

**Tour24, Inc.**  
**Terms of Use**

Tour24 (hereinafter, “**Tour24**”, “**we**”, “**us**”, or “**our**”) provides an online platform for on-demand tours of rental properties (collectively, the “**Services**”), which can be accessed through our website: [www.tour24.io](http://www.tour24.io) (the “**Site**”) and via our mobile devices app (the “**Application**”).

**Please read these Terms of Use and Privacy Policy** (collectively, the “**Terms**”) **carefully before continuing with your use of the Services.** These Terms are a legally binding agreement governing your access to the Site, Application and use of the Services and all Content (defined below) therein. **IF YOU OR YOUR GUESTS DO NOT AGREE WITH THESE TERMS, DO NOT USE THE SERVICES. Your express consent to these Terms of Use or use of any aspect of the Services (including without limitation our websites and mobile applications) signifies your agreement with these Terms of Use**, whether or not you or your guests become a registered user of the Services. If you accept or agree to these Terms on behalf of a company, guest or other legal entity, you represent and warrant that you have the authority to bind that company, guest or other legal entity to these Terms and, in such event, “you” and “your” will refer and apply to that company, guest or other legal entity. Failure to use the Site and/or the Application in accordance with these Terms may subject you to civil and criminal penalties.

THE SITE, APPLICATION AND SERVICES COMPRISE AN ONLINE PLATFORM THROUGH WHICH PARTNERS MAY CREATE LISTINGS (DEFINED BELOW) FOR USERS (DEFINED BELOW) TO LEARN ABOUT AND VISIT LISTINGS. YOU UNDERSTAND AND AGREE THAT TOUR24 IS NOT A PARTY TO ANY AGREEMENTS ENTERED INTO BETWEEN PARTNERS AND VISITORS, NOR IS TOUR24 A REAL ESTATE BROKER, AGENT OR INSURER. TOUR24 HAS NO CONTROL OVER THE CONDUCT OF PARTNERS, VISITORS AND OTHER USERS OF THE SITE, APPLICATION AND SERVICES OR ANY LISTINGS, AND DISCLAIMS ALL LIABILITY IN THIS REGARD.

**THESE TERMS CONTAIN A MANDATORY INDIVIDUAL ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS. BY AGREEING TO THESE TERMS AND THE ARBITRATION AND CLASS ACTION WAIVER PROVISION, YOU WAIVE YOUR RIGHT TO BRING A LAWSUIT IN COURT.**

**Definitions**

“Content” means all text, graphics, images, music, software (excluding the Application), audio, video, information or other materials that Tour24 makes available through the Site, Application, or Services, including any Content licensed from a third party, including User Content.

“Listing” means a rental property or space that is listed by a Partner as available for tour via the Site, Application, and Services.

“Partner” means a user who creates a Listing via the Site, Application and Services.

“Tax” or “Taxes” mean any sales taxes, value added taxes (VAT), goods and services taxes (GST) and other similar municipal, state and federal indirect or other withholding and personal or corporate income taxes. Certain areas of the Site and Application (and your access to or use of certain aspects of the Services and Content) may have different terms and conditions posted or may require you to agree with and accept additional terms and conditions. If there is a conflict between these Terms and terms and conditions posted for a specific area of the Site, Application, Services or Content, the latter terms and conditions will take precedence with respect to your use of or access to that area of the Site, Application, Services, or Content.



“User” means a person who completes Tour24’s account registration process, including, but not limited to, Partners and Visitors, as described under “Account Registration” below, or guests thereof.

“User Content” means all Content that a user posts, uploads, publishes, submits or transmits to be made available through the Site, Application or Services.

“Visitor” means a user who visits a Listing via the Site, Application or Services.

### **Account Registration**

In order to access certain features of the Site and Application, and to visit or create a Listing, you must register. You agree to provide accurate, current and complete information during the registration. You may only connect to the Service through your Account and in accordance with our access procedures. By providing us with your email address you consent to our sending you Service-related notices. You must be eighteen (18) years of age or older to use the Service.

### **Listings**

The Site, Application and Services can be used to facilitate the listing and visitation of residential and other properties (“**Listings**”). Such Listings are included on the Site, Application and Services by Partners.

