Lovetovisit.com

Affiliate agreement

23 April 2025

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The Social Commerce Platform Limited General Terms for Partners

Version 1.0

1. **Introduction**
    a. This Supplier Agreement (the "Agreement") is between you ("the Affiliate", "you", "your") and the Social Commerce Platform Limited (trading as "Lovetovisit.com") ("SCPL", "us", "our", "we").

    b. We can be contacted either in writing at our registered office address outlined below, or via email on enquiry@lovetovisit.com or by telephone on 020 8050 5682.

2. **About Us**
    a. **Who we are.** We are The Social Commerce Platform, a private company with limited liability, organised under the laws of England and Wales incorporated and with its registered address in Wales at PO Box 5TH FLOOR, Bizspace, Trafalgar House, Fitzalan Place, Cardiff, Wales, CF24 0ED, trading under the name "Lovetovisit.com" ("Love to visit", "we","our", "us"). We are registered with Companies House, Cardiff under number 13386956. Our VAT number is 387 0710 83. You can reach us via our Contact page.

    b. **What we do: Lovetovisit.com.** We operate and are responsible for the platform which includes the www.lovetovisit.com website, sub-websites, related websites, and iOS, Android and other applications (the "Love to visit Platform"). The Love to visit Platform is an online marketplace via which suppliers can promote and offer their activities and 'things to do' (the "Supplier"). We help visitors of the Love to visit Platform discover and embrace experiences by facilitating exposure to the products and services of such Suppliers.

    c. **How we do it: Love to Visit as intermediary.** We facilitate an agreement via the Love to visit Platform between you, the customer, and the Supplier (the "Agreement") on behalf of the Supplier. Our contractual relationship with you (and the relationship between you and our sub-agents) is therefore limited to the correct referral of your confirmation of the order intended for the Supplier with whom you would like to enter into the Agreement (the "Order") and the transfer of data we receive via our sub-agents and other business partners. The Social Commerce Platform is not an organiser or retailer of travel packages under Directive (EU) 2015/2302.

    d. **The Partner.** The Partner owns, controls, hosts and/or operates one or more internet domains, websites, or other channels that allow customers access to the Experience (the "Partner Services").

    e. **The co-operation.** As the Partner wishes to become part of the Love to Visit Platform and Love to Visit wishes to grant access to the Partner on the Love to Visit Platform, the Parties agree on the terms and conditions of this cooperation in this Agreement (as defined below). This version of the terms and conditions and any additional agreements between the Partner and Love to Visit form the agreement (the "Agreement") and govern the relationship between Love to Visit and the Partner (jointly: the "Parties").

3. **Relationship of the Parties**
    a. Partner as Affiliate. The Parties agree that the Partner will attract and allow customers direct or indirect access to the Attraction, Event or Experience via the Love to Visit Platform through the Partner Services, all in compliance with the conditions laid down in this Agreement. The Partner acts as an intermediary of Love to Visit in the facilitation of a transaction between a customer and a Supplier via the Love to Visit Platform and receives a Success Fee from Love to Visit for the Partner Services. The Partner acts as an affiliate of Love to Visit, redirecting traffic to the Love to Visit Platform (an "Affiliate"). The Agreement does not make the Partner an employee, legal representative, dealer, general agent, joint venture partner or a partner of Love to Visit for any other purpose than as Affiliate.

    b. Individual responsibilities. The Partner and Love to Visit individually operate and are individually responsible for all aspects of their respective sales channels.

4. **Registration on the Love to Visit Platform**

a. Registration by the Partner. By filling out and submitting Love to Visit' affiliate onboarding documentation or otherwise accepting these terms and conditions (the "Registration") the Partner agrees with the rights and obligations contained in these terms and conditions. The Partner represents and warrants that the Registration is done in a correct, accurate and truthful manner and that the person registering the Partner at the Love to Visit Platform is duly authorized and empowered to do so on behalf of the Partner.

