

Terms & Conditions
HEREINAFTER "T&C"

1. TERMS

Under these General Terms and conditions, the terms have following meaning:

"Provider": Digital Nomad Accommodation d.o.o. is a legal entity founded under Croatian law in Ulica grada Vukovara 284, 10000 Zagreb, VAT ID: 44534653196, which provide the software for distributing of the services in tourist industry

"User": The User is a physical person or a legal entity that uses the software provided by the Provider for selling services in tourist industry

"Authorised person": The person that has legal authority to represent another physical person or a legal entity based on a relevant law or agreement between them

The Provider and the User from here on after can be referred to as a "Party" or jointly as "Parties"

"Third Party": A physical person or a legal entity that is in any way involved between the Parties and have direct or indirect impact on the legal relationship arising from these T&C

"Product": The software governed by these Terms and Conditions is a software, services, web services and websites that comprise a web-based property management system and an online platform through which User may create listings for accommodations offered for rent by User or its affiliates, and through which prospective renters may gather information about such accommodations and their availability and enter into rental or other business transactions with the User, and to process payments through the system

"Licence": Licence is a legal instrument governing the use of Product

"Pricelist": The Provider document with the official prices of all services charged to the User, which is published on the official Provider websites and is occasionally amended by the Provider

"Effective Date": The date of last modifications of these T&C

Singular "Form" or plural "Forms": The forms represent all documentation provided by the Provider on its official websites which are deemed necessary for the usage of Product by the User

"T&C": General Terms and Conditions represent the total of governing conditions under which the User has the right to use the Product and are legally binding to the Parties upon acceptance by the User on official Provider websites

"Confidential Information": means any information, technical data, or know-how, including, but not limited to, that which relates to research, product plans, products, services, customers, markets, software, developments, inventions, processes, designs, drawings, engineering, hardware configuration information, marketing or finances of the disclosing party, which Confidential Information is designed in writing to be confidential or proprietary, or if given orally, is confirmed promptly in writing as having been disclosed as confidential or proprietary. Confidential Information does not include information, technical data or know-how which: (i) is in the possession of the

receiving party at the time of disclosure as shown by the receiving party's files and records immediately prior to the time of disclosure; (ii) prior to or after the time of disclosure becomes part of the public knowledge or literature other than as a result of any improper inaction or action of the receiving party hereunder; (iii) is approved by the disclosing party, in writing, for release.

"User Data": means Personal Data that Provider processes on Users behalf for the purpose of Product usage, including Personal Data relating to customers of User, property owners with properties managed by User, and vendors with which User has a formalized business relationship

"Data Controller": means the physical or legal entity which determines the purposes and means of the processing of Personal Data

"Data Processor": means a physical or legal entity which processes Personal Data on behalf of the Data Controller

"Reverse engineering": includes all processes of extracting knowledge or design information from the Product and reproducing it or reproducing anything based on the extracted information.

"Provider App" means the web based control panel used to manage the Product

"Personal Data" means data which relates to a living individual who can be identified (a) from those data, or (b) from those data and other information which are in the possession of, or is likely to come into the possession of, the Data Controller

"Property Data" means full descriptive information for each rental unit that User wishes to include in the Product, including but not limited to the property name, description, location, amenities, calendar, rates, photos and other appropriate information

"Property Information" means Property Data and Booking Data

"Property Sharing" means the ability for one User to market and make reservations of another User Units. Property Sharing requires agreement of both Users, but the availability of suitable properties is not guaranteed by Provider

"Unit" is a rental unit onboarded the Product by User

"PCI": The Payment Card Industry Data Security Standard (PCI DSS) is a proprietary information security standard for legal entities that handle credit cards and are mandated by the major card brands including Visa, MasterCard, American Express, Discover, and JCB and is administered by the Payment Card Industry Security Standards Council

"Transaction Fee": Transaction Fee is a fee charged by the bank or payment gateway legal entity that has legal and commercial authority to do so and is processed toward the User

2. CONDITIONS

These T&C constitute a legally valid binding agreement between the Parties from the moment of acceptance by the User on the official Provider websites to the moment where the User stops to use the Product, with exceptions of some provisions defined under relevant articles of these T&C.