Tour24 is not an owner or operator of properties, nor is it a provider of properties, and Tour24 does not own, sell, resell, furnish, provide, rent, re-rent, manage and/or control properties, including, but not limited to, residential or commercial rental units and Tour24’s role is solely to facilitate the availability of the Site, Application and Services for users and to provide services related thereto. Similarly, Tour24 is not a contracting agent or representative of any Partner, real estate agency or brokerage.

Please note that Tour24 reserves the right, at any time and without prior notice, to remove or disable access to any Listing for any reason, including Listings that Tour24, in its sole discretion, considers to be objectionable for any reason, in violation of these Terms or otherwise harmful to the Site, Application or Services.

PLEASE NOTE THAT, AS STATED ABOVE, THE SITE, APPLICATION AND SERVICES ARE INTENDED TO BE USED TO FACILITATE THE VISITING OF LISTINGS. TOUR24 CANNOT AND DOES NOT CONTROL THE CONTENT CONTAINED IN ANY LISTINGS AND THE CONDITION, LEGALITY OR SUITABILITY OF ANY LISTING. TOUR24 IS NOT RESPONSIBLE FOR AND DISCLAIMS ANY AND ALL LIABILITY RELATED TO ANY AND ALL LISTINGS. ACCORDINGLY, ANY IN-PERSON VISIT OF A LISTING WILL BE MADE AT THE VISITOR’S OWN RISK.

### **Modifications**

Tour24 reserves the right, at its sole discretion, to modify the Site, Application or Services or to modify these Terms, including the Service Fees, at any time and without prior notice. If we modify these Terms, we will post the modification on the Site or via the Application or provide you with notice of the modification. By continuing to access or use the Site, Application or Services after we have posted a modification on the Site or via the Application or have provided you with notice of a modification, you are indicating that you agree to be bound by the modified Terms. If the modified Terms are not acceptable to you, your only recourse is to cease using the Site, Application and Services.



### **User Content; No Endorsement**

Tour24 does not endorse any Users or any Listings. In addition, although these Terms require Users to provide accurate information, we do not attempt to confirm, and do not confirm, any User's purported identity. As such, you acknowledge and agree that we are not responsible for any Content and we make no guarantees regarding the accuracy, currency, suitability, or quality of any Content. Your interactions with Listings are solely between you and such Listings and we are not responsible or liable with respect to any such interactions. Tour24 will not be responsible for any damage or harm resulting from your interactions with other Users. By using the Site, Application or Services, you agree that any legal remedy or liability that you seek to obtain for actions or omissions of other Users or other third parties will be limited to a claim against the particular User(s) or other third parties who caused you harm and you agree not to attempt to impose liability on, or seek any legal remedy from Tour24 with respect to such actions or omissions. If there is a dispute between you and any Listing, we are under no obligation to become involved. We reserve the right to change, condense or delete any content, information, or other materials on the Service (including your @Content)

## User Conduct

You understand and agree that you are solely responsible for compliance with any and all laws, rules, regulations, and Tax obligations that may apply to your use of the Site, Application, Services and Content. In connection with your use of our Site, Application and Services, you may not and you agree that you will not:

- i. When visiting Listings in person, you agree not to damage any property (whether physical, digital, or otherwise) or harm any person. Visitors will be responsible for any damage, injury or harm caused as a result of visiting Listings, or any violations of any local, state, provincial, national, or other local laws or community regulations, or any order of a court;
- ii. engage in inappropriate or offensive behavior on tours, including threatening others, engaging in loud or disruptive behavior, smoking, vaping, or lighting open flames, harassing staff, residents or other visitors, consuming food or beverages in units or amenity spaces unless permitted, using amenities unless permitted, removing or altering or defacing property, or stealing items from units or common areas;
- iii. use manual or automated software, devices, script robots, other means or processes to access, “scrape”, “crawl” or “spider” any web pages or other services contained in the Site, Application, Services or Content; use the Site, Application or Services for any commercial or other purposes that are not expressly permitted by these Terms;
- iv. copy, store or otherwise access any information contained on the Site, Application, Services or Content for purposes not expressly permitted by these Terms;
- v. infringe the rights of any persons or entity, including without limitation, their intellectual property, privacy, publicity or contractual rights;
- vi. access properties except during your tour appointment windows, and that any violation of such tour window hours will constitute trespassing;
- vii. leave the tour boundaries, and that by leaving the designated tour path constitutes trespassing;
- viii. access items provided to you (including, but not limited to, key fobs) outside of tour hours; and you further agree to return all such items immediately after your tour;
- ix. provide access to Tour24 items (including, but not limited to, key fobs) to anyone not expressly authorized to receive such items;
- x. tampering with surveillance equipment, access devices, smart locks, signage, or other Tour 24 property;
- xi. unlock doors or windows in units;
- xii. interfere with or damage our Site, Application or Services, including, without limitation, through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology;