5. **Our commitment to you**
   a. Access to the Love to Visit Channels. Love to Visit will facilitate the Partner with various sales channels (each a "Channel", collectively, the "Channels"), by which Love to Visit allows the purchase of Tickets by the customer.

   b. Maintenance of Love to Visit Platform and Channels. The Love to Visit Platform and Channels may be subject to maintenance or operational changes, of which the content and timing are at Love to Visit' sole discretion. Love to Visit commits to act reasonably and take the Partner's legitimate business interests into account at all times, which includes timely advance notice of any material scheduled maintenance. Love to Visit may provide the Partner with technical support relating to the general functioning and implementation of the Channels (if applicable).

   c. Product information and general availability of Tickets. The Love to Visit Platform is a curated environment where Love to Visit implements information provided and restrictions imposed by the Supplier in relation to the attraction, event of experience. This information is included to enable the customer to make a well-informed decision before placing an Order. Due to general availability of Tickets, business to business restrictions imposed by Suppliers or for any other reason out of Love to Visit' control, Love to Visit may need to restrict or apply changes to the Partner's access to particular Tickets.

   d. Pricing of Tickets. The Partner acknowledges that the prices for the admission tickets offered on the Love to Visit platform (including value added tax) may vary based on both time of booking and booked visit date and time slot. As these variations in price are out of Love to Visit' direct control, a prior notification of such changes will not be provided. Love to Visit commits to always specify the applicable price (including value added tax) for a particular visit date and time slot before the Order is placed.

   e. Fulfilment of Tickets. Upon the fulfilment of an Order of a customer via the Love to Visit Platform, the customer will receive an automatically generated document with a barcode, QR code and/or other reference number confirming the booking, which will allow the customer access to the Experience.

   f. Customer support. Although the Supplier is ultimately responsible for customer questions, complaints, refunds and support relating to the Experience, Love to Visit may offer such services to customers on behalf of the Supplier, in co-ordination with the Supplier, and with Love to Visit and the Supplier at all times taking the customer's legitimate interests into account. For more information, please visit the Love to Visit partner website (partner.lovetovisit.com).

   g. Supplier's products. Love to Visit does not assume any responsibility or liability for the products or services offered by the Supplier related to the Experience under the Agreement.

   h. Access to Partner Portals. Love to Visit will provide the Partner with credentials allowing the Partner access to the Love to Visit partner website. The Love to Visit Affiliate partner site allows the Partners to create affiliate links and widgets, manage its site brands and provides access to the Partners' monthly sales and performance reports and invoices.

6. **Our expectations of you**
   a. Good customer experience. The Partner agrees to use reasonable endeavours to achieve the overall accurate, up-to-date and error-free functioning of its websites or other sales channels.

   b. The Partner agrees to observe rules, regulations and market best practices that promote a fair and transparent customer experience. The following examples, among others, are considered improper conduct by the Partner:
      i. Providing false, incomplete, or inaccurate information about any of the attraction, event or experience's features;
      ii. engaging in any practice that Love to Visit deems harmful to the customer experience or against market best practice. The Partner will take Love to Visit' suggestions to remedy any violations of such rules, regulations or market best practices into consideration.
      iii. Non-interference with Love to Visit's business. The Partner agrees to not interfere in any way with Love to Visit' business in general and with the products and services offered on the Love to Visit Platform and the relationship between Love to Visit and its Suppliers in particular.

   c. Position as intermediary. Suppliers may impose commercial restrictions on Love to Visit's services in facilitating an agreement between the customer and the Supplier via the Love to Visit Platform. As intermediaries, Love to Visit and, by extension, the Partner are required to respect these restrictions at all times.

   d. Pricing and fulfilment. The Partner agrees to offer Tickets for price levels offered on the Love to Visit platform or as otherwise stipulated by Love to Visit and agrees to make separate and clear reference to any applicable booking or service fee, which require prior approval by Love to Visit due to potential restrictions imposed by Suppliers.