Physical person or a legal entity becomes a User by marking the acceptance of the T&C on the official Provider websites. The acceptance of these T&C is to be done by the physical person or an authorised person of the physical person or legal entity. If the acceptance is done by the physical person, the Provider reserves the right to demand an official state issued document that proves that the person who fulfilled the official Provider documentation is the same person that is to be a User of the Product and if the acceptance is done by an authorised person of the physical person or legal entity, the Provider reserves the right to demand an official state issued document that proves that the person who fulfilled the official Provider documentation is authorised to legally represented and bind the User to these T&C.

By accepting these T&C, the User accepts to be charged for all product prices, fees and transactions noted in the [Pricelist of the Product](#) which can be amended by the Provider without any special permission by the User. If the Pricelist is amended, it becomes effective on the day of the publication on the official Provider websites. The User accepts to be charged by the Provider at any time for any Third Party transaction fees without any further permission by the User.

The User is solely responsible to provide with the truthful information about himself, services he offers, credit / debit card information and other information demanded by the Provider and / or authorised governing body.

Provider is not (i) a real estate broker, agent, insurer, or booking agent; (ii) a party to any rental or other agreement between User (or its customer) and a guest who rents a Unit or engages in any other transaction with User (or its customer); and (iii) does not have any authority to accept or reject a rental application or other offer to contract with User or its customer, such authority rests solely with the User or its customer.

1.1. LICENCE

Provider hereby grants to the User a non-exclusive, non-transferable, limited licence to the use of the Product and related user documentation on the terms and conditions set forth herein.

The User is authorised to use the Product following these T&C, the guidelines in oral and in written set by the Provider and the applicable laws.

The User is licensed to use the Product only for his own and the Product is only to be used in accordance with the applicable documentation and for the functions and the purpose for which it is designed for.

1.2. SUBSCRIPTION

Modules that are not set as payable in the [official pricelist](#), are free to use by the User.

The Product is licensed to be used on a subscription basis pursuant to the subscription terms set forth in official [Pricelist of the Provider](#) which is incorporated herein.

All changes of the [pricelist](#) must be published on official Provider webpage and the User must be notified of the changes via email.

The Product is licensed to be used on a basis pursuant to the terms set forth in these T&C and the official [Pricelist of the Provider](#) which is incorporated herein.

The User accepts and fully understands that the Provider (in accordance with his own will) may amend the [Pricelist](#) without any prior written or oral consent by the User.

1.3. SOFTWARE UPDATES AND MODIFICATIONS

The Provider may in his own discretion update and modify the Product without any prior written or oral consent by the User.

All updates and modifications of the Product shall be published on official Provider websites. Each update and / or modification will be deemed to be part of the Product and shall be governed by these T&C.

1.4. OWNERSHIP

Ownership, defined by the applicable laws, over the Product and all material that including but not limited to common designs, layouts, audio, visual and text content, program (source) code, websites created by the Provider, scripts, database structures, proprietary strategies and processes, and other intellectual property, which the Provider uses in the present business relationship as well as outside this business relationship, banners, logo's, patents, databases, audio and visual material, ideas for developing new technologies, the current technology used by the Provider, as well as the technology that in the future will result from the technology which is owned by the Provider and / or its partners or by the Provider and / or its partners take other proprietary rights, remains the exclusive property of the Provider and / or its business partners.

All copyright or patent ownership over all technology that is and is to be created within or outside of the legal relationship set forth under these T&C belongs solely to the Provider and / or its business partners.

The User commits not to impugn any copyright or any other ownership rights of the Product.

The exception are the photographs, videos and text of the properties and other tourist services uploaded by the User.

1.5. NO REVERSE ENGINEERING

The User is not permitted to (a) modify, adapt, alter, translate, or create derivative works from the Product; (b) sublicense, lease, rent, loan, or otherwise permit a third party to use the Product; (c) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Product; (d) otherwise use the Product except as expressly allowed in these T&C.

1.6. ADDITIONAL RESTRICTIONS

Unless expressly and specifically permitted to do so under these T&C, and then only in the exact manner specified, the User may not (a) permit third parties to use the Product; (b) remove or alter any trademark, service mark, logo, copyright, or other proprietary notices in or on the Product; (c) place on any portion of the Product materials that are illegal, obscene, dangerous or libellous, or that violate, infringe or misappropriate any copyright, trademark, patent, trade secret, or other statutory or common law intellectual property right.

