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TERMS AND CONDITIONS

Please read these Terms and Conditions carefully before performing any transaction on our platform. The Services are intended for Users who are at least 18 years of age. All Users who are minors in the jurisdiction where they reside (generally under the age of 18) must have permission and be directly supervised by their parent or guardian to use the Services. If you are a minor, you must have your parent or guardian read and accept these Legal Terms before using the Services.

We recommend that you print a copy of these Legal Terms for your records.

If you have any questions regarding these Legal Terms, please contact TripTips at info@triptips.it before taking any action. If you are a consumer, please note that you have certain special rights when purchasing a voucher using our platform.

You may refer to Legislative Decree No. 206 of 6 September 2005 for all applicable rights.

Your rights are in no way superseded by these General Terms and Conditions, which apply in addition to your legal rights and do not replace them.

By creating an account on Triptips, you confirm that you accept these General Terms and Conditions.

1. General Information

TripTips is operated by Antonio Rombolà with registered office in vico ospedale n.6 , 89861 Tropea (VV). You can contact us at the e-mail address info@triptips.it

2. Definitions

2.1. **"Web App"** means the tourist assistance portal that provides information on recreational and tourist activities.

2.2. **"User"** means any person accessing and using the Web App.

2.3. **"Activities"** means providers of services in the Web App.

2.4. **"Partners"** or **"Partner Stores"** means the operators of the activities in the Web App.

2.5. **"Coupon"** means a discount or benefit offered by TripTips Partners for use by Users.

3. Purpose

3.1 Our purpose is to connect you with the Partners we work with ("**Partner Stores**") and enable you to purchase Vouchers ("**Coupons**").

3.2. In the event that you purchase a Voucher or Coupon from a Partner Store, TripTips acts as an **intermediary** on behalf of that Partner Store to complete your purchase from our Web App/Website and to manage your experience during the order process. Once you have made a purchase, your Vouchers or Coupons **will be managed by the Partner Store**.

4. What do we do?

4.1. Our company provides a platform where we, our local affiliates, and other Sellers (collectively, the "Sellers") can post deals related to discounts and other products (collectively, the "Items").

As suppliers to the platform, we assist and facilitate deals related to Items that take place on our platform. We **never** act as buyers nor, normally, as sellers. We provide a place where Sellers and you can negotiate and conclude deals. This implies that during your interaction on the Site, in addition to this Agreement, you will be bound by a direct contract with the Sellers governing the terms and conditions of offers, discounts and other products available on our platform.

4.2. Whatever Coupons or Vouchers you purchase via our Site, you will be subject to the terms and conditions set out by the relevant Seller. As TripTips does not normally act as a Seller, this means that your contract of sale is likely to be concluded with **a different party**.

5. User Account

Pursuant to and for the purposes of Articles 1341 and 1342 of the Civil Code, the User, by registering his or her Account, declares that he or she expressly approves the following articles, which are to be understood here again and in full:

5.1. Before you can place orders using our platform, you must open a TripTips account ("Account"). When you open an Account, you must create a password or other secure login method and you must also provide your credit card information to place an order. You must keep any password you create, or other secure access method, secret and prevent others from accessing your Account, email or mobile phone or computer. If another person uses these methods to access your Account, **you will be held solely and personally liable** for payment of all Products ordered and, accordingly, we cannot be held liable for any other losses incurred.

By creating an Account you therefore agree to all of these Terms & Conditions, you also agree to receive text messages or emails to ensure your identity and notifications/emails to receive status and updates on your order.

5.2. You may close your Account at any time by contacting us through the "Contact" section on the Site. We may suspend access to your Account or close it **permanently** if we believe your Account is being used by someone else. We may also close your Account if in our opinion you are not using it in accordance with these Terms and Conditions (for example, by requesting refunds or credit for which you are not entitled, making repeated unreasonable claims, mistreating our staff or partners, or any other reason).

5.3. When you place an order via our Platform, once you have made the payment, you will receive an email with a copy of the Coupon or Voucher which will indicate all the parameters that must be met in order to be validated (expiry date, discount, date of issue, etc.) which you must present to the merchant in order to be validated and to obtain the discount. Remember to keep a copy of the voucher or coupon with you at **all times** as we are not responsible if it is lost. The contract for the Voucher or any Item shall be deemed finalised when you receive the Confirmation.

5.4. You are responsible for the payment of all Products ordered using your Account, for the relevant costs set out in the General Terms and Conditions, even if the item was ordered by someone else. Some Partner Shops may require a minimum amount for each order. This will be displayed on our Platform. All Products are subject to availability so if you place an order at a time when our Partner Shop **is closed, we are not responsible for that error and are not liable for a refund. IT IS MANDATORY THAT YOU PLACE YOUR ORDER ONLY WHEN YOU ARE IN THE PROCESS OF MAKING PAYMENT AT OUR CONTRACTED PARTNERS, CALCULATING THE TIME SO THAT THE ORDER PLACED DOES NOT EXPIRE.** Your order will **only be refunded** if the order cannot be collected due to problems caused by a malfunction of the Web App, for any other reason relating to you, third parties or Partner Stores we are not obliged to refund.