   e. No authority. Love to Visit does not grant the Partner any authority to make changes to Love to Visit' terms and conditions of sale, grant any warranties in excess of those extended by Love to Visit or limit its liabilities or remedies less than Love to Visit limits its liabilities and remedies, sign quotations, incur obligations (expressed or implied), or in general enter into contracts on behalf of Love to Visit or bind Love to Visit in any transaction with governmental agencies or third parties.

   f. Security of the Love to Visit Partner website. The Partner agrees to safeguard the information included in and take all steps reasonably required to prevent unauthorised access to the Partner website. The Partner will notify Love to Visit in case of any

improper use of or an actual or potential security breach relating to the Partner Portal immediately and at the latest within two business days after such actual or potential security breach was identified.

g. The Partner will hold Love to Visit harmless against any claims from customers, local authorities or other third parties against any damages resulting from a violation of this section 6

7. **Joint responsibilities**
    1. Notification of violations of this Agreement. Each Party agrees to immediately notify the other Party and, upon the other Party's request, promptly implement and adhere to terms and conditions set out in the Agreement as soon as such Party is aware of any actual or potential violation of the terms and conditions in the Agreement.

    2. Compliance with laws and regulations. Both Parties ensure that their general conduct in relation to this Agreement complies with all applicable laws and regulations, including but not limited to Data Protection Legislation (as defined below) and consumer-, competition-, anti-bribery, and labour and employment laws and regulatory standards. This obligation also extends to ensuring that a Party's own websites do not contravene common decency or contain unlawful, illegal, fraudulent or harmful contents, statements, banners or other types of improper information. Each Party may reasonably require evidence of such compliance and the other Party will cooperate with any such reasonable requests.

    3. Good name and reputation. The Parties undertake to refrain from negative or otherwise harmful representations about the other Party's products, operations, suppliers, partners or other elements or parties related to the other Party's business.

    4. Good faith. Each Party undertakes to do all things reasonably within its power which are necessary or desirable to give effect to the spirit and intent of this Agreement.

    5. Failure to comply with this Agreement. In the event that a Party does not adhere to its obligations pursuant to this Agreement, the other Party may postpone its obligations under this Agreement with immediate effect (including but not limited to the suspending of payment) unless such postponement of obligations would be unreasonably burdensome to the Party in relation to the non-adherence event.

    6. Representations and warranties. The Partner and Love to Visit individually represent and warrant to the other Party that they each have the right, power and ability to validly enter into and perform under the Agreement.

8. **Success Fee and payment**
    a. The Success Fee. The Partner is compensated for the Partner Services by means of a service fee earned per successfully fulfilled Order (the "Success Fee").

    b. Order allocation. Love to Visit uses the last cookie counts ("LCC") attribution principle to allocate transactions generated on the Love to Visit website through the Partner's website.

    c. Success Fee and Taxes. The agreed Success Fee is a net fee. The Partner understands and accepts that (if applicable) any value added tax, withholding tax, sales tax and/or other (tourist) statutory taxes ("Taxes") are for the risk and the account of the Partner.

    d. Love to Visit adds the Success Fee to the Partner's account for Orders paid and successfully fulfilled on the Love to Visit Platform (in the case of date specific tickets, the Fee is added to the account on the date that the ticket is valid for). At the beginning of each month we will send a self-billing invoice to your email. The invoice will show all the Orders for which the visit date occurred in the selected month. The payment will be processed within 30 days after the invoice was sent (if the minimum Success Fee to trigger a payment has been reached). For payments of less than £5, Love to Visit may postpone payment until the Success Fee exceeds a total of £5.

