCURACY OF ANY INFORMATION INCLUDED IN THE ADAPTIVE TRAVEL GUIDES.

25.2. WE DO NOT IN ANY WAY EXCLUDE OR LIMIT OUR LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE OR FRAUD OR FRAUDULENT MISREPRESENTATION, OR ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED BY LAW.

25.3. IF AND ONLY WHERE WE FAIL TO COMPLY WITH THESE TERMS, WE ARE RESPONSIBLE FOR LOSS OR DAMAGE YOU SUFFER THAT IS A FORESEEABLE RESULT OF OUR BREACH OF THESE TERMS OR OUR NEGLIGENCE, BUT WE ARE NOT RESPONSIBLE FOR:

- ANY LOSS OR DAMAGE THAT WAS NOT FORESEEABLE WHEN THE CONTRACT BETWEEN US WAS FORMED, I.E. WHEN YOU SUBSCRIBED FOR ADAPTIVE TRAVEL GUIDES COLLECTIONS AND/OR PURCHASED AN ADAPTIVE TRAVEL GUIDE FROM OUR WEBSITE. LOSS OR DAMAGE IS FORESEEABLE IF IT IS AN OBVIOUS CONSEQUENCE OF OUR BREACH OR IF IT WAS CONTEMPLATED BY YOU AND US AT THE TIME WE ENTERED INTO THIS CONTRACT;
- ANY LOSS OR DAMAGE THAT WAS NOT CAUSED BY ANY BREACH ON OUR PART.

25.4. WE ONLY SUPPLY THE ADAPTIVE TRAVEL GUIDES TO CONSUMERS FOR YOUR DOMESTIC AND PRIVATE USE. YOU AGREE NOT TO USE THE PRODUCT FOR ANY COMMERCIAL, BUSINESS OR RESALE PURPOSES, AND WE HAVE NO LIABILITY TO YOU FOR ANY LOSS OF PROFIT, LOSS OF BUSINESS, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS OPPORTUNITY.

26. Payment

26.1. If your payment of any fees payable under these Terms is not received by us in accordance with the above, we may charge interest on any balance outstanding at the rate of **4%** per year above the Bank of England's base rate.

26.2. If your membership/subscription is terminated or expires for any reason, it will not affect our right to receive any money which you owe to us under these Terms.

26.3. Payment of the fees due hereunder may be made via third-party websites and resources. The operation of this is subject to the third party's terms and conditions, including privacy terms, and users of this Website should read them separately where applicable.

26.4. We have the right to request any information to identify or verify the payer's identity, as well as to prevent fraud. In certain jurisdictions, we may be legally required to collect personal information to comply with anti-money laundering regulations. Road.Travel reserves the right to terminate, suspend or limit access to the goods/services available through our Website if your information cannot be obtained or verified.

26.5. The payer is obliged to provide accurate, valid and complete information when making payment of any fees due hereunder and is responsible for maintaining the validity of their payment method.

26.6. Payment may require the use of third-party payment processors. Such payment operators may charge the payer additional fees for processing payments. Road.Travel shall not be liable for such fees and disclaims any liability in this regard.

26.7. The payer hereby authorises Road.Travel to store information about his payment method and to debit the specified payment method in accordance with these Terms.

- 26.8. The payer is fully responsible for the accuracy and completeness of the information relating to his payment method. Road.Travel is not responsible for any losses incurred as a result of the payer providing incorrect information.
- 26.9. In order to make payment, the Traveller shall enter his/her payment card details each time he/she makes a payment for an Adaptive Travel Guide and/or subscription.
- 26.10. The Traveller will be redirected to a payment window to enter payment card details when the Traveller clicks the "Pay" button.
- 26.11. Subject to receipt of authorisation from the Traveller's payment card issuer, the funds shall be debited from the Traveller's payment card.
- 26.12. If you subscribe for the collection of Adaptive Travel Guides, the payment method you specify will be used to automatically debit payments at the beginning of each new membership period. A period is one calendar month or year.
- 26.13. In order to avoid further payment, the Subscriber must cancel the subscription at least 1 (one) day before the date of the new payment in the section "Subscription" in his personal account. Cancellation of auto-renewal of the subscription will result in termination of payments for it, as well as loss of access to the subscription features at the end of the current paid period.
- 26.14. The expiration date of the paid period and information about the date of the next automatic payment is specified in the "Subscription" section of the Subscriber's personal account.

