

# Terms and Conditions of hotel.whispergo.com

## Introduction

These Terms govern

- the use of hotel.whispergo.com, and,
- any other related Agreement or legal relationship with the Owner

in a legally binding way. Capitalized words are defined in the relevant dedicated section of this document.

The User must read this document carefully.

Hotel.whispergo.com is provided by:

**JLT Global Net SRL**

**Owner contact email:** customer-care@jltglobalnet.com

## Information about hotel.whispergo.com

**Whisper GO** is a portable pocket WiFi device, that delivers secure unlimited high-speed 4G/LTE mobile internet access for smartphones, tablets and computers, without roaming charges while you are abroad.

**Whisper GO is available for rentals only.** All rental plans include Unlimited Internet access delivered through the Vodafone mobile network (a local carrier in Italy). It is possible connect up to 4 devices at the same time.

When you rent the Whisper GO, you can choose a rental plan that fits your needs from 1 to 25 days.

All plans include: - One or more Whisper GO devices packaged in a hard case including 1 magnetic USB charging cable and 1 fast charger with 2 USB ports. - Unlimited\* high-speed internet data in Italy.

Whisper GO can be picked up at your hotel when checking in and must be returned to the same hotel when checking out or before 11pm that day.

"Hotel.whispergo.com" refers to

- this website, including its subdomains and any other website through which the Owner makes its Service available;
- the Service;

## What the User should know at a glance

- The Service/hotel.whispergo.com is only intended for Consumers.
- **Usage of hotel.whispergo.com and the Service is age restricted:** to access and use hotel.whispergo.com and its Service the User must be an adult under applicable law.

## How hotel.whispergo.com works

Hotel.whispergo.com merely serves as a technical infrastructure or platform to allow Users to interact with each other. The Owner therefore is not directly involved in any such interactions between Users.

## TERMS OF USE

Unless otherwise specified, the terms of use detailed in this section apply generally when using hotel.whispergo.com.

Single or additional conditions of use or access may apply in specific scenarios and in such cases are additionally indicated within this document.

By using hotel.whispergo.com, Users confirm to meet the following requirements:

- Users must qualify as Consumers;
- Users must be recognized as adult by applicable law;
- Users aren't located in a country that is subject to a U.S. government embargo, or that has been designated by the U.S. government as a "terrorist-supporting" country;
- Users aren't listed on any U.S. government list of prohibited or restricted parties;

## Content on hotel.whispergo.com

Unless where otherwise specified or clearly recognizable, all content available on hotel.whispergo.com is owned or provided by the Owner or its licensors.

The Owner undertakes its utmost effort to ensure that the content provided on hotel.whispergo.com infringes no applicable legal provisions or third-party rights. However, it may not always be possible to achieve such a result.

In such cases, without prejudice to any legal prerogatives of Users to enforce their rights, Users are kindly asked to preferably report related complaints using the contact details provided in this document.

### Rights regarding content on hotel.whispergo.com - All rights reserved

The Owner holds and reserves all intellectual property rights for any such content.

Users may not, therefore, use such content in any way that is not necessary or implicit in the proper use of the Service.

In particular, but without limitation, Users may not copy, download, share (beyond the limits set forth below), modify, translate, transform, publish, transmit, sell, sublicense, edit, transfer/assign to third parties or create derivative works from the content available on hotel.whispergo.com, nor allow any third party to do so through the User or their device, even without the User's knowledge.

Where explicitly stated on hotel.whispergo.com, the User may download, copy and/or share some content available through hotel.whispergo.com for its sole personal and non-commercial use and provided that the copyright attributions and all the other attributions requested by the Owner are correctly implemented.

Any applicable statutory limitation or exception to copyright shall stay unaffected.

## Access to external resources

Through hotel.whispergo.com Users may have access to external resources provided by third parties. Users acknowledge and accept that the Owner has no control over such resources and is therefore not responsible for their content and availability.

