

WEBSITE GENERAL TERMS AND CONDITIONS

I. GENERAL PROVISIONS

1.1. The "Website General Terms and Conditions" (hereinafter referred to as GTC) have the purpose to outline the rules and guidelines governing the use of the www.thenomadescape.com website.

1.2. The website owner and operator is **TNE Network LTD** company, established in 85 Great Portland Street, First Floor, London, W1W7LT, England, United Kingdom, registered with identification number 13081247 (hereinafter referred to as "TNE", "Host", "Organizer", "Us" or "We").

1.3. By accessing or using this website, the User (hereinafter also referred to as "Visitor" or "You") acknowledges that he has read, understood and agrees to be bound by these terms and conditions. The provisions of these Terms and Conditions apply for the entire duration of use, which is renewed with each access to the Site.

1.4. GTC are valid indefinitely. The Visitor agrees that TNE has the right to unilaterally amend these GTC, without need for previous notification. Should the GTC be amended, the respective amendments shall take effect immediately after publication on the Website. TNE recommends Participants to monitor the changes to these GTC.

II. USE OF WEBSITE

2.1. Information is provided about the products and services and the possibility of online acquisition is offered through the www.thenomadescape.com website.

2.2. Due to the content and purpose of the website, people who want to benefit from their products must have the status of "customer", which is acquired by completing the registration form and following the steps that TNE subsequently communicates through email. The condition of the client implies the adhesion to the conditions of use of the version published at the moment in which the website is accessed.

2.3. In any case, there are pages of the website accessible to individuals or legal entities that fail to register or initiate a purchase. In this sense, users who access these parts of the website agree to be subject to the terms and conditions set forth in these general conditions, to the extent that this may be applicable.

2.4. Products and services of TNE are distributed internationally and are exclusively addressed to the public over 18 years of age. During registration, the Company requests sufficient information to indicate that the User is at least 18 years old and that he fully understands and accepts the terms of use of the services. However, TNE assumes no responsibility for the use of the Site by minors who have violated this Agreement.

III. WEBSITE CONTENT

3.1. WEBSITE OVERVIEW

3.1.1 The company markets through the platform products or services that can be identified by different categories and sections. The company sells through the platform the following activities mentioned by way of example and not limitation: access to online/offline events, courses, access to the blog, chat and webinars.

3.1.2 The Platform contains a Blog section through which the Company periodically posts articles to keep website visitors informed about topics related to its business and which can be accessed free of charge.

3.1.3 By subscribing, the User receives access to the Newsletter section where discounts on subscriptions, information about events or offers are communicated.

3.1.4. The descriptions of the products displayed on the website are made based on our own information in case of our own and those of our suppliers in the case that corresponds.

3.2. PRICES AND PAYMENTS

3.2.1. All the prices of the products that are indicated through the web page. The initial price shown on the website for each of the products offered will be added to the current taxes and the corresponding fees for the

relevant shipping costs in some cases. In any case, the final rates will be previously communicated to the customer before formalizing the purchase itself.

3.2.2. Under no circumstances The Nomad Escape will intentionally sell services that it can not offer.

3.2.3. The customer agrees to pay at the time he places the order. After placing an order and purchasing a service/product the client receives an invoice.

3.2.4. A deposit of minimum 50% of the total purchasing amount is required before TNE can provide their services/products.

3.2.5. The customer must pay the amount corresponding to their order by paying through credit or debit card, transfer, or deposit account in the bank office.

3.2.6. The customer must notify TNE of any charge that he considers being undue or fraudulent on the card used for purchases, by email, or by telephone, in the shortest possible time to make the necessary arrangements.

3.2.7. The description of each product and their prices are informative and may be changed without prior notice.

3.3. FORMALIZATION OF ORDERS

3.3.1. Once the order has been formalized, TNE will always send an email to the customer confirming the details of the purchase made.

3.3.2. An order will be considered completed when the amount is credited to the account.

3.4. CANCELLATION OF ORDERS

3.4.1. TNE will accept cancellations of orders when they are requested 45 days prior to the planned date of using the purchased service. The 50% deposit will be refunded to the customer.

3.4.1. To make the cancellation the Customer must request it through the contact form or by sending an e-mail to team@thenomadescape.com indicating CANCELLATION OF THE ORDER in the Subject and the corresponding data to identify the order.