- xiii. use our Site, Application or Services to transmit, distribute, post or submit any information concerning any other person or entity, including without limitation, photographs of others without their permission, personal contact information or credit, debit, calling card or account numbers; use our Site, Application or Services in connection with the distribution of unsolicited commercial email (“spam”) or advertisements unrelated to renting a Listing;
- xiv. “stalk” or harass any other user of our Site, Application, or Services or collect, process or store any personally identifiable information about any other user other than for purposes of transacting as a Tour24 Visitor or Partner;
- xv. register for Tour24 on behalf of an individual other than yourself; contact a Partner for any purpose other than asking a question related to a Listing, such Partner’s Listings; recruit or otherwise solicit any Partner or other User to join third party services or websites that are competitive to Tour24, without Tour24’s prior written approval;
- xvi. impersonate any person or entity, or falsify or otherwise misrepresent yourself or your affiliation with any person or entity;
- xvii. create user accounts under false or fraudulent pretenses, create or use an account for anyone other than yourself, or create multiple active user accounts for improper purposes, including to violate these Terms;
- xviii. list, advertise, or photograph units for false or fraudulent rental postings;
- xix. promote, endorse, or further illegal activities;
- xx. use automated scripts to collect information or otherwise interact with the Site, Application or Services; use the Site, Application and Services to find a Partner or Visitor and then complete a Visiting of Listing transaction independent of the Site, Application or Services in order to circumvent the obligation to pay any Service Fees related to Tour24’s provision of the Services;
- xxi. systematically retrieve data or other content from our Site, Application or Services to create or compile, directly or indirectly, in single or multiple downloads, a collection, compilation, database, directory or the like, whether by manual methods, through the use of bots, crawlers, or spiders, or otherwise;
- xxii. use, display, mirror or frame the Site or Application, or any individual element within the Site, Services, or Application, Tour24’s name, any Tour24 trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without Tour24’s express written consent;
- xxiii. Access, tamper with, probe, scan or use non-public area of the Site or Application, Tour24’s computer systems, or the technical delivery systems of Tour24’s providers;
- xxiv. attempt to probe, scan, or test the vulnerability of any Tour24 system or network or breach any security or authentication measures; avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by Tour24 or any of Tour24’s providers or any other third party (including another user) to protect the Site, Services, Application or Content;



- xxv. forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Site, Services, Application or Content to send altered, deceptive or false source-identifying information;
- xxvi. attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Site, Services, Application or Content; or advocate, encourage, or assist any third party in doing any of the foregoing.
- xxvii. You agree that any access credentials, instructions, codes, links, or entry mechanisms provided to you in connection with a self-guided tour are intended solely for your personal use and only for the authorized date and time of your scheduled tour. You shall not share, distribute, duplicate, misuse, or otherwise make available such access credentials to any other person.
- xxviii. You further agree not to create, enable, or facilitate any unsecured, unauthorized, or unlawful access to the building, amenities, common areas, or residential units, whether for yourself or for any third party. Any attempt to bypass security measures, extend access beyond the permitted scope, or allow unauthorized entry is strictly prohibited.
- xxix. The conversational AI functionality is provided solely to offer general information about the community, property features, availability, policies, and related leasing inquiries. You agree to use this functionality only for its intended purpose.
- xxx. You shall not attempt to misuse, manipulate, or circumvent the AI's intended operation, including but not limited to attempting to prompt the system to provide unauthorized information, generate inappropriate, unlawful, discriminatory, or harmful content, or to alter, degrade, or retrain the system through repeated inputs or adversarial interactions.

