

Terms of Service

I. Applicability of the Terms of Service

These Terms of Service (“Terms”) are a binding legal agreement between you and FindGuide that govern your right to use the sites, apps, and other offerings from FindGuide. When used in these Terms, “FindGuide,” “we,” “us,” or “our” refers to FindGuide.

II. Terms and Definitions

In the present Terms of Service, these terms are used and defined as follows:

Guides: Users who publish and offer services on the FindGuide platform.

Tourists: Users who search for, create orders and contact Guides to discuss it on the FindGuide platform.

III. General Terms

FindGuide offers an online venue that enables users to publish, offer, search for, and book services.

Guides publish their profiles through the Web version of FindGuide. Tourists create orders for tours. Guides look at orders and respond (or not respond) to the ones they are interested in. You must create an account to access FindGuide and must keep your account information accurate.

FindGuide is not a service provider, does not sell tourist and sightseeing tours, does not offer any activities or events for tourists. FindGuide is an intermediary between a Guide and a Tourist and helps them find each other. No payments between Guides and Tourists are made through the app or the Web version of FindGuide.

IV. Terms of Use (For Guides)

Guides register through the Web version of FindGuide. They must fill out a form for verification inside the profile, confirming their identity with documents.

There is also an option for Guides to confirm their education and experience. When doing so, Guides attend an interview with our guide specialist and are given the status “*Pro*”. If Guides can not confirm their education and experience, but after an interview with a specialist is allowed to work with Tourists, we assign such Guides the status “*Local*”.

We recommend Guides carefully and thoughtfully fill in the form including photos and videos — as Tourists choose Guides based on these data.

Your identity and education documents are not shown to Tourists. Your contact information (email, phone) is also not shown to Tourists until you provide it to them yourself. After completing registration, Guides get access to the Orders and Feedback sections of the profile:

- In the **Orders** section, Guides see all orders created by Tourists available for response.
- In the **Feedback** section, Guides see orders to which they responded and orders in which they were chosen as tourist guides.

Guides can decline any order before they confirm that they agree to take the order and discuss the details of the tour with Tourists.

When communicating with Tourists, Guides are recommended to clarify any additional information immediately. We recommend that before responding to the order, clarify contact details to always be in contact with Tourists. In advance, agree on the place and time of the arrival. Discuss the number of people attending the tour, additional desires for it, and a program. Make sure to agree on the price. Payment for the tour is made directly with Guides *BEFORE* or *AFTER* the tour, according to the agreement.

FindGuide is not included in any monetary relations between Tourists and Guides and is not responsible for disputes arising on this background.

V. Terms of Use (For Tourists)

Tourists can use FindGuide by downloading the FindGuide app. Official apps are available on iOS and Android.

After registration in the app, Tourists create orders searching for Guides in the selected city. When creating an order, it is important to specify the country, city where a Guide is needed, tour language, and dates. During the order creation, Tourists can

also specify the sightseeings they want to see. Moreover, they can point out additional services available to Travelers from Guides (“show me a place for lunch” or “children-friendly tour”).

After an order is created, it is published and is accessible for Guides’ feedback. Also, Tourists can choose Guides they like and get in contact with them. To choose a Guide, Tourists can read his/her profile information, see photos and video presentations. We select only the best Guides for our service!

All further details a Tourist discusses with a Guide directly in the app’s personal chat or in an external messenger. We strongly recommend you discuss all the details of a tour. Talk about places to visit, the time, amount of people to attend the tour, and the price in advance. It is also important to discuss the place, date, and time of the meeting. Exchange contacts.

FindGuide does not regulate, control and is not responsible for agreements between Guides and Travelers after a dialogue in the FindGuide app.

VI. Order Cancellation

At any time, both Guides and Tourists can cancel the order for reasons beyond our and anyone’s control. This is the responsibility of a Guide/Tourist and all additional information must be clarified with the other party directly. For our part, FindGuide collects feedback on cancellations of each order. With a large number of cancellations, we can stop cooperating with this Guide or restrict Tourist's access to the app.

When arranging a tour, Tourists and Guides are responsible for ensuring that both parties involved meet the requirements of age, skill, and fitness as well as other requirements. Tourists must inform a Guide about medical and physical conditions or other circumstances that may affect their ability to participate in a tour, visit various places and attractions.

VII. Responsibilities and Risk Taking

- **Responsibilities.** You are responsible for your own actions and omissions, as well as the actions and omissions of people who will be with you on the tour. *For example*, this means that: you must act in good faith, treat other people with respect and comply with applicable laws. If you book a Guide service for minors or they accompany you, you must have the legal authority to act on their behalf and bear sole responsibility for them. Children under 18 years of age are not allowed on guided tours without parents.

