

Terms and Conditions for Carmacal License

Last updated 6 March, 2023

1. Agreement to our Terms and Conditions

We are Stichting European Centre for Eco and Agri Tourism – Nederland, doing our business as ECEAT and Travelife for Tour Operators ('Company, 'we', 'us', or 'our'), a company registered in the Netherlands at Minahassastraat 1, 1094RS, Amsterdam. Our VAT number is 805347173.

We operate the website <https://carmacal.org> (the 'Site') as well as other related products and services the refer or link to these legal terms (the 'Terms and Conditions' collectively as the 'Services').

Carmacal calculates the Green House Gas (GHG) CO2 emissions for any tourism product or destination by combining emissions from flights and land transport, accommodation and activities.

You can contact us by phone at +31 206630591, email: info@carmacal.org or by mail to Minahassastraat 1, 1094RS, Amsterdam, The Netherlands.

These Terms and Conditions constitute a legally binding agreement made between you, whether personally or on behalf of an entity ('you') and Stichting European Centre for Eco and Agri Tourism – Nederland, concerning your access and use of the Services. You agree that by accessing the Services you have read, understood and agreed to be bound by all of these Terms and Conditions. **If you do not agree with all of these Terms and Conditions then you are expressly prohibited from using the Services and you must discontinue use immediately.**

We will provide you with prior notice of any scheduled changes to the Services you are using and the modified Terms and Conditions will become effective upon posting information on the <https://carmacal.org> website and/or notifying you by info@carmacal.org in an email message. By continuing to use the Services after the effective date of any changes you agree to be bound by the modified Terms and Conditions.

The Services are intended for users who are at least 18 years of age. Persons under the age of 18 are not permitted to use or register for the Services.

We recommend that you print a copy of these Terms and Conditions for your records.

These Terms and Conditions should be consulted in combination with the Privacy Policy for Carmacal.

2. Services

The information provided when using the Services is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Those persons who choose to access the Services from other locations do so on their own initiative and are solely responsible for compliance with local laws if and to the extent they are applicable.

3. Intellectual Property

We are the owner or the licensee of all intellectual property rights in our Services including all source code, databases, software, website design, audio, video, text, photographs and graphic in the Services (collectively, the 'Content') as well as the trademarks, logos contained therein (the 'Marks').

Your Use of Our Services

Subject to your compliance with these Terms and Conditions we grant you a non-exclusive, non-transferable, revocable licence to:

- Access the Services, and
- Download or print copy of any portion of the Content to which you have properly gained access

solely for your personal, non-commercial or internal business purpose.

By using the Services you represent and warrant that:

- All registration information you submit will be true, accurate, current and complete
- You will maintain the accuracy of such information and promptly update such registration information as necessary
- You have the legal capacity and you agree to comply with these Terms and Conditions
- You are not a minor in the jurisdiction in which you reside
- You will not access the Services through automated or non-human means, whether through a bot, script or otherwise
- You will not use the Services for any illegal or unauthorised purpose

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Services.

4. User Registration

You are required to register to use the Services. You agree to keep your password confidential and will be responsible for all use of your account and password.

5. Payment for Services

You agree to provide current, complete and accurate purchase and account information for all purchases made via the Services. You further agree to promptly update account information and payment information including email address, payment method and payment card expiration date, so that we can complete your transaction and contact you as needed. We may change prices at any time.

All sales are final and no refund will be issued.

6. Contribution Licence

You and Services agree that we may access, store, process and use any information and data that you provide following the terms of the Privacy Policy and your choices (including settings).

We do not assert any ownership over your Contributions. You retain full ownership of all your Contributions and intellectual property rights or other rights associated with contributions. We are not liable for any statements or representations in your contribution provided by you in any area on the Services. You are solely responsible for your Contributions to the Services and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your Contributions.

7. User Data

We will maintain certain data that you transmit to the Services for the purpose of managing the performance of the Services as well as data relating to your use of the Services.

Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Services. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

8. Termination

These Terms and Conditions shall remain in full force and effect while you are using the Services. Without limiting any other provision of these Terms and Conditions we reserve the right to, in our sole discretion and without notice or liability, deny access to any use of the Services (including blocking certain IP addresses), to any person for any reason or for no reason, including without limitation for breach or any representation, warranty or covenant contained in these Terms and Conditions or of any applicable law or regulation. We may terminate your use or participation in the Services or delete your account and any content of information at any time, without warning, in our sole discretion.

9. Modification and Interruption

We reserve the right to change, modify or remove the contents of the Services at any time for any reason at our sole discretion without notice. Furthermore, we have no obligation to update any information on our Services. We also reserve the right to modify or discontinue all or part of the Service without notice at any time. We will not be liable to you or any third party for any modification, price change, suspension or discontinuance of the Services.

We cannot guarantee the Services will be available at all times. We may experience any problem or need to perform maintenance related to the Services resulting in interruptions, delays or errors. We reserve the right to change, revise, suspend, update, discontinue or otherwise modify the Services at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Services during any downtime or discontinuance of the Services. Nothing in these Terms and Conditions will be construed to obligate us to maintain and support the Services or to supply any corrections, updates, or releases in connection therewith.

10. Governing Law

These Terms and Conditions are governed by and interpreted following the laws of the Netherlands and the use of the use of the United Nations Convention of Contracts for the International Sales of Goods is expressly excluded. If your residence is in the EU and you are a consumer, you additionally possess the protection provided to you by obligatory provisions of the law in your country of residence. Stichting European Centre for Eco and Agri Tourism – Nederland and you both agree to submit and be bound to the non-exclusive jurisdiction of the courts of Amsterdam, which means that you may make a claim to defend your consumer protection rights in regards to these Terms and Condition in the Netherlands, or in the EU country in which you reside.

11. Disclaimer

To the maximum extent permitted by applicable law, we exclude all representations, warranties and conditions relating to our website and the use of this website. Nothing in this disclaimer will:

- limit or exclude our or your liability for death or personal injury;
- limit or exclude our or your liability for fraud or fraudulent misrepresentation;
- limit any of our or your liabilities in any way that is not permitted under applicable law; or
- exclude any of our or your liabilities that may not be excluded under applicable law.

The limitations and prohibitions of liability set in this section and elsewhere in this disclaimer: (a) are subject to the preceding paragraph; and (b) govern all liabilities arising under the disclaimer, including liabilities arising in contract, in tort and for breach of statutory duty.

12. Limitation of Liability

In no event will we or our directors, employees or agents be liable to you or any third party for any direct, indirect, consequential, exemplary, incidental, special or punitive damages, including lost profit, lost revenue, loss of data, or other damages arising from your use of the Services, even if we have been advised of the possibility of such damages. Notwithstanding anything to the contrary contained herein, our liability to you for any cause whatsoever and regardless of the form of the action, will at all times be limited to the amount paid, if any, by you to use during the six (6) month period prior to any cause of action arising.

13. Indemnification

You agree to defend, indemnify and hold us harmless, including our subsidiaries, affiliates and all of our respective offices, agents, partners, and employees from and against any loss, damage, liability, claim or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of:

Use of the Services

14. Breach of these Terms and Conditions

Any breach of your representations and warranties set forth in these Terms and Conditions

Your violation of the rights of a third party, including but limited to property and intellectual property rights, or

Any harmful act toward any other user of the Services with whom you connected via the Services.

15. Miscellaneous

These Terms and Conditions and any policies or operating rules posted by us on the Services or in respect to the Services constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms and Conditions shall not operate as a waiver or such a right or provision. These Terms and Conditions operate to the fullest extent permissible by law. We may assign any or all of your rights for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision or part of the provision is deemed severable from these Terms and Conditions and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms and Conditions or use of the Services. You agree that these Terms and Conditions will not be construed against us by virtue of having drafted them. You hereby waive any and all defences you may have based on the electronic form of these Terms and Conditions and the lack of signing them by the parties hereto to execute these Terms and Conditions.

16. Contact Us

In order to resolve a complaint regarding the Services or to receive further information regarding the use of the Services, please contact us at:

Stichting European Centre for Eco and Agri Tourism – Nederland (ECEAT)

Minahassastraat 1

1094RS Amsterdam

Netherlands

Tel: +31 206630591

Email: info@carmacal.org