Tour24 will have the right to investigate and prosecute violations of any of the above to the fullest extent of the law. Tour24 may involve and cooperate with law enforcement authorities in prosecuting users who violate these Terms. You acknowledge that Tour24 has no obligation to monitor your access to or use of the Site, Application, Services or Content or to review or edit any User Content, but has the right to do so for the purpose of operating the Site, Application and Services, to ensure your compliance with these Terms, or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body. Tour24 reserves the right, at any time and without prior notice, to remove or disable access to any Content that Tour24, at its sole discretion, considers to be objectionable for any reason, in violation of these Terms or otherwise harmful to the Site, Application or Services.

### **Location Verification**

**A. Description of Service.** When using the location service, we may request your permission to obtain your location using your mobile phone. Your location information will only be used to confirm that you are in the vicinity of the Listing(s) you are requesting to view. Tour24 will track and report locations that you are touring while on the property. This information is collected and passed to the property management company within 24 hours of your tour. The information can also be used to enhance Tour24's service. Tour24 is not responsible for the timeframe in which the property management company retains this information. Your consent to opt-in to the location service will be obtained by accepting the terms and conditions when enrolling to schedule an appointment.



The Application is not a Cellular Provider (i.e. AT&T, Sprint, T-Mobile, Verizon Wireless and others) application. If you use the Application, it may require your Cellular Provider to disclose your customer information, including mobile phone location information, to the application provider or some other third party. By providing your consent, you authorize your Cellular Provider to disclose your information to third parties to enable the Application. Check your Cellular Provider's policies for more information about how it collects, accesses, uses, or discloses your information. You acknowledge and agree that

- i. your relationship with Tour24 is separate from your relationship with your Cellular Provider;
- ii. your Cellular Provider is not responsible for the Application; and
- iii. you will hold harmless your Cellular Provider and its subsidiaries, affiliates, officers, employees, agents, successors and assigns from any judgments, claims, actions, losses, liabilities or expenses arising from or attributable to the application or Tour24's acts or omissions.

**B. Opting Out.** When using this location service, you will be automatically opted out of the service after the property tour is complete and you leave the property premises. You will not be located after unless you use the Application again and provide your consent to be located at that time.

**C. Protecting your Privacy.** Your privacy is very important to us and so this service uses only secure HTTPS communication with SSL Encryption to obtain your location data. When using this service, your location will be used to verify you are in the vicinity of the Listing(s) you are requesting to view. Tour24 will track and report locations that you are touring while on the property. This information is collected and passed to the property management company within 24 hours of your tour. The information can also be used to enhance Tour24's service. Tour24 is not responsible for the timeframe in which the property management company retains this information. Your consent to opt-in to the location service will be obtained by accepting the terms and conditions when registering to schedule an appointment.

**D. Sharing information.** Your location data (latitude, longitude and accuracy estimate) will not be shared with anyone or used for any purpose other than its intended use.

**E. Contact Us.** For more information or help with this service, please email us [support@tour24.io](mailto:support@tour24.io) or call 1-888-297-7411.

### **Ownership**

The Site, Application, Services, and Content are protected by copyright, trademark, and other laws of the United States and foreign countries. You acknowledge and agree that the Site, Application, Services and Content, including all associated intellectual property rights is the exclusive property of Tour24 and its licensors. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Site, Application, Services, or Content.

### **Application License**

Subject to your compliance with these Terms, Tour24 grants you a limited non-exclusive, nontransferable license to download and install a copy of the Application on a single mobile device or computer that you own or control and run such copy of the Application solely for your own personal non-commercial use. Furthermore, with respect to any App Store Sourced Application (defined below), you will only use the App Store Sourced Application.



## **Tour24 Content and User Content License**

Subject to your compliance with the terms and conditions of these Terms, Tour24 grants you a limited, non-exclusive, non-transferable license, to:

- i. access and view any Tour24 Content solely for your personal and non-commercial purposes; and
- ii. access and view any User Content to which you are permitted access, solely for your personal and non-commercial purposes. You have no right to sublicense the license rights granted in this section.