    e. Preparation of invoices by Love to Visit. The Partner appoints Love to Visit to prepare and issue the invoices on the Partner's behalf with respect to the Success Fee. In this regard: Love to Visit agrees to: i. Issue self-billed invoices for the Success Fee due to the Partner under this Agreement; ii. Complete self-billed invoices showing the Partner's name, address and VAT registration number (if any), with all the details which constitute a full VAT invoice; iii. Make a new self-billing invoice in the event that the Partner's VAT registration number changes

    f. The Partner agrees to:
        i. Bear the full responsibility for the correctness of the invoice and the VAT treatment, reverse charge mechanism and other VAT obligations included on the invoice correct form:
        ii. Immediately notify Love to Visit in case the invoice (expressly including the VAT information included on the invoice) is or has become incorrect;
        iii. Accept invoices raised by Love to Visit on its behalf
        iv. Not raise sales invoices in respect of the Success Fee (or any other supplies made by the Partner to Love to Visit under this Agreement); and
        v. Immediately notify Love to Visit if the Partner sells its business or a part of its business.

    g. Transfer of funds. Success Fee payments by Love to Visit are made by Stripe transfer into the bank account specified by the Partner in £GB or another currency as agreed by the Parties. Love to Visit will bear the costs of undertaking this transfer

    h. Chargebacks. In the case of cancelled or fraudulent Orders, or chargebacks by customers, Love to Visit reserves the right to deduct the Success Fee value of such unsuccessful transactions from the Partner's future Success Fee payments by means of settlement.

9. **Term and termination**

a. Term and termination. This Agreement is entered into on the date the Partner accepts these terms and conditions (the "Effective Date") and is in effect for an indefinite period of time. The Agreement may be terminated by each Party without cause by providing the other Party with 30 days written notice.

b. Termination if the other Party becomes financially unsustainable. To the extent permitted under applicable law, a Party may terminate this Agreement upon thirty (30) calendar days written notice to the other Party on or after the occurrence of any of the following events:
   i. the appointment of a trustee, receiver or custodian for all or substantially all of the property of the other Party, or for any lesser portion of such property, if the result materially and adversely affects the ability of the other Party to fulfill its obligations hereunder, which appointment is not dismissed within sixty (60) days;
   ii. the determination by a court or tribunal of competent jurisdiction that the other Party is insolvent such that a Party's liabilities exceed the fair market value of its assets;
   iii. the filing of a petition for relief in bankruptcy by the other Party on its own behalf, or the filing of any such petition against the other Party if the proceeding is not dismissed or withdrawn within sixty (60) days thereafter;
   iv. an assignment by the other Party for the benefit of creditors; or (e) the dissolution or liquidation of the other Party.

c. Restriction of access to the Love to Visit Platform. Love to Visit may, at its sole discretion, restrict the Partner's access to and use of the Love to Visit Platform if the Partner does not comply with the Agreement or otherwise acts against the legitimate interests of Love to Visit's customers, partners or suppliers and (if capable of remedy) such material breach is not remedied by the Partner within 14 calendar days. At all times, Love to Visit will take the legitimate interests of the Partner into account before imposing such a restriction.

d. Survival after termination. Upon termination or expiry of this Agreement or if this Agreement is not renewed for whatever reason, the Agreement is absolutely and entirely terminated and will cease to have effect, without prejudice to a Party's rights and remedies in respect of an indemnification or a breach by the other Party of the Agreement and the payments of any owed Success Fees or Remainders. Furthermore, the Parties agree that the following clauses continue for an indefinite period of time and survive the Agreement including any termination thereof: clauses 6.b (non-interference), 6.i (domain name and no copying of website), 7.d (good name), 10 (IP), 12 (confidential information), 11 (personal data protection), 13.a (limitation of liability), 14.b (partial invalidity), 15 (governing law and jurisdiction), and any other clauses that explicitly include a survival of such clause after termination of the agreement.