3.5. SIGNIN UP AND USER ACCOUNTS

3.5.1. If our Website offers user account functionality, the User may be required to create an account to access certain features or services. When creating an account, the User agrees to provide accurate and complete information. It is the User`s responsibility to keep your account information up to date. Failure to do so may result in a breach of these terms. *(eg. To register as an Ambassador, the User provides a series of personal data: name, surname, e-mail address, company name).*

3.5.2. The User is responsible for maintaining the security of your account and safeguarding the password. Do not share the password with others or allow unauthorized access to your account. If the User suspects any unauthorized access or use of the account, TNE must be notified immediately.

3.5.3. All personal data provided in order to create the account, edit the profile or use the platform, including the messages sent through the chat are confidential.

IV. PROHIBITED ACTIVITIES

4.1. THE FOLLOWING ACTIVITIES ARE STRICTLY PROHIBITED ON OUR WEBSITE:

- Engaging in any unlawful or illegal activities.
- Unauthorized access to user accounts, data, or systems.
- Posting or sharing harmful content, including malware, viruses, or spam.
- Impersonating other individuals or entities.
- Engaging in harassment, hate speech, or abusive behavior.
- Violating intellectual property rights.

- Access or attempt to access data of other users of the site, penetrate or access any of the security measures relating to the site;
- Introduce any malware, virus or other harmful software program (worm) that damages or interferes with the operation of the site, including but not limited to cancelbots, denial of services, worms, trojan horses, viruses or any other software or hardware for this purpose;

4.2. Engaging in any of the above activities may result in the immediate termination of your access to the Website.

V. PRIVACY

5.1. TNE's Privacy and Cookies Policy applies to use of this Site, which is available on the website. Additionally, by using the Site, you acknowledge and agree that Internet transmissions are never completely private or secure. You understand that any message or information you send to the Site may be read or intercepted by others, even if there is a special notice that a particular transmission (for example, credit card information) is encrypted.

VI. INTELLECTUAL PROPERTY

6.1. WEBSITE CONTENT: The Nomad Escape has all the rights over the content, design and source code of this web page, including but not limited to photographs, images, texts, logos, designs, brands, commercial names, and data that are included in the Web, including copyright and trademark laws. Customers and users are warned that such rights are protected by current international legislation regarding the intellectual and industrial property. The content of this website is also considered to be a computer program, and therefore, all applicable European Community regulations on the subject also apply. It is expressly forbidden the total or partial reproduction of this website, or any of its contents, without the express and written permission of The Nomad Escape.

6.2. TRADEMARKS: All trademarks, service marks, trade names, and logos used or displayed on this Website are registered and unregistered trademarks of TNE or third parties who have granted us permission to use them. The User may not use, copy, reproduce, distribute, or modify any of these trademarks without prior written consent from the owner.

6.3. COPYRIGHT: All content on this Website is protected by copyright laws, whether registered or unregistered. The User may not use, reproduce, distribute, or create derivative works based on this content without prior written consent from TNE or the copyright owner.

6.4. USAGE LIMITATION: TNE informs that it does not grant a license or implicit authorization whatsoever on the rights of intellectual and/or industrial property or on any other right or property related, directly or indirectly, with the contents included in the web.

6.5. USER-GENERATED CONTENT RIGHTS AND RESPONSIBILITIES

a. USER CONTENT OWNERSHIP: If the User submits or uploads content to the Website (including but not limited to reviews, comments, or other user-generated content), he automatically grants TNE a non-exclusive, worldwide, royalty-free, sublicensable, and transferable license to use, reproduce, modify, adapt, publish translate, distribute, and display your content in any media now known or hereafter developed, for the purposes of operating, promoting, and improving the Website.

b. COMPLIANCE WITH LAWS: the User is responsible for ensuring that any submitted user-generated content complies with all applicable laws, including copyright, trademark, privacy, and defamation laws. The User may not submit content that infringes on the intellectual property rights of others or violates any third-party rights.

6.6. REQUESTING PERMISSION TO USE CONTENT: If the User wishes to use any content from this Website for purposes other than personal use or as expressly permitted under these terms and conditions, he must obtain written permission from TNE or the respective content owner. To request permission, please contact us at team@thenomadescape.com. Include detailed information about the content, the intended purpose and how it is planned to be use it.

6.7. REPORTING INTELLECTUAL PROPERTY VIOLATIONS: If the user believes that intellectual property rights have been infringed upon by content on this Website, please notify us promptly.

