


WETU B.V. CUSTOMER AGREEMENT

Part A	Your Information
Entity Name	
Trading name	
Registration number	
VAT Number	
Registered address	

Part B	Your Representative Details		
First name		Surname	
Email			
Your role		Cell	

Part C*	Service (please indicate the service you want to subscribe to)	
Tour operators, Destination Management Companies and Travel Agents		
Service	Cost	#users
Lite Designed for travel professionals this entry package streamlines the planning process while ensuring a seamless experience for end users. This package includes access to the Wetu database of beautiful content from destinations and suppliers around the world and makes it quick and easy to send a beautiful digital itinerary to prospective and travelling clients. Access the available services here .	75 USD for the first user (35 USD per additional user). <i>Prices exclude VAT</i>	
Premium In addition to the Wetu Lite offering, this package allows the user to take advantage of a more robust product suite to build delightful digital itineraries for every stage of their customer’s journey. Users are enabled to curate the right itinerary for the right moment and build multiple itineraries to match their sales stages from proposal to final booking. Additionally, the Premium package allows the user to add cobranding to simplify collaboration with their travel partners as well as fast-track their team to superuser status with specialist user onboarding training. Access the available services here .	150 USD for the first user (65 USD per additional user) <i>Prices exclude VAT</i>	
Enterprise Includes all the features of the Premium package, plus powerful tools to streamline operations and enhance efficiency. Tour Operator Integrations allow for seamless quoting and operational management, while access to our Connect API enables easy integration between the user’s back-office systems and Wetu. This simplifies the conversion of bookings and quotes into content-rich, interactive digital itineraries, making the planning process	395 USD for 5 users per month. Additional users price on request. <i>Prices exclude VAT</i>	

Wetu (BV)

KVK no. 67453090 
VAT no. NL8570.00.408.B01

 Kennermerplein 6 2011 MJ Haarlem, Netherlands

scalable, smoother and more connected than ever. Access the available services here .			
Destination Management Organisation, Accommodation, Restaurants, Activities			
Service		Cost	
Core Profile This entry tier offers users the ability to establish a presence in the Wetu system free of charge. The Core Profile tier benefits from all the essential features needed to create an accessible profile. Access the available services here .		[insert price] Prices exclude VAT	
Listed properties for Core Profile			
<div><div>1. [First property name and description]</div><div>2. [Second property name and description]</div><div>3.</div></div>			
Professional Profile The Professional Profile tier allows users to take their Wetu profile to the next level. The tier extends the marketing and sales reach of the profile by offering the ability to upload and share an extensive amount of content and mediums in different formats and languages and then seamlessly share these with end users directly from the Wetu system. Access the available services here .		[insert price] Prices exclude VAT	
Listed properties for Professional Profile			
<div><div>1. [First property name and description]</div><div>2. [Second property name and description]</div><div>3.</div></div>			
Day tours This is a free service Designed for Day Tour providers, this entry package streamlines the planning process while ensuring a seamless experience for end users. This package includes access to the Wetu database of beautiful content from destinations and suppliers around the world and makes it quick and easy to send a beautiful digital day tour itinerary to prospective and travelling clients.		Free	

*NOTE: Part C can be varied by emailing support@wetu.com

Part D	Additional Services	
Description	Amount	Total
Onboarding fee		
Training costs		
TOTAL (excluding VAT)		

Part E*	Billing preferences
Billing cycle (please tick)	
<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly (3 months) <input type="checkbox"/> Bi-annually (6 months)	
<input type="checkbox"/> Annually (12 months) (one month free)	

Billing start date	(Day)	(Month) (Year)
Accounts contact		
Accounts contact email address		

*NOTE: Part E can be varied by emailing support@wetu.com

Part F	Commencement	
Commencement date	(Day)	(Month) (Year)
Termination notice period	30 calendar days prior written notice	

Part G	Custom Terms
Terms unique to you	

FOR WETU

Signed at on the day of 20

Name and surname Signature

FOR YOU (SEE PAGE 1)