Conditions applicable to any resources provided by third parties, including those applicable to any possible grant of rights in content, result from each such third parties' terms and conditions or, in the absence of those, applicable statutory law.

## Acceptable use

Hotel.whispergo.com and the Service may only be used within the scope of what they are provided for, under these Terms and applicable law.

Users are solely responsible for making sure that their use of hotel.whispergo.com and/or the Service violates no applicable law, regulations or third-party rights.

Therefore, **the Owner reserves the right to take any appropriate measure to protect its legitimate interests including denying Users access to hotel.whispergo.com or the Service, terminating contracts, reporting any misconduct performed through hotel.whispergo.com or the Service to the competent authorities – such as judicial or administrative authorities - whenever Users are suspected to be in violation of any laws, regulations, third-party rights and/or these Terms, including, but not limited to, by engaging in any of the following activities:**

## Conduct restrictions

- pretending to fulfill any possible condition or requirements for accessing hotel.whispergo.com and/or using the Services, such as for instance being adult according to law or qualifying as a Consumer;
- concealing their identity or stealing someone else's identity or pretend to be or represent a third-party, if not allowed to do so by such third-party;
- manipulating identifiers to disguise or otherwise conceal the origin of their messages or of the content posted;
- defaming, abusing, harassing, using threatening practices, threatening or violating the legal rights of others in any other way;
- promoting activity that may endanger the User's life or the life of any other User or lead to physical harm. This includes but is not limited to suicide threats or instigations, intentional physical trauma, the use of illegal drugs, or excessive

drinking. Under no circumstance is any User allowed to post any content promoting and/or encouraging and/or showing any self-destructive or violent behavior on hotel.whispergo.com;

- probing, scanning or testing the vulnerability of hotel.whispergo.com, including the services or any network connected to the website, nor breaching the security or authentication measures on hotel.whispergo.com, including the services or any network connected to hotel.whispergo.com;
- installing, embedding, uploading or otherwise incorporating any malware into or via hotel.whispergo.com;
- using hotel.whispergo.com or the technical infrastructure in an abusive, excessive or otherwise inappropriate way (for example: for spamming purposes);
- attempting to disrupt or tamper with the technical infrastructure in a manner that harms or places an undue burden on hotel.whispergo.com or the Service;

### **Excessive use of the Service**

- using a resource of hotel.whispergo.com excessively in relation to other Users of hotel.whispergo.com – in such cases, the Owner, at its sole discretion, additionally reserves the right to suspend the User's account or limit the related activity until the User reduces the excessive consumption;

### **Scraping**

- adopting any automated process to extract, harvest or scrape information, data and/or content from hotel.whispergo.com and all the digital properties thereto related unless where explicitly allowed to do so by the Owner;

### **Content restrictions**

- disseminating or publishing content that is unlawful, obscene, illegitimate, libelous or inappropriate;
- publishing any content that promotes, either directly or indirectly, hate, racism, discrimination, pornography, violence;
- disseminating or publishing any content that is false or may create unjustified alarm;
- using hotel.whispergo.com to publish, disseminate or otherwise provide content protected by intellectual property laws, including but not limited to patent, trademark or copyright law, unlawfully and without the legitimate right-holder's consent;
- using hotel.whispergo.com to publish, disseminate or otherwise make available any other content which infringes on any third-party rights, including but not limited to state, military, trade or professional secrets and personal data;
- publishing any content or carrying out any activity that disrupts, interrupts, harms, or otherwise violates the integrity of hotel.whispergo.com or another User's experience or devices. Such activities include: spamming, distributing unauthorized advertisements, phishing, defrauding others, spreading malware or viruses etc.;

### **User protection**

- misappropriating any account in use by another User;
- harvesting or collecting any personally identifying information of other Users including but not limited to their email addresses or contact information, by circumventing the privacy setting of other Users' accounts on hotel.whispergo.com or by any other means;
- using any information relating to other Users, including personal or contact data, for purposes other than those hotel.whispergo.com is intended for;