The Provider reserves the right, but does not assume the obligation, to remove from any portion of the Product any content or materials that violate the provisions of these T&C; (a) access the Product if the User is a direct competitor of Provider, except with Providers express written consent; or (b) access the Product for purposes of monitoring its availability, performance, or functionality, or any other benchmarking or competitive purpose.

The User agrees not to use the Product, or any information obtained through the Product, for any unlawful or unauthorized purpose.

The User agrees that Provider has no obligation to retain any content, data or material after the expiration or termination of any legal relationship between Parties and that such content, data or material may be irretrievably deleted after such expiration or termination.

The User agrees not to register domain names that are derivatives of or deceptively similar to the Product or its trademarks or that have the purpose or effect of criticizing, ridiculing, disparaging, or defaming the Provider, and its products, services, policies, directors, officers, shareholders, or employees.

1.7. USER LOGO AND UPLOADED AUDIO AND VIDEO DATA

The User agrees that the Provider can, royalty free, without any additional written or oral consent, place a logo and / or text link on his official websites and emails included in the Product, including on publicly accessible pages on the User website.

The User agrees that the Provider may, royalty free, reference its relationship with the User for marketing purposes.

User agrees that Provider can access all data stored on or transmitted through the Product to conduct research, operate, and improve the Product and provide anonymous reporting for internal use and external clients and business associates.

The User agrees that the Provider can, royalty free, without any additional written or oral consent, send the uploaded audio, video and other data into the Product, to third parties for the purpose of selling services in tourism via the Product.

1.8. PAYMENT

For the purpose of account verification and subscription payment, the User is obligated to provide a valid bank account and his credit / debit card details to the Provider.

The Provider holds the User fully accountable for all information provided by the User and / or persons he authorises to manage and process the information.

All transaction fees, regardless of the payment way, are on the User expense.

In cases where the Provider must proceed with the payment to the User in accordance with [Pricelist](#), the payments shall be done in accordance with relevant laws and the Pricelist, whilst the Provider reserves the right to hold on the monies for breach of these T&C, the public security reasons or in cases demanded by local or international laws or agreement between the User and sales channels. User agrees that the Provider can charge his credit / debit card can be charged at any time for the purpose of using the Product according to the official [Pricelist](#) or if the User causes any damages to the Provider by using any of the Provider services at any time without any additional consent.

1.9. TAX

Provider shall collect from the User all applicable taxes for the usage of the Product and processed payments under applicable laws.

In cases where, under applicable laws, is not required from the Provider to collect the applicable tax, the User is solely responsible to collect and pay all applicable taxes.

1.10. CUSTOMER CONTENT

User will use the Product as its primary tourism management software.

User agrees to provide Provider with complete and accurate information regarding rental property units and other tourist services managed through the Product, including information regarding guest charges and payments made via the Product, as well as any other descriptive information related to such services, in a mutually agreeable electronic data transmission format or through manual data entry performed by User through the Product.

By using the Product, the User gives his consent to the Provider to send his personal data, e.g. name and surname, address, electronic mail address, mobile phone, telephone, personal identification number, VAT ID, bank account and other personal information relevant to the sale of his products via Product to the sales channels on which the User requested connection and to his clients.

User represents and warrants that all information shall be true, complete and accurate and that User has the authority to provide the information to Provider.

The Provider has the right to store and / or transfer without any limitation and further notification all information provided by the User, royalty free, through the Product in connection with, the User agree to indemnify and hold Provider and its employees harmless from all claims or causes of action that may arise with respect to named information.

The User is solely responsible to obtain all necessary consents and clearances required to lawfully make use of all intellectual property rights for data uploaded into the Product, along with respect to chosen domain name.

The User agree that all information submitted to, stored or distributed by him in connection with the Product (a) shall not be false, inaccurate, fraudulent or misleading; (b) shall not infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (c) shall not violate any law, statute, ordinance or regulation; (d) shall not be defamatory, trade libellous, unlawfully threatening or unlawfully harassing; (e) shall not contain sexually explicit, obscene, or pornographic content; (f) shall not contain speech or images that are offensive, profane,

hateful, threatening, harmful, defamatory, libellous, harassing, or discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability, or otherwise); (g) shall not contain graphic violence; (h) shall not express statements or positions regarding politically sensitive or controversial issues (e.g., euthanasia, abortion, capital punishment), or contain other political content (e.g., lobbyists, PAC sites, political campaigns); (i) shall not contain any viruses, trojan horses, worms, time bombs, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any Product, data or personal information; and (j) shall not create liability for Provider or cause it to lose (in whole or in part) customers or the services of service providers or other suppliers.