Signed at on the day of 20

Name and Surname Signature

Wetu B.V. Standard Terms and Conditions

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1 WHAT THIS AGREEMENT IS ABOUT

This Agreement sets out the terms and conditions under which we provide the service to you


- 1.1 Wetu provides Software as a Service (SaaS) to its customers which are generally in the tourism industry and we help our customers provide compelling content and logistics to excite your clients to use your services.
- 1.2 This Agreement sets out the Terms and Conditions governing how Wetu B.V. ('we/us') will provide the service to the entity named in page 1 ('you').
- 1.3 By signing this Agreement you warrant that you can bind the organisation described in page 1.

2 SOME TERMS YOU NEED TO KNOW

Definitions

- 2.1 **"Aggregated Information"** means all the data, information and content that WETU or its other subscribers have loaded into the Software. This includes but is not limited to GPS co-ordinates, descriptions, audio, pictures, videos and 360-degree imagery;
- 2.2 **"Commencement Date"** means the date set out in Part F of this Agreement.
- 2.3 **"Documentation"** the user documentation and other literature provided by us

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from time to time for use by you in conjunction with the Services;

- 2.4 **"Intellectual Property Rights"** rights arising by virtue of or in relation to patents, trademarks, service marks, registered designs, copyright, design rights, know-how, confidential information, trade and business names and any other similar protected rights in any country;
- 2.5 **"Maintenance Services"** the Software support services to be offered by the Licensor pursuant to this Agreement as specified in Schedule 2;
- 2.6 **"End User"** those natural persons who are given access to the Service/s by you, the entity named in Part A;
- 2.7 **"Release"** each update to the Service which incorporates the most recent technological functionality and is identified by the numeral to the left of the decimal point (e.g. release 2.0);
- 2.8 **"Service"** means the Service selected by you in Part C of the Agreement, the full details of which are described and updated on the Wetu website;
- 2.9 **"Version"** means each update to a particular release of the Service which has incorporated further development work within the technology of that release and is identified by the numeral to the right of the decimal point (e.g. Version 2.2).

3 COMMENCEMENT, DURATION AND TERMINATION

This Agreement starts when we send you a signed electronic copy.

- 3.1 This Agreement starts when we have both signed a version of this Agreement and exchanged electronic or papers copies (we can sign different copies or 'counterparts').

This Agreement lasts for the period set out on page 1.

- 3.2 This Agreement ends on the date that is set out on page 1. If there is no date set out on page 1 this agreement continues indefinitely until such time as one party provides the prior written notice period required in page 1 that this Agreement will end.

Either party can cancel this agreement with 30 days' written notice

- 3.3 This Agreement can be terminated by either party on 30 calendar days' written notice to the other.

4 LICENCE AND USE

You can use the services and functionality that you requested in Part C.

- 4.1 When you sign up for the Service/s you selected in Part C, you are entitled to use the features and functionality that Service and this Agreement grants you, subject to the conditions in this Agreement.

This licence and this Agreement apply to you specifically

- 4.2 The licence to use the Services is non-exclusive and non-transferable. This means that we need to agree first before you can transfer or cede this Agreement to a new party. If you would like another party to use our Services, please contact us.

You can use content that other Wetu customers have made public

- 4.3 This licence also allows you to access and use the Aggregated Information (information loaded on our servers by parties such as accommodation and activity providers and by us) provided you acknowledge their proprietary rights in their content and use it in accordance with their wishes.

You can also use our documentation

- 4.4 This licence also allows you to access and use Wetu documentation such as our knowledge base and user guides.

Our Services are provided "as is"

- 4.5 Our Services are provided "as is" in the form of it current Release and Version. We are constantly updating our Services to include more functionality and to fix any errors in our Services. We warrant that our Services will perform

We will not be liable for any defects unless we breach the Service Level Annexure		substantially as set out in our User Guide and the functionality that is explained on our website, but we will not be liable for any defect or error unless we have breached our Service Levels Annexure.
	4.6	Notwithstanding anything in this Agreement, we will not be liable for any known defect which you were aware of before we entered into this Agreement.
Please check that our Services will meet your needs	4.7	We do not know your business and we cannot evaluate whether the Services are correct for you (although we hope they are!). Please do your own research to find out which of our Services works best for you.
You can update some aspects by email	4.8	If you wish to update Parts C and E please send an email to support@wetu.com and we will assist you to do so.