### **Commercial use restrictions**

- registering or using hotel.whispergo.com in order to promote, sell or advertise products or services of any kind in any way;
- indicating or trying to imply in any manner, that a User stands in a qualified relationship with hotel.whispergo.com or that hotel.whispergo.com has endorsed the User, the User's products or services or any third party's products and services for any purpose;

### **API usage terms**

Users may access their data relating to hotel.whispergo.com via the Application Program Interface (API). Any use of the API, including use of the API through a third-party product/service that accesses hotel.whispergo.com, is bound by these Terms and, in addition, by the following specific terms:

- the User expressly understands and agrees that the Owner bears no responsibility and shall not be held liable for any damages or losses resulting from the User's use of the API or their use of any third-party products/services that access data through the API.

## **TERMS AND CONDITIONS OF SALE**

### **Paid Products**

Some of the Products provided on hotel.whispergo.com, as part of the Service, are provided on the basis of payment.

The fees, duration and conditions applicable to the purchase of such Products are described below and in the dedicated sections of hotel.whispergo.com.

## Product description

Prices, descriptions or availability of Products are outlined in the respective sections of hotel.whispergo.com and are subject to change without notice.

While Products on hotel.whispergo.com are presented with the greatest accuracy technically possible, representation on hotel.whispergo.com through any means (including, as the case may be, graphic material, images, colors, sounds) is for reference only and implies no warranty as to the characteristics of the purchased Product.

The characteristics of the chosen Product will be outlined during the purchasing process.

## Purchasing process

Any steps needed from Product choice to order submission, form part of the purchasing process.

The purchasing process includes these steps:

- Users must indicate the desired Product by selecting it, including, where possible, quantity and specific characteristics, to make it appear in the purchase selection.
- Users may review their purchase selection, modify, remove or add items.
- Users will be required to specify their billing address, contact details and a payment method of their choice.
- If the purchase results in a product being shipped, Users may need to indicate a shipping address.
- During the purchasing process, Users may, at any time, modify, correct or change the information provided, or altogether abort the purchasing process with no consequence.
- After providing all required information, Users must carefully review the order and, subsequently, may proceed to checkout.
- By clicking on the checkout button, Users open the [Stripe](#) checkout view wherein they will be required to specify their contact details and a payment method of their choice.
- Users, who have not already done so, may ask Stripe to store their payment information for future purchases on hotel.whispergo.com or sites that use Stripe as a payment gateway. The User may read the privacy policy of Stripe and hotel.whispergo.com to learn more about the data processing and User rights regarding their data.
- Within the Stripe checkout view, Users will be given the possibility to choose the express checkout. The express checkout allows Users to finalize the purchase directly, making use of payment and contact information stored by common online payment processing services (such as “ApplePay”, “Google Pay”, “Microsoft Pay”).

To submit the order, Users must accept these Terms and use the respective button or mechanism on hotel.whispergo.com, hereby committing to pay the agreed-upon price.

## Order submission

When the User submits an order, the following applies:

- The submission of an order determines contract conclusion and therefore creates for the User the obligation to pay the price, taxes and possible further fees and expenses, as specified on the order page.
- In case the purchased Product requires an action from the User, such as the provision of personal information or data, specifications or special wishes, the order submission creates an obligation for the User to cooperate accordingly.
- Upon submission of the order, Users will receive a receipt confirming that the order has been received.

All notifications related to the described purchasing process shall be sent to the email address provided by the User for such purposes.

## Prices

Users are informed during the purchasing process and before order submission, about any fees, taxes and costs (including, if any, delivery costs) that they will be charged.

Prices on hotel.whispergo.com are displayed:

- including all applicable fees, taxes and costs.

## Methods of payment

Information related to accepted payment methods is made available during the purchasing process.