- **Risk-taking.** You acknowledge that many activities are risky, and in all cases prescribed by law, take full risk in connection with your access to or use of the FindGuide platform and content, including participation in tours, sightseeing, the use of additional services provided by Guides and other interaction with Tourists both online and in person. This means that you have to determine for yourself whether the conditions of Guides/Travelers are suitable for you. So, Guides/Travelers services may assume risks of illness, injury, physical injury, or death, and by using the Guides/Travelers services, you voluntarily and knowingly accept these risks.
- **Independence of Guides/Tourists.** In relation to FindGuide, Guides/Tourists act as independent people or an organization. In this case, you are not an employee, an agent, a member of a joint venture, or a FindGuide partner. FindGuide does not influence or control your Guide/Tourist service. You acknowledge that you offer Guide services on your own initiative and determine their time, place, price, and conditions.

VIII. Terms

- **Google Terms**

Some sections of the FindGuide platform use cartographic services of Google Maps and Google Earth, including Google Maps API. The use of Google Maps and Google Earth services is regulated by [Google Maps/Google Earth Additional Terms of Service](#).

- **Apple Terms**

By downloading our app from the App Store or accessing it, you agree to the terms of the [Licensed Application End User License Agreement](#) of Apple.

IX. Content on FindGuide Platform

Content available on the FindGuide platform (“Content”) can be protected by copyright, trademark, and/or other laws of the United Arab Emirates and other countries. You acknowledge that all intellectual property rights in respect of this Content are held solely by FindGuide and/or its licensors, and undertake not to remove, modify or conceal any copyright information, trademarks, service marks, and other property rights. You cannot copy, adapt, modify, distribute, sell, make a cession, publicly demonstrate, publicly perform, broadcast, or otherwise use the FindGuide

platform and the Content available thereon. You also cannot create derivative works and license it, except in ways expressly provided for in these Terms or where you are the lawful owner of the content.

Subject to following these Terms, FindGuide provides you with a limited and non-exclusive license with a possibility of revocation without the right to transfer and sublicensing to (i) download and use the app on personal devices; (ii) access the Content provided on or through the FindGuide platform for personal and non-commercial use only.

X. User Accounts

To use the features of the mobile app or the Web profile for Guides on the FindGuide platform, you must create an account. Only people over the age of 18 can register on the platform. You declare and guarantee that you are not a person or entity that is prohibited from using the FindGuide platform under the United Arab Emirates, your residence, or any other relevant jurisdiction law.

You must provide accurate, up-to-date, and complete information during registration, as well as maintain up-to-date account information. You cannot register multiple accounts and transfer your account to another person. You are responsible for the privacy and safety of your account information and may not disclose it to third parties.

You are responsible for actions on your account and must notify FindGuide immediately if you have reason to believe that your credentials have been lost/stolen or in the event of unauthorized use of your account. We have the right, but not the obligation, to take the following measures, within the applicable law in force: (i) ask you to provide identity documents or other information; (ii) conduct verification to confirm your identity; (iii) request from official sources information on convictions or crimes of a sexual nature or similar information as provided for in the relevant jurisdiction.

XI. Disclaimer of Warranties

We provide the FindGuide platform and all content in the original form and disclaim all warranties, express or implied. In particular: (i) we do not confirm or guarantee the existence, actions, characteristics, safety, quality, legality, and compliance of Guides/Tourists and their services, as well as third parties, with the established

requirements; (ii) we do not guarantee the performance and continuous operation of the FindGuide platform; (iii) we do not guarantee that confirmation, verification of identity or information about experience and education will help prevent violations in the future.

Any indication that a Guide is verified (or similar wording) means only that a Guide has undergone an appropriate verification or verification process. The waiver of these Terms shall apply to the maximum extent permitted by law. If you have legal rights or guarantees for which we have no right to refuse, such rights and guarantees will be limited to the maximum extent permitted by law.

XII. Limitation of Liability

Neither FindGuide (including affiliates and staff) nor any other person involved in the provision of the FindGuide platform or the Content shall be liable for incidental losses, losses determined by special circumstances of the case, as well as punitive or incidental damages, including loss of profits, loss of data or damage to business reputation, interruption of service, computer damage or system failures, costs of replacement of products or services, for personal injury, injury or moral damage arising out of (i) these Terms; (ii) use or inability to use the FindGuide platform or the Content; (iii) communication, exchange of information or meetings with people with whom you interact within or as a result of the FindGuide use; (iv) order creation, including the provision or use of Guide services, regardless of whether your requirements are due to regulations, offense (including negligence), product liability or other grounds, and whether or not, FindGuide has been informed of the possibility of such damages, even if it turns out that the use of the limited remedies specified in these Terms does not allow achieving their main purpose.