Provider reserves the right to monitor and limit or deny access to automated processes (bots) that harvest copyrighted online content without explicit permission from Provider, regardless of whether such content is owned by User, Provider, or third parties.

User must create his own terms of service, payment, and cancellation policy in respect of the services he provides in accordance with applicable laws.

User must, on his own, agree upon commercial and other terms with sales channels with which the Product is connected for the purpose of selling his services.

1.11. USE OF PRODUCT

User hereby agree: not to use the Product for “spamming,” as determined by Provider in its reasonable discretion; to keep secure any identification, password and other confidential information relating to all Product usage and shall notify Provider immediately of any known or suspected unauthorized use of the Product or breach of security, including loss, theft or unauthorized disclosure of passwords or other security information; not to use the Product for any unlawful purpose; not to engage in any other conduct that restricts or inhibits any other person from using or enjoying the Product, or which, in the judgment of Provider, exposes Provider, or any of its customers or suppliers to any liability or detriment of any type; be responsible for obtaining and maintaining all telephone, computer hardware and other equipment needed for access to and use of the Product, and shall be responsible for all charges related thereto.

If the User uses the module of the Product which allows him to send emails, the User must comply with applicable laws and contain an opt-out link and full address information.

If the User missuses the email module e.g. spam, the Provider is entitled to prohibit the use of the module and to demand a full refund of all costs and damages occurred.

While using the Product, the User must comply with all local laws.

Certain advertising information may be displayed through the Product at Provider’s sole discretion, which fact shall not entitle User for any advertising fees or revenues unless otherwise explicitly agreed to in writing by Provider.

User business dealings with, or participation in promotions of, advertisers found on or through the Product, including payment and delivery of related goods through the Product, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between User and such advertiser.

Provider shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Product.

The Product may include links to other Internet sites or resources and may provide functionality and information that facilitates User ability to engage or contract with third party service providers, including without limitation online sales channels connected with the Product.

If the User ask to be connected to third party systems for the purpose of selling his services, he authorises the Provider to transmit to such provider's information about him and his properties that is stored in the Product as requested by such third-party providers.

The User agree that Provider is not responsible for the availability of such external sites or resources and is not responsible or liable for any content, advertising, products, services, or other materials made available by such third parties or through such sites or resources, or if such third party's services have been "certified" as being compatible with the Product.

User further agree that Provider shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, advertising, products or services made available by such third parties or through any such site or third-party resource.

By using the Product, User consent to receive information from Provider in electronic format without any limitations.

1.11.1 SPECIAL PROGRAMS WITH SALES CHANNELS

Some sales channels request of their suppliers (property owners and managers) minimum units to be sent through a channel manager.

For suppliers who do not meet minimum requirements for number of units for this type of connection, some sales channels developed programs within which a channel manager creates a single profile for a bulk management.

Within this program sales channel signed an agreement with the Provider for properties to be shared with the sales channel.

Within this program the Provider is only a software link between the property owners or managers and sales channels and their respective customers.

Provider will notify the User if he is eligible to enter to such program.

During the participation, the User is solely responsible for any and all bookings and all applicable obligations under an agreement between a sales channel and the Provider and all applicable laws. The User is solely responsible to carry out all bookings made to the guests and sales channels.

The Provider is only responsible to notify the User for all bookings and guest data under the terms of this T&C within software limitations and carry out his obligations for DNASTay Pay service.

If the User wishes to participate in this program, he must comply with all DNASTay Pay service requirements and applicable laws.

1.12. PAYMENT PROCESSING

For all payments that are to be processed via the Product, the Provider shall at all time maintain PCI compliance.

Provider shall in its own discretion chose online payment provider or process the payments within the Product in accordance with highest PCI standard.

All documentation regarding payment processing is to be considered as a Confidential Information and is not to be shared with non-authorized persons.

In all cases of payment processing through the Product, the card holder and User are fully responsible for all damages that may occur to the Provider in case (i) violation of international or local laws; (ii) violation of the PCI compliance regulations; (iii) fail to provide with additional information if asked for by the Provider; (iv) provide false, inaccurate or misleading information; (v) refuse to cooperate in a legal proceeding or audit that is required by the government authority or PCI bodies; (vi) provides the credit or debit card without prior written consent by the card holder.