You will not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit the Site, Application, Services, or Content, except as expressly permitted in these Terms. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by Tour24 or its licensors, except for the licenses and rights expressly granted in these Terms.

## User Content

We may, in our sole discretion, permit users to post, upload, publish, submit, or transmit user Content. By making available any User Content on or through the Site, Application and Services, you hereby grant to Tour24 a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free license, with the right to sublicense, to use, view, copy, adapt, modify, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast, access, view, and otherwise exploit such user Content on, through, or by means of the Site, Application and Services. Tour24 does not claim any ownership rights in any such user Content and nothing in these Terms will be deemed to restrict any rights that you may have to use and exploit any such user Content.

You acknowledge and agree that you are solely responsible for all user Content that you make available through the Site, Application, and Services. Accordingly, you represent and warrant that:

- i. you either are the sole and exclusive owner of all user Content that you make available through the Site, Application and Services or you have all rights, licenses, consents and releases that are necessary to grant to Tour24 the rights in such user Content, as contemplated under these Terms; and
- ii. neither the user Content nor your posting, uploading, publication, submission or transmittal of the user Content or Tour24's use of the user Content (or any portion thereof) on, through or by means of the Site, Application and the Services will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

You agree and covenant to indemnify, defend and hold harmless Tour24 for a breach of the above representations and warranties as set forth below.

## Links

The Site, Application and Services may contain links to third-party websites or resources. You acknowledge and agree that Tour24 is not responsible or liable for:

- i. the availability or accuracy of such websites or resources; or
- ii. the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by Tour24 of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources or the Content, products or services on or available from such websites or resources.



## **Proprietary Rights Notices**

All trademarks, service marks, logos, trade names and any other proprietary designations of Tour24 used herein are trademarks or registered trademarks of Tour24. Any other trademarks, service marks, logos, trade names and any other proprietary designations are the trademarks or registered trademarks of their respective parties.

## **Copyright Policy**

Tour24 respects copyright law and expects its users to do the same. It is Tour24's policy to terminate in appropriate circumstances the Tour24 Accounts of Users or other account holders who repeatedly infringe or are believed to be repeatedly infringing the rights of copyright holders.

## **Termination and Tour24 Account Cancellation**

We may, in our discretion and without liability to you, with or without cause, with or without prior notice and at any time terminate these Terms or your access to our Site, Application, and Services.

In the event Tour24 terminates these Terms, or your access to our Site, Application, and Services you will remain liable for all amounts due hereunder.

## **Warranty**

THE SITE, APPLICATION, SERVICE AND CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY. USE OF THE SITE, APPLICATION AND SERVICE IS AT YOUR SOLE RISK. THE AFFILIATED ENTITIES DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AS WELL AS ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NO AFFILIATED ENTITY, INCLUDING US, AND EACH OF THEIR LICENSORS AND SUPPLIERS DO NOT WARRANT THAT ANY PORTION OF THE SERVICE, CONTENT THEREIN OR INFORMATION IS ACCURATE, TIMELY, TRUTHFUL, RELIABLE OR CORRECT; THAT THE SERVICE WILL MEET YOUR REQUIREMENTS OR COMPLY WITH LAWS APPLICABLE TO YOU; THAT ANY PORTION OF THE SITE, APPLICATION AND SERVICE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED, BACKED UP, SECURE, OR FREE FROM BREACH OR INTERCEPTION OF DATA OR YOUR CONFIDENTIAL INFORMATION; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE SITE OR APPLICATION IS DOWNLOADED AT YOUR OWN RISK. NEITHER US NOR ANY AFFILIATED ENTITY WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT, SERVICE, LINK OR ADVERTISEMENT OFFERED BY ANY THIRD PARTY THROUGH THE SITE OR APPLICATION OR ANY LINKED WEBSITE OR SERVICE, AND NEITHER US NOR ANY AFFILIATED ENTITY WILL BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND ANY SUCH THIRD PARTY. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM TOUR24 OR THROUGH THE SITE, APPLICATION, SERVICES OR CONTENT, WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.