5 MAINTENANCE AND SERVICE LEVELS

Our Service Levels are contained in the Service Level Annexure	5.1	We perform maintenance on our Services from time to time and we will do our best to inform you of any planned maintenance and also do our best to keep the time when our Services are unavailable as short as possible. To keep us honest we provide you with Service Levels of what you can expect from us in our Service Level Annexure (see below).
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6 PAYMENT

Please choose a payment frequency	6.1	There are several payment frequency options available to you in Part E and we will invoice you in the frequency chosen by you.
Payment method	6.2	You need to pay us within 7 days after you receive our invoice. If you pay after the 7 days, then we are entitled (but not obliged) to charge you 2% interest per month for every completed or partially completed month until you settle our invoice.
We charge 2% interest per month on overdue payments	6.3	If you are more than 30 days overdue on payments due to us, then we are entitled to suspend your access to the Services. We will only do this on prior written notice to you. We really do not want to do this, so please get hold of us if you are struggling to pay our invoice and we will work with you to find a solution.
We can suspend the Services if you do not pay our invoice		

7 PRICES

Our prices normally increase each year	7.1	We will notify you of any price change in December of each year and the price increase will come into effect on the 1 st of March in the following year.
Our price increase is based on the CPI	7.2	Our price increase will be based on the Consumer Price Index (CPI) as published by CBS (Statistics Netherlands).

8 WARRANTIES

Our Services will work as we set out on the Website and in the user documentation	8.1	We warrant that our Services will perform substantially according to our User Guide and the functionality that is explained on our website.
	8.2	Both parties warrant that they:

The parties warrant they are not insolvent and that entering into this agreement does not breach another agreement.	8.2.1	are not insolvent (there is sufficient cash to pay your expenses when they are due);
	8.2.2	are not under business rescue, debt review, administration order or judicial management;
	8.2.3	are not subject to liquidation or sequestration proceedings and you have no reasonable expectation that sequestration or liquidation will commence; and
	8.2.4	have obtained the consent of any parties necessary to enter into this Agreement.

9 CONFIDENTIAL INFORMATION

What confidential information means.	9.1	'Confidential Information' means technical, production, financial and marketing know-how, methods, techniques, data strategies and trade secrets of the relevant party as well as each party's computer technology, business activities and products and general services and any other matters which relate to the business and affairs of each party which is non-public, confidential and not readily available to competitors of such party in the ordinary course of business.
We only accept requests from the people set out in this Agreement.	9.2	We both agree not to discuss this Agreement or to provide any Confidential Information to third parties unless we are obliged by law to do so or we must disclose the information to protect our respective rights.
	9.3	The restriction on disclosing Confidential Information as set out above does not apply if:
	9.3.1	The information was already readily available in the public domain before it was disclosed by a party to this agreement, or
	9.3.2	The information becomes readily available in the public domain (unless this happens by breaching this Agreement), or
	9.3.3	The information comes into the possession of one of the parties to this Agreement from someone who does not owe any duty of confidentiality to the party who disclosed the information, or
	9.3.4	A court or a regulatory body orders that the information be disclosed.
	9.4	If either of us discloses confidential information we will immediately inform the other that we have done so, the reasons that we had to do this and the persons to whom the confidential information was disclosed.