10. **Intellectual property**

a. License to Partner to display Content. The Partner may receive content, including but not limited to text, images and videos from Love to Visit (the "Content"). In accordance with the terms and conditions laid down in the Agreement, Love to Visit grants the Partner a worldwide, non-exclusive and free of charge license to display Content on the Partner's own channels and in online advertisement only if Content:
   i. is linked directly by the Partner to Love to Visit' products and services; and
   ii. is used in line with all instructions and limitations included in the Love to Visit documentation, including but not limited to include credits to the owner of the Content. Love to Visit warrants that licensed Content used by the Partner in accordance with this clause does not infringe any third party's intellectual property rights.

b. Ownership of Content. All intellectual property rights connected to Content remain the exclusive property of Love to Visit and/or the respective Supplier or other owner, who explicitly reserve their rights as owner or licensee of intellectual property, now and in the future, against the Partner and against any third party.

c. Violation of this clause 11. The use by the Partner of Content in violation of this Clause, including the use of Content licensed by Love to Visit from third parties, comes at the sole risk and account of the Partner and the Partner indemnifies Love to Visit against any claims by third parties.

d. No authorisation to share IP rights. The Partner is not authorized to distribute Content or Channels, or sub-license the rights granted to the Partner in paragraph 10.a to a third party or otherwise use or exploit Content for any other purposes than those directly related to the Partner Services except as expressly provided for in the Agreement or with explicit written permission from Love to Visit.

e. Partner grants license to Love to Visit. The Partner grants Love to Visit a worldwide and free of charge license to incorporate, integrate, include and display Tickets and the Love to Visit brand on the Partner's websites.

11. **Confidential information**

a. Definition. The Parties acknowledge that under this agreement each Party may have access or be directly or indirectly exposed to confidential information of the other party, including but not limited to financial information, proprietary information, competitively sensitive and otherwise commercially sensitive information, as well as trade secrets, know-how, source code, design documents, present and future technology, product development plans, price lists, marketing and any other information, irrespective whether the information is disclosed orally, in writing, electronically (data) or in any other form that either a disclosing party designates as being private or confidential or of which a receiving party should reasonably know that it should be treated as private and confidential ("Confidential Information"). Confidential Information includes the contents of the Agreement or the collaboration between the Parties (to the extent such is not apparent from public sources).

b. Ownership. The Parties agree that the ownership of Confidential Information remains with the Party that disclosed Confidential Information and that all Confidential Information and copies thereof must be immediately returned or destroyed upon written request of the Party that disclosed the Confidential Information.

c. Protection. The Parties agree to keep Confidential Information in the strictest confidence, to use it only for the purposes stipulated in this Agreement and to safeguard the Confidential Information with the same degree of care as it is used by either

Party to protect its own confidential information, but in no event less than reasonable care. This obligation extends to the Parties, their employees, officers, representatives and any third parties contracted or otherwise engaged by either Party.

12. **Personal data protection**
    a. Definitions. For the purposes of this clause, "Data Protection Legislation" means the applicable data protection laws and regulations, expressly including when applicable the General Data Protection Regulation (“GDPR”) and any other applicable privacy laws in place during the term of this Agreement. "Personal Data", “Data Subject”, “process” or “processing” have the meaning set out in the Data Protection Legislation.

    b. Independent controllers. The Partner and Love to Visit are each an independent controller of all Personal Data in their possession, and will each individually determine the purposes and means of its processing of Personal Data and commit to protect Personal Data from unauthorized processing, use, release or publication.

    c. Notification of Love to Visit in case of security breach. The Partner agrees to notify Love to Visit immediately and in any case within one calendar day after the Partner has become aware of an actual or potential security breach linked to the Partner's websites, domain names, servers, any other data storage, or a Partner Portal. The Partner indemnifies Love to Visit against any damages, direct or indirect, linked to such actual or potential security breach.

    d. Bookings on Love to Visit Platform. Orders placed by customers on the Love to Visit Platform via the Partner Service constitute a customer relationship with Love to Visit, with Love to Visit having access to its customers for booking fulfilment, customer support and marketing communications.