VII. DISCLAIMERS

7.1. DISCLAIMER OF ACCURACY AND ERRORS

a. NO WARRANTY: This Website is provided on an "as-is" and "as-available" basis. While we make every effort to ensure the accuracy, completeness, and reliability of the content, we do not warrant or represent that the information on the Website is error-free or up-to-date. We disclaim any warranties, express or implied, including but not limited to the accuracy, reliability, merchantability, fitness for a particular purpose, or non-infringement of intellectual property.

b. ERRORS AND OMISSIONS: We are not liable for any inaccuracies, typographical errors, or omissions that may appear on the Website. The information provided on this Website is for general informational purposes only and should not be relied upon as the sole basis for making decisions without consulting primary, more accurate, or more complete sources of information.

c. CONSEQUENTIAL AND INCIDENTAL DAMAGES: To the fullest extent permitted by applicable law, we shall not be liable for any indirect, consequential, special, incidental, or punitive damages, or for any lost profits or revenues, whether incurred directly or indirectly, arising from your use or inability to use the Website, even if we have been advised of the possibility of such damages.

d. TNE CAN NOT BE MADE RESPONSIBLE FOR:

- i. The use that the Visitors may make of the materials on this website, in violation of the intellectual and/or industrial property rights of the contents of the website or third parties.
- ii. Any damages and losses to Users caused by normal or abnormal functioning of the search tools, the organization/location of the contents, access to the website or errors or problems that are generated in the development or instrumentation of the technical elements that the web or a program facilitates to the user.
- iii. The accuracy of the information contained in this website.
- iv. The access of minors to the contents included in the web, is the responsibility of their parents or guardians to exercise an adequate control over the activity of the minors under their care or to install some of the tools for controlling the use of the Internet with the object of avoiding the sending of personal data without the prior authorization of their parents or guardians.
- v. Communications or dialogues in the course of debates, forums, chats, and virtual communities that are organized through or around the web and/or linked websites, nor respond, therefore, the possible damages and prejudices suffered by the clients or private and/or collective users as a result of said communications and/or dialogues.
- vi. Errors or delays in the access to the website by the client when entering their data in the order form, the slowness or impossibility of reception by the recipients of the order confirmation, or any anomaly that may arise when incidents are due to problems in the Internet, causes of unforeseeable

circumstances or force majeure and any other unforeseeable contingency beyond the good faith of TNE.

7.2. In any case, The Nomad Escape is committed to solving any problems that may arise and offering all the necessary support to the client to reach a quick and satisfactory solution to the incident.

VIII. LIMITATION OF LIABILITY

8.1. TO THE EXTENT PERMITTED BY LAW, WE WON'T BE LIABLE FOR ANY:

- indirect loss or indirect damage;
- descriptions of products and services or inaccurate information on the website;
- product, service, or action of a Service Provider or other business partner;
- mistake in an email address, phone number, or credit card number (unless it's our fault);
- force majeure or event beyond our control.

8.2. If the User or Client breaches these Terms and/or the Service Provider's terms, to the extent permitted by law:

- we won't be liable for any costs you incur as a result, and
- you won't be entitled to any refund.

8.3. IN ADDITION, TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL TNE (INCLUDING OUR PARENT, SUBSIDIARIES, AND AFFILIATES, AND OUR AND THEIR OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES) BE LIABLE TO THE USER OR CLIENT OR ANY THIRD PARTY UNDER ANY CLAIM AT LAW OR IN EQUITY FOR ANY CONSEQUENTIAL DAMAGES OR LOSSES (INCLUDING, BUT NOT LIMITED TO, LOSS OF MONEY, GOODWILL OR REPUTATION, PROFITS, OTHER INTANGIBLE LOSSES, OR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES), AND ALL SUCH DAMAGES OR LOSSES ARE EXPRESSLY EXCLUDED BY THIS USER AGREEMENT WHETHER OR NOT THEY WERE FORESEEABLE OR TNE WAS ADVISED OF SUCH DAMAGES OR LOSSES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE ARE NOT LIABLE, AND THE USER OR CLIENT AGREES NOT TO HOLD US RESPONSIBLE, FOR ANY DAMAGES OR LOSSES (INCLUDING, BUT NOT LIMITED TO, LOSS OF MONEY, GOODWILL OR REPUTATION, PROFITS, OTHER INTANGIBLE LOSSES, OR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES) RESULTING DIRECTLY OR INDIRECTLY FROM THE USE OR INABILITY TO USE OUR SERVICES.

8.4. We don't make any promises about Service Providers' products and services apart from what we expressly state in these Terms. Making the right choice(s) is entirely your responsibility.