10 PROTECTING PRIVACY

We both agree to deal with personal data as set out in the GDPR.	10.1	All parties agree to abide by the provisions of the General Data Protection Regulation (GDPR). This means (as a minimum) that both parties will:
	10.1.1	Only use the personal data for the purpose it was disclosed,
	10.1.2	Keep the personal data confidential,
	10.1.3	Use reasonable security measures to prevent security breaches (such as unauthorised access) and other measures as required by article 32(1) of the GDPR,
We regularly assess security measures	10.1.4	Regularly assess security risks and measures taken to mitigate these risks,
	10.1.5	Only allow a subprocessor to process the personal data with the knowledge and agreement of the data controller,

We ensure employees keep personal data confidential	10.1.6 Taking reasonable steps to ensure that we can fulfil data subject rights, including immediately informing the data controller of a data subject request,
We notify each other of security breaches	10.1.7 Take reasonable steps to ensure the reliability of any Wetu personnel that may have access to personal data, including confidentiality undertakings from employees,
	10.1.8 Inform the other immediately of any security breach which affects any personal information / information of the other and fully cooperate with any investigation, mitigation and remediation following the breach,
There is a limited right to audit	10.1.9 Delete personal data within 10 business days from the data that you cease using the Wetu services, provided that a copy of the personal data may be retained in a quarantined area with restricted access for the purposes of proof relating to litigation for a period of three years after termination of this Agreement,
Processing to occur in South Africa	10.1.10 Allow for the audit of the Wetu personal data processors, only to the extent that is necessary to prove compliance with the GDPR and only by means of an independent third party auditor,
When you provide your customer's personal data Wetu is a data processor and will only use that personal data as you instruct	10.2 Personal data will be transferred to South Africa as this is the jurisdiction where the majority of technical assistance occurs. South Africa is protected by the Protection of Personal Information Act which is consistent with the GDPR. For more information please refer to our Privacy Notice.
	10.3 Both you and Wetu will receive and manage the personal data of the employees of each other as a Data Controller and take the appropriate measures as set out above.
	10.4 Due to the nature of the Services, Wetu may process personal data of your customers or clients in order to assist you to use the Services. If it does so, it processes this personal data on your behalf as a data processor where you are the data controller. We will keep this personal data confidential and only use it for the purposes you tell us to or to assist you to use it.
	10.5 NOTE: Further detail on your and our rights and responsibilities can be found in the Wetu B.V. Privacy Notice (as updated from time to time) which will amend this section and the security breaches section below and can be found at https://wetu.com/privacy-policy/

11 SECURITY BREACHES

You must notify us of security breaches immediately	11.1 You agree that you will notify us as soon as you discover any security breach relating to confidential information (which includes personal information). This notification must include:
This is what your notification of a security breach must contain	11.1.1 when the security breach occurred,
	11.1.2 when you found out about the security breach,
	11.1.3 the Personal Information that was affected by the breach,
	11.1.4 the people who were or may be affected,
	11.1.5 any steps you have taken to rectify the breach,
	11.1.6 whether you have informed the Data Protection Authority (DPA), and
	11.1.7 any suggestions you have to minimise the effect of the security breach.

12 PUBLICITY

Announcements must be agreed to

- 12.1 We both agree not to release any public announcement relating to the other party without getting the prior written agreement from the other, provided that you agree that Wetu may use your name and logo as part of a list of Wetu's customers.

13 INTELLECTUAL PROPERTY

We both keep our respective intellectual property

- 13.1 Subject to this Agreement, both Parties agree that no unauthorised use of the other Party's intellectual property - which includes its designs, trademarks, copyrighted works, moral rights, trade secrets or patents, business models, and business products - is permitted.

Either party can request the return of the other's intellectual property

- 13.2 Either party can request – in writing - a return of their intellectual property and Confidential Information at any point and this must be done within 7 calendar days of the request. The party being required to return the intellectual property or Confidential Information must provide a certificate signed by an authorised representative confirming that all the intellectual property and Confidential Information has been returned and no further intellectual property or Confidential Information is in their possession.

You fully indemnify us if you breach a 3rd party's intellectual property rights

- 13.3 One of the benefits of Wetu is that you can load content on our platform and we will help you curate it and you can use the Aggregated Information of other Wetu users. We cannot check that you are entitled to upload and use the content you upload and so you fully indemnify us from any claim based on the infringement of any third party's intellectual property (such as a claim of copyright infringement) which a third party may bring against us. This indemnity includes all legal costs that we may need to incur and we can claim legal costs from you from the point at which the claim is lodged by a third party.