    e. International transfers of Personal Data. The Parties do not contemplate the transfer of Personal Data from Love to Visit to the Partner. In the event such a transfer is required, Love to Visit will provide Personal Data to the Partner only if and to the extent requested by the Partner in writing. The Parties will implement appropriate safeguards in compliance with Data Protection Legislation for each transfer of Personal Data and warrant to the other Party that it has a lawful basis for any Personal Data from Data Subjects provided to the other Party. In case the Partner requires customer names or other types of personal information and the Partner is based outside the EU or EEA without a European Success Fee adequacy decision in place, by accepting these terms and conditions the Parties explicitly agree on the Standard Contractual Clauses (as published by the European Success Fee) required to safeguard the protection of this personal data, which are incorporated in the Agreement by reference.

13. **Other terms and conditions**
    a. Limitation of liability. Each Party will only be liable to the other Party for direct loss or damage resulting from attributable failure to comply with the Agreement. Neither Party can be held liable by the other Party for indirect or consequential damages or for damages that result from an event beyond the reasonable control of the Party. Love to Visit cannot be held accountable for any damages, direct or indirect, caused by the Partner not adhering to or implementing Love to Visit’ reasonable instructions. In any event, the damages payable by any Party to the other Party under this clause are limited to the Success Fee over the three calendar months preceding the damage-incurring event. Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default, or from any loss or damage arising out of any breach by a Party of its obligations in respect of confidentiality, data protection or intellectual property.

    b. Force Majeure Event. If either Party to this Agreement is prevented from performing any of its duties and obligations in a timely manner for any reason beyond its reasonable control (a “Force Majeure Event”), this Party will be excused from performance of any such duty or obligation for the period during which such condition exists. Either Party is obligated to notify the other Party of such a Force Majeure Event as soon as reasonably possible.

    c. Transfer of Agreement. Neither of the Parties is entitled to transfer or assign its rights and/or obligations under this Agreement to third parties unless prior express written consent from the other Party is acquired, with as exception that Love to Visit is authorized to transfer the Agreement and the terms and conditions included therein at any time to a third party that gains decisive control over Love to Visit’ business operations which the Agreement is subject to.

14. **This Agreement**
    a. Whole and prevailing Agreement. This Agreement, including any schedules and any other special terms or variations thereof, include all relevant terms and conditions between the Parties, represent the overall subject matter as agreed between the Parties and replaces all prior agreements, arrangements, offers or other forms of commitment capable of carrying any legal force between the Parties. The Partners’ terms and conditions are not applicable unless explicitly accepted by Love to Visit, with the Agreement prevailing in case of any inconsistency.

    b. Partial invalidity or non-binding clauses. In case any part of the Agreement is or becomes invalid or non-binding, the Parties agree that all other parts of the Agreement remain valid. If any provision of the Agreement is found to be invalid or non-binding or if the Agreement does not address a legal requirement, the Parties agree that the Agreement will be amended such that it is in accordance with applicable law, with due observance of the intended meaning and consequences of the Agreement.

    c. Amendments of these terms and conditions. Love to Visit reserves the right to amend these terms and conditions at any time. The Partner will be notified of such changes and will be offered a period of at least 15 calendar days after receipt of the notification and may unilaterally terminate this Agreement with immediate effect if the Partner does not agree with changes that could reasonably be considered to have a material impact on the Partner. The amended terms and conditions enter into effect after this period has lapsed and the Agreement has not been terminated by the Partner.

    d. Notices. Any notices in relation to this Agreement should be sent to affiliates@lovetovisit.com

15. **Law**
    a. This Agreement is governed by the laws of England and Wales.

b. Any disputes that may arise in connection with this Agreement or any agreement that might result therefrom and that cannot be solved amicably, shall be resolved exclusively by the competent courts situated in England or Wales.