Some payment methods may only be available subject to additional conditions or fees. In such cases related information can be found in the dedicated section of [hotel.whispergo.com](http://hotel.whispergo.com).

All payments are independently processed through third-party services. Therefore, [hotel.whispergo.com](http://hotel.whispergo.com) does not collect any payment information – such as credit card details – but only receives a notification once the payment has been successfully completed. The User may read the privacy policy of [hotel.whispergo.com](http://hotel.whispergo.com) to learn more about the data processing and Users' rights regarding their data.

If a payment through the available methods fails or is refused by the payment service provider, the Owner shall be under no obligation to fulfill the purchase order. If a payment fails or is refused, the Owner reserves the right to claim any related expenses or damages from the User.

## Retention of usage rights

Users do not acquire any rights to use the purchased Product until the total purchase price is received by the Owner.

## Delivery

### Performance of services

The purchased service shall be performed or made available within the timeframe specified on [hotel.whispergo.com](http://hotel.whispergo.com) or as communicated before the order submission.

### Provision of personal data

To access or receive some of the Products provided via [hotel.whispergo.com](http://hotel.whispergo.com) as part of the Service, Users may be required to provide their personal data as indicated on [hotel.whispergo.com](http://hotel.whispergo.com).

## User rights

### Right of withdrawal

Unless exceptions apply, the User may be eligible to withdraw from the contract within the period specified below (generally 14 days), for any reason and without justification. Users can learn more about the withdrawal conditions within this section.

#### The right of withdrawal does not apply on [hotel.whispergo.com](http://hotel.whispergo.com)

Users acknowledge and accept that the right of withdrawal does not apply to contracts concluded over [hotel.whispergo.com](http://hotel.whispergo.com) due to the nature of its offering.

## Guarantees

### Legal guarantee of conformity for Digital Products under EU law

Under EU law, for a minimum period of 2 years from delivery or, in case of Digital Products supplied continuously for more than 2 years for the entire supply period, traders guarantee conformity of the Digital Products they provide to Consumers.

Where Users qualify as European Consumers, the legal guarantee of conformity applies to the Digital Products available on [hotel.whispergo.com](http://hotel.whispergo.com) in accordance with the laws of the country of their habitual residence.

National laws of such country may grant Users broader rights.

## After-sales assistance

Users who have purchased products on [hotel.whispergo.com](http://hotel.whispergo.com) may take advantage of the after-sales assistance services related to their purchase at no cost for the entire guarantee period by contacting the Owner at the contact details provided in this document.

## Liability and indemnification

Unless otherwise explicitly stated or agreed with Users, the Owner's liability for damages in connection with the execution of the Agreement shall be excluded, limited and/or reduced to the maximum extent permitted by applicable law.

## **Indemnification**

The User agrees to indemnify and hold the Owner and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners and employees harmless from and against any claim or demand — including but not limited to lawyer's fees and costs — made by any third party due to or in relation with any culpable violation of these Terms, third-party rights or statutory provisions connected to the use of the Service by the User or its affiliates, officers, directors, agents, co-branders, partners and employees to the extent allowed by applicable law.

The above also applies to any claims exercised by third parties (including but not limited to the Owner's clients or customers) against the Owner related to Digital Products provided by the User such as, for instance, conformity claims.

## **Limitation of liability for User activities on hotel.whispergo.com**

Users acknowledge and accept that the Owner merely provides Users with the technical infrastructure and features incorporated in hotel.whispergo.com.

The Owner does not intermediate, moderate, promote or intervene in interactions, agreements or transactions between Users and therefore bears no liability for any such interactions among Users, including the performance of any Users' obligations.

## **Limitation of liability**

Unless otherwise explicitly stated and without prejudice to applicable law, Users shall have no right to claim damages against the Owner (or any natural or legal person acting on its behalf).

This does not apply to damages to life, health or physical integrity, damages resulting from the breach of material contractual obligations such as any obligation strictly necessary to achieve the purpose of the contract, and/or damages resulting from intent or gross negligence, as long as hotel.whispergo.com has been appropriately and correctly used by the User.