8.5. You may be protected by mandatory consumer protection laws and regulations, which guarantee you rights that no company's terms can overrule. In that case, our liability is determined not just by these Terms, but also by any applicable consumer protection laws and regulations.

8.6. Regardless of the previous paragraphs, if we are found to be liable, our liability to the User or Client or to any third party is limited to the greatest of the amount of the product or service bought from TNE.

IX. INDEMNITY

9.1. To the extent permitted by the law, you agree to indemnify and hold TNE, its officers, directors, shareholders, predecessors, successors in interest, employees, agents, subsidiaries and affiliates, harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against TNE by any third party due to or arising out of or in connection with your use of the Site.

X. THIRD-PARTY CONTENT AND LINKS

10.1. This Website may contain links to third-party websites, content, or services that are not owned or controlled by us. We do not endorse, warrant, or assume responsibility for the accuracy or legality of any third-party content linked from the Website. Your interactions with these third-party websites are subject to their terms and conditions and privacy policies.

XI. FORCE MAJEURE

11.1. We shall not be liable for any failure or delay in performing our obligations under these terms and conditions when such failure or delay is due to circumstances beyond our reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, power outages, strikes, or labor disputes.

XII. PROMOTIONS AND CAMPAIGNS

12.1. TNE has the right to carry out, during defined time intervals, promotional campaigns to promote the registration of new members in its service. TNE reserves the right to modify the conditions of application of the promotions, extend them by duly communicating it, or proceed to the exclusion of any of the participants of the promotion in the event of detecting any anomaly, abuse, or unethical behavior in the participation thereof.

XIII. TERMINATION

13.1. WE RESERVE THE RIGHT, AT OUR SOLE DISCRETION, TO TERMINATE, SUSPEND, OR RESTRICT YOUR ACCESS TO ALL OR ANY PART OF THIS WEBSITE WITHOUT PRIOR NOTICE, FOR ANY REASON, INCLUDING BUT NOT LIMITED TO:

- Violation of these terms and conditions or any other policies or guidelines posted on the Website.
- Conduct that we believe is harmful to other users or interferes with the proper functioning of the Website.
- Engaging in prohibited activities.
- Suspected fraudulent, illegal, or unauthorized activities associated with your account or use of the Website.
- Failure to comply with account security measures or repeated unauthorized access attempts.
- Any other actions or omissions that we, in our sole discretion, believe to be in violation of applicable laws or regulations.

13.2. USER RESPONSIBILITIES UPON TERMINATION

a. IMMEDIATE OBLIGATIONS: In the event of termination of access to the Website, the User is required to immediately cease all use of the Website, including but not limited to accessing, browsing, or attempting to use any of its features.

b. ACCOUNT TERMINATION: If access is terminated, the User may no longer be able to access accounts, and any content or data associated with it may be deleted or inaccessible. We shall not be liable for any loss of access, data, or content resulting from the termination of your account.

c. CONTINUED OBLIGATIONS: Termination of access does not relieve the User of any obligations or liabilities incurred prior to the termination. The User remain responsible for any legal and contractual obligations, including but not limited to indemnification and limitations of liability, even after the termination of access.

XIV. DISPUTES

14.1. To the extent permitted by mandatory local (consumer) law, any dispute, controversy, or claim arising out of or in connection with these Terms and Conditions, including any disputes relating to their existence, validity, interpretation, or termination, shall be subject to the exclusive jurisdiction of the courts of England and Wales.

14.2. The parties shall first attempt to resolve any dispute amicably through good-faith negotiations. In the event that such negotiations do not lead to a resolution within a reasonable time, either party may initiate legal proceedings in the courts of England and Wales.

14.3. Both parties agree to submit to the personal jurisdiction of the courts of England and Wales.

XV. MISCELLANEOUS PROVISIONS

15.1. These GTC, representing the Contract between the User and TNE, may be assigned by the latter without the consent of the customer.

15.2. The name of the chapters and the sub-titles are for reference only and should not be taken into account in the interpretation or construction of these GTC

15.3. If any of the clauses in this GTC are declared null and void, the rest of the clauses will continue to produce their effects, and the clause declared null or unenforceable will be replaced by a new clause that reflects as closely as possible the will of TNE.

15.4. For questions or concerns regarding the Website General Terms and Conditions, please contact us by e-mail at team@thenomadescape.com.

The Website General Terms and Conditions were last updated on the 2nd of October, 2023.