5.5. Partner Shops may use nuts or other allergens in the preparation of certain Products. Please contact our Partner Shops before ordering if you have allergies or particular food intolerances. Triptips cannot guarantee that the Products sold by our Partner Shops are free of allergens or substances that are intolerant to the customer.

6. Coupon

A Coupon is a discount or benefit offered by TripTips Partners for use by Users. By purchasing a Coupon, you agree to be bound by these Terms and Conditions.

6.1. Coupons can be used by anyone who is at least 18 years of age. If under the age of 18, you must be supervised by a parent or legal guardian.

6.2. To purchase a Coupon, simply click on the image of a Coupon. Another screen will then open with the various payment options. Once you have chosen the payment method, you will have to enter your card details and, after confirmation, you will be able to redeem the Coupon, which will be available in the "My Coupons" section and a copy will be sent by email to the address used during registration.

6.3. Each purchased Coupon can **only be used once and cannot be combined** with other offers or discounts, unless otherwise specified.

6.4. Coupons are valid until the expiry date indicated on the Coupon. After the expiry date, the Coupon is no longer valid and cannot be used for any purchase.

6.5. Coupons, unless expressly stated otherwise, are non-refundable and non-exchangeable. Once purchased, the Coupon cannot be returned, refunded or exchanged for money or other goods.

6.6. Unless otherwise stated, Coupons are transferable and can be used by anyone presenting the Coupon at the time of purchase. However, they cannot be resold.

6.7. Any attempt to duplicate or fraudulently use the Coupons will be prosecuted according to law. Altered, counterfeit or otherwise misused coupons will be considered **void**.

6.8. We are not liable for loss, theft, destruction or any other damage or inconvenience resulting from the improper use of the Coupons. Furthermore, we are not responsible for any problems encountered with Sellers/Partners/shop partners of the services purchased through the Coupons. Any questions relating to quality, safety or otherwise concerning the product or service should be addressed directly to the supplier of the product or service. Our liability is limited to the value of the Coupon only.

6.9. ONLY AND EXCLUSIVELY the Vendor at which the Voucher is used may scan it.
Invoices and Payments

7. Invoices and Payments

7.1. TripTips Users may purchase Coupons for various services offered by Vendors. Payment must be made at the time of purchase via accepted payment methods, including credit cards, PayPal, and other methods specified in the portal.

7.2. TripTips will issue an invoice for each Coupon purchase. Upon User's request, TripTips will send a payment receipt via email to the address used during registration. The request can be made by contacting customer service or by sending an email to info@triptips.it.

8. Agreements with Partners

8.1. Please note that all contracts entered into for the sale of Items are concluded exclusively between you and the Seller of the Item in question **(and not with Triptips, unless Triptips assumes the capacity of seller)**. The Seller is responsible for the sale and handling of complaints or any other matters arising out of or in connection with the contract concluded between you and the Seller.

8.2. In addition, when you purchase a Coupon or Voucher that offers a significant benefit or total amount, you agree that you are subject not only to a sales contract with the Seller of the Coupon (TripTips), but also to a contract between you and the company that from time to time supplies the Products. As far as Coupons are concerned, neither we nor the Seller take responsibility for contracts concerning the redemption of your Coupons with the Partner. Furthermore, we never act as an agent of the Seller or the Partner.

9. Personal Data Policy

TripTips will process your personal data in accordance with our Privacy Policy which you can find [here](#).

10. Changes to Terms and Conditions

We may change these Terms and Conditions at **any time and without notice**. Changes to the Terms and Conditions will not affect any order placed by you where we have sent you a Confirmation. Users are obliged to check these Terms and Conditions periodically for updates.

11. Applicable Law and Jurisdiction

11.1. All claims and disputes arising in connection with these Terms and Conditions shall be governed by and construed in accordance with Italian law. For consumers resident in Italy, the mandatory regulations for the protection of consumers under Italian law (Consumer Code) shall apply.

11.2. Any dispute arising from these General Conditions concerning non-consumers shall be deferred to the exclusive jurisdiction of the court of **Vibo Valentia**. In the event of a dispute arising from these General Conditions concerning consumer users, the court of **residence** or **domicile** of the consumer shall have jurisdiction.

11.3. Alternatively, the consumer may submit his or her complaint to the Online Dispute Resolution Platform for Out-of-Court Dispute Resolution (EU ODR Platform) (Art. 14(1) of EU Regulation 524/2013).

EU law requires us to provide this link to the EU Online Dispute Resolution Portal, however we do not participate in dispute resolution within this process.

For more information about the EU ODR Platform or to file a complaint and initiate alternative dispute procedures relating to this contract, you can use the following link:

<http://ec.europa.eu/odr> .

11.4. If we or you have the right to enforce these General Terms and Conditions, that right shall be exercisable even if the person who has the right to do so exercises it late or waives his or her right. If a court or other authority decides that a part of these General Terms and Conditions is illegal or ineffective, the other parts shall retain their validity and effectiveness.

12. Contact

For any questions or clarifications regarding these Terms & Conditions, Users may contact our customer service at the following email addresses: assistenza@triptips.it or info@triptips.it .