1.13. SUPPORT

Provider agree to provide necessary support for the Product to be used with industry standard. Provider shall provide support at working hours between 8:00 AM and 4:00 PM Zagreb time on working days, excluding bank, national and catholic religion holidays.

The support shall be provided mainly via email or the appropriate software console through the Product.

For the purpose of quality control, the Provider is authorized without any additional written or oral consent record and monitor all telephone and all other electronic conversations between the Provider support team and User.

14. SECURITY INFORMATION

User must use best efforts to keep safe all sensitive security information for the purpose of Product usage e.g. email used, account name, password, etc.

User must keep such information strictly confidential and to notify the Provider immediately if he discovers loss or misuse the that information.

User is solely responsible for the use of his access information to third parties and to Provider for all damages occurred.

15. PRIVACY POLICY

Provider privacy policy is incorporated within these T&C and may be amended by the sole discretion of the Provider.

Privacy policy can be found on official Provider website.

16. DISCLAIMERS

The Product and all information provided by Provider relating to the Product are provided to the User on an "as is" basis, without warranty of any kind, express or implied, including, without limitation, as to the merchantability, fitness for a particular use or purpose, or any other warranty, condition, guaranty, or representation, whether oral or in writing, and the User accept the Product, as generally provided or as customized for his own use, at his own risk.

Product may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications.

Provider is not responsible for any delays, delivery failures, or other damage resulting from such problems.

1.17. LIMITATION OF LIABILITY

In no event shall Provider or any of its affiliated or related parties be liable for any indirect, incidental, punitive, exemplary, incidental, special or consequential damages, or for any loss of data, revenue, profits, use or other economic advantage arising out of, or in any way connected with the Provider services, the Product, this agreement or the parties' activities hereunder, whether based on warranty, contract, tort, negligence, or any other legal or equitable theory, and even if Provider is advised of the possibility of such damages.

In the event liability is assessed against Provider or any of its affiliated or related parties, the aggregate liability of such parties shall not exceed the amounts actually paid by the User in the one (1) month period immediately preceding the event giving rise to such claim.

Any claims arising relating to the use of the Product must be brought within two (2) months of the date that the event giving rise to such action occurred.

18. RELATIONSHIP

Nothing in these T&C is intended to or shall operate to create a partnership or joint venture of any kind between the Parties, or to authorize any Party to act as agent for the other, and no Party shall have authority to act in the name or on behalf of, or otherwise to bind other Party in any way (including but not limited to the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

19. CONFIDENTIALITY

Parties agree not to use any Confidential Information disclosed to it by the other Party for its own use or for any purpose other than to carry out obligations within these T&C.

Neither Party will disclose any Confidential Information of the other Party to third parties or to employees of the party receiving Confidential Information, other than its employees under appropriate burden of confidentiality and who are required to have the information in order to carry out the obligations within relationship set forth in these T&C.

Each Party agrees that it will take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the other Party in order to prevent it from falling into

the public domain or the possession of persons other than those persons authorized under this agreement to have any such information.

Such measures shall include the highest degree of care that the receiving party utilizes to protect its own Confidential Information of a similar nature.

Each Party agrees to notify the other in writing of any misuse or misappropriation of Confidential Information of the disclosing party which may come to the receiving party's attention.

Neither party will, without the prior written consent of the other party, disclose to any other person the fact that Confidential Information of the other party has been disclosed under this agreement, that discussions or negotiations are taking place between the parties, or any of the terms, conditions, status, or other facts with respect thereto, except as required by law and then only with prior notice as soon as possible to the other party.

1.20. DATA PRIVACY

User may disclose Client Data to Provider as part of Users use of the Product.

User is the Data Controller of Client Data, and Provider will process Client Data on Users behalf as Users Data Processor.

Accordingly, Provider will process Client Data only in accordance with Users lawful instructions and will implement and maintain appropriate technical and organizational security measures to protect Client Data from and against accidental or unlawful destruction and against accidental loss, alteration, unauthorized disclosure, or access, and against all other unlawful forms of processing.

If User location is in the European Union, then Provider will always provide an adequate level of protection for any Client Data that Provider processes outside the European Economic Area in compliance with General Data Protection Regulation (GDPR).

Provider shall always follow the guidelines for the Data Privacy set by relevant laws.