Unless damages have been caused by way of intent or gross negligence, or they affect life, health or physical integrity, the Owner shall only be liable to the extent of typical and foreseeable damages at the moment the contract was entered into.

## **Australian Users**

### **Limitation of liability**

Nothing in these Terms excludes, restricts or modifies any guarantee, condition, warranty, right or remedy which the User may have under the Competition and Consumer Act 2010 (Cth) or any similar state and territory legislation and which cannot be excluded, restricted or modified (non-excludable right). To the fullest extent permitted by law, our liability to the User, including liability for a breach of a non-excludable right and liability which is not otherwise excluded under these Terms, is limited, at the Owner's sole discretion, to the re-performance of the services or the payment of the cost of having the services supplied again.

## **US Users**

### **Disclaimer of Warranties**

**Hotel.whispergo.com is provided strictly on an “as is” and “as available” basis. Use of the Service is at Users’ own risk. To the maximum extent permitted by applicable law, the Owner expressly disclaims all conditions, representations, and warranties — whether express, implied, statutory or otherwise, including, but not limited to, any implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third-party rights. No advice or information, whether oral or written, obtained by the User from the Owner or through the Service will create any warranty not expressly stated herein.**

**Without limiting the foregoing, the Owner, its subsidiaries, affiliates, licensors, officers, directors, agents, co-branders, partners, suppliers and employees do not warrant that the content is accurate, reliable or correct; that the Service will meet Users’ requirements; that the Service will be available at any particular time or location, uninterrupted or secure; that any defects or errors will be corrected; or that the Service is free of viruses or other harmful components. Any content downloaded or otherwise obtained through the use of the Service is downloaded at Users’ own risk and Users shall be solely responsible for any damage to Users’ computer system or mobile device or loss of data that results from such download or Users’ use of the Service.**

**The Owner does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the Service or any hyperlinked website or service, and the Owner shall not be a party to or in any way monitor any transaction between Users and third-party providers of products or services.**

**The Service may become inaccessible or it may not function properly with Users' web browser, mobile device, and/or operating system. The owner cannot be held liable for any perceived or actual damages arising from Service content, operation, or use of this Service.**

**Federal law, some states, and other jurisdictions, do not allow the exclusion and limitations of certain implied warranties. The above exclusions may not apply to Users. This Agreement gives Users specific legal rights, and Users may also have other rights which vary from state to state. The disclaimers and exclusions under this agreement shall not apply to the extent prohibited by applicable law.**

### **Limitations of liability**

**To the maximum extent permitted by applicable law, in no event shall the Owner, and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners, suppliers and employees be liable for:**

- any indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation damages for loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to the use of, or inability to use, the Service; and
- any damage, loss or injury resulting from hacking, tampering or other unauthorized access or use of the Service or User account or the information contained therein;
- any errors, mistakes, or inaccuracies of content;
- personal injury or property damage, of any nature whatsoever, resulting from User access to or use of the Service;
- any unauthorized access to or use of the Owner's secure servers and/or any and all personal information stored therein;
- any interruption or cessation of transmission to or from the Service;
- any bugs, viruses, trojan horses, or the like that may be transmitted to or through the Service;
- any errors or omissions in any content or for any loss or damage incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available through the Service; and/or
- the defamatory, offensive, or illegal conduct of any User or third party.