Additional terms on IP can be found in the services

- 13.4 In addition to the above, various parts of our services may have additional terms relating to the treatment of intellectual property. When you agree to those terms, they will form part of these Terms and Conditions.

14 LIMITED LIABILITY

Wetu's liability to you is limited to the annual fees paid by you

- 14.1 Wetu's aggregate liability to you for any cause of action or any type of loss in which Wetu was negligent will not exceed the annual fees that you have paid for the Services.

Wetu will not be liable for indirect or pure economic loss

- 14.2 Wetu will not be liable for any indirect, special, consequential or pure economic loss or damages that you may suffer, even if advised of the possibility beforehand.

15 BREACH OF THIS AGREEMENT AND DISPUTE RESOLUTION

We must let each other know if the agreement is breached.

If the breach is not remedied within 7 days, the matter can be referred to arbitration.

We must agree on an arbitrator within 7 calendar days of the arbitration demand.

The arbitration award must be in writing and should include legal costs.

- 15.1 This clause applies to all breaches of this Agreement and applies even if this Agreement is terminated.
- 15.2 If either of us breaches this Agreement, then the party not responsible for the breach must send a written notice to the other (the 'defaulting party') and require that they remedy the breach within 7 calendar days.
- 15.3 If the breach is not remedied within 7 calendar days then either of us may refer the matter to arbitration, provided that if the dispute relates only to a failure on your part to pay us any money that you owe us, then we can elect to issue summons out of any court that has jurisdiction in the Netherlands instead of referring the matter to arbitration.
- 15.4 Any arbitration hearings will be held in Amsterdam, the Netherlands, in English, and be governed by Dutch law.
- 15.5 The arbitration will be governed by rules as agreed by both of us, or failing agreement, in terms of the expedited rules of the [Netherlands Arbitration Institution](#) (NAI) or its successor.
- 15.6 If we cannot agree on an arbitrator within 7 calendar days of the arbitration demand, the NAI may nominate an arbitrator.
- 15.7 The arbitration award must be in writing and should award legal costs on an attorney-client scale to the successful party, unless there are good reasons not to award these legal costs.

16 AMENDING AND UPDATING THIS AGREEMENT

The agreement must be amended by signing a paper amendment and sending a scanned version.

You can update some parts by email

We update our standard terms and conditions from time to time and they come into force automatically

If a party waives their right/s then it must be in writing and signed

- 16.1 This Agreement may be updated electronically, provided that the amendment:
 - 16.1.1 is in writing;
 - 16.1.2 is signed (either electronically or using a physical document) and sent to the other party;
 - 16.1.3 is agreed to by authorised representatives of both parties.
- 16.2 Notwithstanding the above clause:
 - 16.2.1 You can update the details in Parts C and E by sending a request by email to Wetu and this change will become effective once we confirm the change by means of email, and
 - 16.2.2 Wetu can automatically update its standard terms and conditions and privacy notice and you will be bound by any updates, provided that:
 - 16.2.2.1 You must be provided with 30 calendar days' notice of any change to these Terms and Conditions and/or privacy notice, unless the change is non-material (such as fixing errors or typographical mistakes);
 - 16.2.2.2 You will have the right to terminate this Agreement rather than continue using the Services and you will not be charged a penalty fee if you cancel this Agreement for this reason.
- 16.3 If either of us decides to waive any of our rights or grant an indulgence, that party must put it in writing and signed or it will not be binding.
- 16.4 Both the current and older versions of these Terms and Conditions can be found at <https://wetu.com/terms-conditions/>.

17 SENDING AND RECEIVING NOTICES

We send notices to you using the details mentioned in Part A

17.1 You choose the details set out in Part A as the address where you will receive any legal notices, which can be sent electronically. You agree to let us know of any change to your contact details, your banking details or the people entitled to represent you as soon as possible.

