

Tour Guide Agreement

This Agreement sets forth the terms and conditions between Stella Novus Ltd and users who set up a tour guide profile. This agreement specifically limits our liability.

1. General

Stella Novus connects you with heritage travellers who are seeking to obtain tours and heritage travel related services. We do this through our platform, www.ancientroutes.com, which is a content product about heritage traveling that connects its visitors with tour guides across the globe. As well as maintaining the website, Stella Novus handles customer service through telephone and email, markets the website through various means including search engine optimization, pay per click programs, public relations and advertising. You understand that You are an independent contractor and not an employee of Stella Novus.

You acknowledge that communication between You and our visitors may be monitored by Stella Novus for quality control and training.

You represent and warrant to Stella Novus that You are aware of and are in compliance with any licensing and legal restrictions that may be placed on the delivery by You of any tours or travel related services.

You further acknowledge and agree that You shall be solely responsible for the supply of any equipment required for a particular tour or travel services provided by You pursuant to the terms of this Agreement, and that You shall ensure, prior to the commencement of any such tour or travel services, that such equipment is in good working order and complies with all applicable safety standards.

2. Acceptance as a Tour Guide

Only Professional Tour guides may apply to become a Stella Novus Tour Guide. Upon application through the Site, Stella Novus will begin the acceptance process. Details of this process may include telephone interviews, submission of documents, checking of references and completion of training and examination.

Stella Novus may make use of a third-party verification service in order to perform background checks. These services may verify information such as name, address, vat number, and criminal background.

The success of the Stella Novus concept is based on the quality of the experience that You as a Tour Guide deliver. Therefore we are highly selective in the people we choose to work with.

We are committed to the success of our Tour Guides. Therefore, we may not accept additional Tour Guides in a particular area if we feel that the demand is satisfied by existing Tour Guides. Acceptance as a Tour Guide is at the sole discretion of Stella Novus and we reserve the right to refuse anyone for any reason.

3. Use of Site and Services

Stella Novus connects You with heritage travelers who are seeking tours and travel related services. We do this through our website, www.ancientroutes.com.

Upon our acceptance of You as a Tour Guide, You may use the Site to create a profile of yourself, and utilize the calendar to indicate your availability.

4. Information Provided by You

You are responsible for providing accurate, timely and complete information to us in connection with your use of the Site. Stella Novus is not responsible for any claims relating to any inaccurate, untimely or incomplete information provided to us by You. Stella Novus will only use your information in accordance with our Privacy Policy.

Stella Novus will use its best efforts to ensure the privacy of all other personal information, however we expressly disclaim any liability for any damage that may result should any information be released to any third parties. You hereby agree to hold Stella Novus harmless for any damages that may result.

5. Grant of Limited License

By posting content to the www.ancientroutes.com Site, You:

a) grant Stella Novus and its affiliates and licensees the right to use, reproduce, display, perform, adapt, modify, distribute, have distributed, and promote the content in any form, anywhere and for the purpose of selling and marketing Stella Novus or your tour offerings;

b) warrant and represent that You own or otherwise control all of the rights to the content and that use of your content by Stella Novus does not violate the rights of any third party.

c) in the event that content you upload to our Ancient Routes website violates the rights of a third party, you agree to indemnify us against any losses and liabilities that may result from the action of such third party against Stella Novus.

6. Transactions

Travelers seek the services of Tour Guides through the use of the Site. Travelers book the Tour Guides through the Site and Stella Novus collects only a booking fee.

Stella Novus will process refunds or credits for our errors or other extenuating circumstance.

7. Booking Fee

In order to compensate Stella Novus for its services, Stella Novus charges a fee of 10% of the cost of the tour. This percentage is set when your application is accepted.

Stella Novus may reduce this fee at any time, either permanently or for a limited period. It may be increased only upon 60 days notice to You.

8. Refunds

Travelers may request a refund of the amount paid for a tour or tour service. In the event that a refund is made, only the amount actually received by the Tour Guide (if any), less our booking fee will be paid.

9. Privacy

Stella Novus is committed to ensuring the privacy of the information You give us. Our Privacy Statement is located on the Ancient Routes Site.

10. Disclaimer of Warranties

YOU EXPRESSLY AGREE THAT THE USE OF THIS SITE IS AT THE YOUR SOLE RISK. STELLANOVUS DOES NOT WARRANT THAT THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE; NOR DO WE MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE. THE SITE IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11. Limitation of Liability and Remedies

Under no circumstances will Stella Novus be liable to You for any indirect, incidental, consequential, special or exemplary damages arising from any provision of this Agreement. Any notice or other communication to be given hereunder will be in writing and given by facsimile, postpaid registered or certified mail return receipt requested, or electronic mail.

12. Indemnification

Upon a request by Stella Novus, You agree to defend, indemnify, and hold harmless Stella Novus and other affiliated companies, and their employees, contractors, officers, and directors from all liabilities, claims, and expenses, including attorney's fees, that arise from your use or misuse of this Site. Stella Novus reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise

subject to indemnification by You, in which event You will cooperate with Stella Novus asserting any available defenses.

13. Modification of the Terms of this Agreement

Stella Novus reserves the right to make changes to this Agreement from time to time. Stella Novus shall provide notice to You of any substantive and/or material changes to this Agreement or any policies posted on the Site. Such notice shall be by email and posting on the Site.

14. Term of Agreement

This Agreement will become effective immediately your use of the Site and shall remain effective unless terminated by either party as provided hereunder. Either party may terminate this Agreement by providing the other with written or email notice of such termination which shall be effective immediately upon delivery of such notice to the other party. Furthermore, Stella Novus may terminate this Agreement immediately for any breach of this Agreement, the "Tour Guides Rules of Conduct" or any applicable policy of Stella Novus as posted on the Site from time to time. In the event of termination or expiration, the following sections shall survive: Term of Agreement; Ownership; Disclaimer; Limitation of Liability; Notice; and General Provisions.

Should You violate the terms of this Agreement, Stella Novus reserves the right to terminate your use of this Site immediately at its sole discretion.

15. Legal Claims

For all disputes between Stella Novus and You relating to the Site, this Agreement, transactions facilitated or conducted through the Site, tours and travel services ordered or purchased through the Site, dealings between You and Stella Novus, or any related matters ("Disputes"), the parties will attempt to find the least onerous solution to the Dispute. If a Dispute cannot be resolved by the parties, then the Dispute must be resolved before a court of competent jurisdiction.

16. General Provisions

Failure by Stella Novus to enforce any provision(s) of this Agreement shall not be construed as a waiver of any provision or right. These Terms of Use, and all other aspects of use of the Site, shall be governed by and construed in accordance with the Irish laws.

Nothing in this Agreement shall be construed as making either party the partner, joint venture, agent, legal representative, employer or employee of the other. Neither party shall have, or hold itself out to any third party as having, any authority to make any statements, representations or commitments of any kind, or to take any

action, that shall be binding on the other, except as provided for herein or authorized in writing by the party to be bound.