**In no event shall the Owner, and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners, suppliers and employees be liable for any claims, proceedings, liabilities, obligations, damages, losses or costs in an amount exceeding the amount paid by User to the Owner hereunder in the preceding 12 months, or the period of duration of this agreement between the Owner and User, whichever is shorter.**

**This limitation of liability section shall apply to the fullest extent permitted by law in the applicable jurisdiction whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if the User has been advised of the possibility of such damage.**

**Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, therefore the above limitations or exclusions may not apply to the User. The terms give User specific legal rights, and User may also have other rights which vary from jurisdiction to jurisdiction. The disclaimers, exclusions, and limitations of liability under the terms shall not apply to the extent prohibited by applicable law.**

### **Indemnification**

**The User agrees to defend, indemnify and hold the Owner and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners, suppliers and employees harmless from and against any and all claims or demands, damages, obligations, losses, liabilities, costs or debt, and expenses, including, but not limited to, legal fees and expenses, arising from**

- User's use of and access to the Service, including any data or content transmitted or received by User;
- User's violation of these terms, including, but not limited to, User's breach of any of the representations and warranties set forth in these terms;
- User's violation of any third-party rights, including, but not limited to, any right of privacy or intellectual property rights;
- User's violation of any statutory law, rule, or regulation;
- any content that is submitted from User's account, including third party access with User's unique username, password or other security measure, if applicable, including, but not limited to, misleading, false, or inaccurate information;
- User's wilful misconduct; or
- statutory provision by User or its affiliates, officers, directors, agents, co-branders, partners, suppliers and employees to the extent allowed by applicable law.

## **Common provisions**

### **No Waiver**

The Owner's failure to assert any right or provision under these Terms shall not constitute a waiver of any such right or provision. No waiver shall be considered a further or continuing waiver of such term or any other term.

## **Service interruption**

To ensure the best possible service level, the Owner reserves the right to interrupt the Service for maintenance, system updates or any other changes, informing the Users appropriately.

Within the limits of law, the Owner may also decide to suspend or discontinue the Service altogether. If the Service is discontinued, the Owner will cooperate with Users to enable them to withdraw personal data or information and will respect Users' rights relating to continued product use and/or compensation, as provided for by applicable law.

Additionally, the Service might not be available due to reasons outside the Owner's reasonable control, such as "force majeure" events (infrastructural breakdowns or blackouts etc.).

The Owner undertakes to inform the User with at least 1 days' notice in advance, whenever possible.

## **Service reselling**

Users may not reproduce, duplicate, copy, sell, resell or exploit any portion of hotel.whispergo.com and of its Service without the Owner's express prior written permission, granted either directly or through a legitimate reselling programme.

## **Privacy policy**

To learn more about the use of their personal data, Users may refer to the privacy policy of hotel.whispergo.com.

## **Intellectual property rights**

Without prejudice to any more specific provision of these Terms, any intellectual property rights, such as copyrights, trademark rights, patent rights and design rights related to hotel.whispergo.com are the exclusive property of the Owner or its licensors and are subject to the protection granted by applicable laws or international treaties relating to intellectual property.

All trademarks — nominal or figurative — and all other marks, trade names, service marks, word marks, illustrations, images, or logos appearing in connection with hotel.whispergo.com are, and remain, the exclusive property of the Owner or its licensors and are subject to the protection granted by applicable laws or international treaties related to intellectual property.

## **Changes to these Terms**

The Owner reserves the right to amend or otherwise modify these Terms at any time. In such cases, the Owner will appropriately inform the User of these changes.

Such changes will only affect the relationship with the User from the date communicated to Users onwards.

**The continued use of the Service will signify the User's acceptance of the revised Terms.** If Users do not wish to be bound by the changes, they must stop using the Service and may terminate the Agreement.

The applicable previous version will govern the relationship prior to the User's acceptance. The User can obtain any previous version from the Owner.

If legally required, the Owner will notify Users in advance of when the modified Terms will take effect.

## **Assignment of contract**

The Owner reserves the right to transfer, assign, dispose of by novation, or subcontract any or all rights or obligations under these Terms, taking the User's legitimate interests into account. Provisions regarding changes of these Terms will apply accordingly.

Users may not assign or transfer their rights or obligations under these Terms in any way, without the written permission of the Owner.

## **Contacts**

All communications relating to the use of hotel.whispergo.com must be sent using the contact information stated in this document.