Any notice that is sent by the one party to the other party is received once it is capable of being received by the other

17.2 Any notice sent by either party is deemed to have been delivered on the first working day after the message was actually received, or was capable of being received by the recipient.

18 CUSTOM TERMS

Custom terms we agree on will prevail

18.1 Any customer (unique) terms and conditions we both agree to as set out in Part G will prevail over these standard Terms and Conditions.

FOR WETU

Signed at on the day of 20

Name and surname

Signature

FOR YOU (SEE PAGE 1)

Signed at on the day of 20

Name and Surname

Signature

WETU B.V. SERVICE LEVEL ANNEXURE

We will provide the following support services to you:

NEW RELEASES

- All new releases will be provided to the Licensee free of charge, but new services may incur an additional cost.
- New releases will, as a minimum, include the same or equivalent functionality as was provided to you in a previous release.
- At our discretion, certain new modules or enhancements may be added to the system from time to time for which an additional license fee will be payable. These additional modules or enhancements will be provided to you as requested by you, and subject to the payment of the additional fees.


We provide the following product support by telephone, email, live chat, audio or video conference between the hours of **07h00 and 22h00 CAT** (South African time) each working day.

We seek to target the most critical bugs affecting the widest customer set. Bugs are prioritised based on the estimated impact to Wetu users. Most bugs are initially reported at Low priority until they are triaged, and the true impact is assessed by Wetu.

The priorities applied to confirmed bugs are:

Part H	Priority definitions
Priority	Definition
Critical	<p>You are experiencing a major issue, preventing you from completing critical tasks. There are no available workarounds, requiring immediate attention to restore functionality.</p> <p>We begin work on Critical priority bugs as soon as reasonably possible.</p>
High	<p>A key feature is unavailable or not responsive, performance has significantly slowed, or you are unable to complete essential tasks, requiring urgent resolution.</p> <p>We generally seek to begin work on High priority bugs in the next sprint.</p>
Medium	<p>A specific feature or section of the service is not functioning as expected, but a workaround is available. While you may experience some inconvenience, you can still complete your tasks without major disruption.</p>

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	Medium-priority bugs are addressed once all high and highest-priority issues have been resolved, and no other critical tasks require immediate attention.
Low	<p>Minor issues like cosmetic inconsistencies or non-critical features not functioning as expected. These do not impact core functionality or prevent you from completing your tasks.</p> <p>Low-priority bugs are addressed at Wetu's discretion and are typically only fixed if developers are already working in the affected area and can resolve the issue with minimal effort.</p>
Enhancement Request	Any requests for additional functionality or for a change in existing functionality.

Part I	Types of support and approaching bugs
Priority	Definition
Product Assistance	<p>General user queries will be dealt with according to the response times below, with the exception of the following:</p> <ol style="list-style-type: none"> 1. Should it become evident that the queries are because of a lack of training, then we can require that you organise appropriate training for your users 2. Should it become evident that the queries are of a consulting nature, then our services will be charged on a time and material basis (and we will provide you with an estimate and an hourly rate for our services).
Defects / issues	Issues or defects in the Services will be assessed by us according to urgency and assigned a priority as in the table above.
Enhancement Request	Enhancements will be provided at our sole discretion, as part of a future patch, version, or release. Enhancements may be charged for on a time and materials basis.

Part J	Minimum Requirements
Browser	Up-to-date browser such as Edge, Mozilla Firefox, Chrome, Safari, Opera.
Internet Connection	For decent browsing a stable and reasonably fast connection will help ensure smooth operation of the services.

Firewalls and browsers configurations can prevent elements from the Wetu system from displaying. A proper configuration is in order to allow the Wetu system to be viewed on some networks. Make sure that the firewall allows the domain Wetu for data retrieval and that your server can receive automated emails from Wetu.

The minimum requirements are subject to change **without notice**. Reference must always be made to the updated documentation prior to installation or upgrading to new versions.

As new versions of Wetu software are released, **these minimum specifications may change** to take into account new technologies and additional processing requirements.