27. Events Beyond Our Control

- 27.1. We are not liable to you if we fail to comply with these Terms because of circumstances beyond our reasonable control, including but not limited to, strikes, lock-outs, or other industrial disputes, breakdown of systems or network access, flood, fire, explosion or accident, or epidemics or pandemics.

28. Miscellaneous

- 28.1. If any part of these Terms shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed to be severable from the Terms and shall not affect the validity and enforceability of any of the remaining provisions of the Terms.
- 28.2. No one other than a party to this Terms has any right to enforce any term of this contract.
- 28.3. No waiver by us shall be construed as a waiver of any proceeding or succeeding breach of any provision of these Terms.
- 28.4. You agree that nothing in these Terms will be deemed to create any partnership, joint venture or agency relationship between us.
- 28.5. We may transfer our rights and obligations under these Terms to another organisation. We will notify you if this happens and we will ensure that the transfer will not affect your rights under the contract. You may only transfer your rights or your obligations under these Terms to another if we first agree in writing.

28.6. These Terms and our Privacy and Cookies Policy, constitute the entire agreement between you and us and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to their subject matter. You acknowledge that in accepting these Terms, you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms or our Privacy and Cookies Policy.

29. Applicable Laws and Governing Jurisdiction

These Terms, their subject matter and their formation, are governed by and construed in accordance with the laws of England. You agree that the courts of London, England will have exclusive jurisdiction.

30. How To Contact Us

You can contact us by post, email or telephone if you have any questions about these Terms or just want to get in touch.

Our contact details are shown below:

Address:	Timescenery Ltd, C/O Redfern Legal LLP, 7 Henrietta Street, Covent Garden, London, WC2E 8PS, United Kingdom
Email address:	<u>travel@road.travel</u>
Telephone number:	+44 (0) 800 041 8483

APPENDIX TO THE TERMS

List of goods and services prohibited for advertising, distribution, sale on the Website:

- intimate services, as well as erotic materials and services for adults, including sex toys and condoms, underwear with necklines or transparent (see-through);
- all types of weapons (hunting, pneumatic, strike ball, civilian, paintball, etc.), including edged weapons (except for kitchen knives, penknives, office knives), as well as components for them, copies of collectible weapons, souvenir and decorative weapons, as well as products structurally similar to weapons;
- arms, ammunition, military equipment, components and spare parts, all types of rocket fuel, explosives and waste, blasting agents, gunpowder, pyrotechnics, lasers, chemical warfare agents, special equipment of paramilitary personnel and materials, special equipment, regulatory and technical documentation for their production and operation, uniforms of government officials, including with insignia;
- alcohol, alcoholic beverages, as well as devices for their manufacture;
- tobacco, tobacco products, tobacco products, electronic cigarettes, hookahs, including accessories and consumables, smoking accessories (except lighters and ashtrays);
- drugs and pharmaceuticals, including those used in veterinary medicine;
- medical services, including nutritional counselling, veterinary services, Botox injections, therapeutic or paediatric massages, and cosmetic services;
- human organs and tissues, donor services, and surrogate services;
- coins and banknotes in circulation;
- state awards;
- writing services and finished theses, term papers, similar types of works;
- goods, turnover of which violates intellectual rights of third parties;
- securities (shares, bonds, checks, etc.) except for securities for collection purposes explicitly indicated expiry date and / or marking of invalidity / cancellation / redemption;
- poisons, narcotics and psychotropic substances. goods and equipment containing radioactive substances and isotopes, uranium and other fissile materials and products and wastes thereof;
- goods or services designed to deceive users or public authorities, including identification documents, service certificates, passes, medical certificates, blanks of documents and other similar kinds of documents, including databases containing personal data, materials and services containing state, bank, commercial and other secrets (including the codes of bank cards, safes, etc.);
- accounts of resources and services (social networks, e-mail, games, etc.);
- technical means intended for surreptitious obtaining of information, as well as encryption equipment;
- goods and services without consumer value, as well as transcendental services:
- witchcraft, magic, alternative medicine;
- objects of cultural and archaeological heritage;
- services for installation of illegal copies of software and change of factory settings, including: firmware, unlock, jailbreak, etc.;
- extremist materials, goods with Nazi symbols;
- rare and endangered animals and plants, products made of them, as well as the skins, feathers and other parts and organs of wild animals;
- gaming and lottery equipment used for gambling; traps and fishing nets;
- offers for the sale and registration of phone numbers, SIM-cards or low cost tariffs and cable TV cards;
- offers for services related to illegal software installation and changes in factory settings.