## **Severability**

Should any provision of these Terms be deemed or become invalid or unenforceable under applicable law, the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions, which shall remain in full force and effect.

## **US Users**

Any such invalid or unenforceable provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent. These Terms constitute the entire Agreement between Users and the Owner with respect to the subject matter hereof, and supersede all other communications, including but not limited to all prior agreements, between the parties with respect to such subject matter. These Terms will be enforced to the fullest extent permitted by law.

## **EU Users**

Should any provision of these Terms be or be deemed void, invalid or unenforceable, the parties shall do their best to find, in an amicable way, an agreement on valid and enforceable provisions thereby substituting the void, invalid or unenforceable parts. In case of failure to do so, the void, invalid or unenforceable provisions shall be replaced by the applicable statutory provisions, if so permitted or stated under the applicable law.

Without prejudice to the above, the nullity, invalidity or impossibility to enforce a particular provision of these Terms shall not nullify the entire Agreement, unless the severed provisions are essential to the Agreement, or of such importance that the parties would not have entered into the contract if they had known that the provision would not be valid, or in cases where the remaining provisions would translate into an unacceptable hardship on any of the parties.

## **Governing law**

These Terms are governed by the law of the place where the Owner is based, as disclosed in the relevant section of this document, without regard to conflict of laws principles.

### **Prevalence of national law**

However, regardless of the above, if the law of the country that the User is located in provides for higher applicable consumer protection standards, such higher standards shall prevail.

## **Venue of jurisdiction**

The exclusive competence to decide on any controversy resulting from or connected to these Terms lies with the courts of the place where the Owner is based, as displayed in the relevant section of this document.

### **Exception for Consumers in Europe**

The above does not apply to any Users that qualify as European Consumers, nor to Consumers based in the United Kingdom, Switzerland, Norway or Iceland.

### **Exception for Consumers in Brazil**

The above does not apply to Users in Brazil that qualify as Consumers.

## **US Users**

### **Surviving provisions**

This Agreement shall continue in effect until it is terminated by either hotel.whispergo.com or the User. Upon termination, the provisions contained in these Terms that by their context are intended to survive termination or expiration will survive, including but not limited to the following:

- the User's grant of licenses under these Terms shall survive indefinitely;
- the User's indemnification obligations shall survive for a period of five years from the date of termination;
- the disclaimer of warranties and representations, and the stipulations under the section containing indemnity and limitation of liability provisions, shall survive indefinitely.

## **Definitions and legal references**

### **Hotel.whispergo.com (or this Application)**

The property that enables the provision of the Service.

## **Agreement**

Any legally binding or contractual relationship between the Owner and the User, governed by these Terms.

## **Brazilian (or Brazil)**

Applies where a User, regardless of nationality, is in Brazil.

## **Digital Product**

Is a Product that consists of:

- content produced and supplied in digital form; and/or
- a service that allows for the creation, processing, storing or accessing data in a digital form or the sharing or any other form of interaction with digital data uploaded or created by the User or any other user of hotel.whispergo.com.

## **European (or Europe)**

Applies where a User, regardless of nationality, is in the EU.

## **Owner (or We)**

Indicates the natural person(s) or legal entity that provides hotel.whispergo.com and/or the Service to Users.

## **Product**

A good or service available through hotel.whispergo.com, such as e.g. physical goods, digital files, software, booking services etc., and any other types of products separately defined herein, such as Digital Products.

## **Service**

The service provided by hotel.whispergo.com as described in these Terms and on hotel.whispergo.com.

## **Terms**

All provisions applicable to the use of hotel.whispergo.com and/or the Service as described in this document, including any other related documents or agreements, and as updated from time to time.

## **User (or You)**

Indicates any natural person or legal entity using hotel.whispergo.com.

## **Consumer**

Consumer is any User qualifying as such under applicable law.

Latest update: March 10, 2025