1.21. INDEMNIFICATION

User hereby agree to indemnify and hold Provider and its Affiliates and related parties harmless from and against any damages, losses, liabilities, judgments, costs, or expenses (including reasonable attorneys' fees and costs) arising out of any claim made by a third party relating to his use of the Product or any breach or violation of these T&C or other applicable conditions in relation with the use of the Product.

1.22. ASSIGNMENT

The right to use the Product is limited only to User, who may not in any way or case transfer by assignment, sublicense, or any other method the service or the right to access or use the Product to any other person or entity.

Any attempt by User to transfer his rights or obligations under these T&C or any applicable agreements with the Provider without obtaining the prior written consent of Provider shall be invalid.

User agree that Provider may assign its rights and/or delegate its obligations under these T&C or any applicable agreements to any third party, including its Affiliate, in Provider's sole discretion and without notice.

1.23. REPRESENTATION

User hereby represent to Provider that he is at least 18 years old and is authorized to agree to and enter into these T&C, and any other agreement with the Provider.

In case that the User is a legal entity, the authorised person of the User has the only right to enter into a binding legal relationship with the Provider, which fact the authorised person must prove with official documentation.

Furthermore, User also represent that he is entering into these T&C and any other agreement on his own behalf, arbitrarily, and is not relying on any representation, guarantee or statement other than as expressly set forth herein.

Provider makes no representation that the Product or any materials on his official websites are appropriate or available for use in other locations, and accessing them from territories where their contents are illegal is prohibited.

At any time upon request by Provider, User agree to sign a non-electronic version of these T&C and any other agreements or statements reasonably necessary for Provider to provide and account for the Product.

1.24. GOVERNING LAW

The legal relationship regulated with these T&C is governed solely by the laws of Croatia and is binding to the Parties worldwide.

The Parties agree and hereby submit to the exclusive personal jurisdiction of and venue of Commercial Court in Pazin, for claims with respect to these T&C and other agreements and agree that any legal proceedings shall be conducted in Croatian.

These T&C shall not be governed by the United Nations Convention on Contracts for the Sale of Goods.

User agree not to engage in any class action claim against Provider without prior arbitration process.

1.25. FORCE MAJEURE

Neither Party will be deemed in breach of these T&C to the extent that performance of its obligations is delayed or prevented by reasons of force majeure, such as riots, acts of terrorism, fire, flood, earthquake, acts of government and the like, provided that such party gives the other party written notice thereof promptly and uses its best efforts to continue to perform its obligations.

1.26. SEVERABILITY

If any provision of these T&C is held by a court of competent jurisdiction to be invalid, void or unenforceable for any reason, the remaining provisions not so declared shall continue in full force and effect, but shall be construed in a manner so as to effectuate the intent of this Agreement as a whole, notwithstanding such stricken provision or provisions.

1.27. TERM & TERMINATION

These T&C along with modifications made by the Provider apply the entire time of Product usage by the User.

The User can terminate the legal agreement between the Parties by stop using the Product at any time, but the provisions regarding Confidential Information, protection of private information about the User, along with other provisions which by their legal nature must stay permanent and payments, if the User made charge through the Product and provisions which concern payable services used by the User, all remain in place.

1.28. SURVIVAL

Terms, fees and tax, payments, ownership, Security information, warranties indemnification, data privacy, confidentiality, disclaimers, as well as any other terms which by their nature should survive, will survive the termination of the agreement regulated by these T&C.

1.29. MODIFICATIONS TO T&C

Provider reserves the right to modify these T&C in his own discretion without prior notice, at any time and from time to time.

Any such modification is effective upon the posting of same by Provider on its official website. Provider also may notify the User of any modifications by email or other correspondence to User designated contact address.

The most current version of these T&C supersedes all previous versions.

1.30. ENTIRE AGREEMENT

These T&C, along with all applicable online order forms and [Pricelist](#), comprise the entire agreement between the Parties and supersede all prior and current negotiations, discussions, or agreements, whether in written or oral form between the Parties regarding the subject matter herein.

Provider is authorised in his own discretion to make modifications to these T&C, [Pricelist](#) and all forms without prior consent of the User.

These T&C are originally made in English language, and all translations must mirror the original language.

In a case that translations depart from the original, the English version prevail.
Effective date of made modifications is the date of posting on the official Provider website.

Last update on August 1st 2021
Digital Nomad Association d.o.o.
Ulica grada Vukovara 284
10 000 Zagreb
Johannes Paulus De Jong, CEO