## **Disclaimers**

IF YOU CHOOSE TO USE THE SITE, APPLICATION OR SERVICES, YOU DO SO AT YOUR SOLE RISK. YOU ACKNOWLEDGE AND AGREE THAT TOUR24 DOES NOT CONDUCT BACKGROUND CHECKS ON ANY USER, INCLUDING, BUT NOT LIMITED TO, VISITORS AND PARTNERS.

YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SITE, APPLICATION OR SERVICES AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE, APPLICATION OR SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY PARTNERS OR VISITORS. YOU UNDERSTAND THAT TOUR24 DOES NOT MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS OF USERS OF THE SITE, APPLICATION OR SERVICES OR TO REVIEW OR VISIT ANY LISTINGS. TOUR24 MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF USERS OF THE SITE, APPLICATION OR SERVICES OR THEIR COMPATIBILITY WITH ANY CURRENT OR FUTURE USERS OF THE SITE, APPLICATION OR SERVICES. YOU AGREE TO TAKE REASONABLE PRECAUTIONS IN ALL COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SITE, APPLICATION OR SERVICES AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE, APPLICATION OR SERVICES, INCLUDING, BUT NOT LIMITED TO, VISITORS AND PARTNERS, PARTICULARLY IF YOU DECIDE TO MEET OFFLINE OR IN PERSON REGARDLESS OF WHETHER SUCH MEETINGS ARE ORGANIZED BY TOUR24.

## **Limitation of Liability**

YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF THE SITE, APPLICATION, SERVICES AND CONTENT, YOUR LISTING OR VISITING OF ANY LISTINGS VIA THE SITE, APPLICATION AND SERVICES, AND ANY CONTACT YOU HAVE WITH OTHER USERS OF TOUR24 WHETHER IN PERSON OR ONLINE REMAINS WITH YOU. NEITHER TOUR24 NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SITE, APPLICATION, SERVICES OR CONTENT WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, FROM THE USE OF OR INABILITY TO USE THE SITE, APPLICATION, SERVICES OR CONTENT, FROM ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OF THE SITE, APPLICATION, OR SERVICES OR OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE, APPLICATION, SERVICES, OR FROM YOUR LISTING OR VISITING OF ANY LISTING VIA THE SITE, APPLICATION AND SERVICES, WHETHER BASED ON WARRANTY,

CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT TOUR24 HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

In the event of a conflict between any provisions of the Tour24 Order Form and Agreement (the Agreement") or any other document related to the Agreement, the provisions of this Additional Terms and Conditions shall control.

## Indemnification

You agree to release, defend, indemnify, and hold Tour24 and its affiliates and subsidiaries, and their officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with

- i. your access to or use of the Site, Application, Services, or Content or your violation of these Terms;
- ii. your User Content; and
- iii. your interaction with any User, Visiting of a Listing, creation of a Listing or the use, condition or rental of a Listing by you, including, but not limited to, any injuries, losses, or damages (compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of a rental, Visiting or use of a Listing.

## Export Control and Restricted Countries

You may not use, export, re-export, import, or transfer the Application except as authorized by United States law, the laws of the jurisdiction in which you obtained the Application, and any other applicable laws. In particular, but without limitation, the Application may not be exported or reexported:

- i. into any United States embargoed countries; or
- ii. to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Person's List or Entity List. By using the Site, Application and Services, you represent and warrant that
  - a. you are not listed on any U.S. Government list of prohibited or restricted parties. You also will not use the Site, Application and Services for any purpose prohibited by U.S. law, including the development, design, manufacture or production of missiles, or nuclear, chemical or biological weapons. Tour24 does not permit Listings associated with certain countries due to U.S. embargo restrictions.

## Accessing and Downloading the Application from App Stores

The following applies to any Application accessed through or downloaded from the Apple iTunes or Google Play App Stores (each, an "**App Store Sourced Application**"):

You acknowledge and agree that

- i. these Terms are by and between you and Tour24 only, and not Apple or Google, and
- ii. Tour24, not Apple or Google, is solely responsible for the App Store Sourced Application and content thereof. Your use of the App Store Sourced Application must comply with the applicable App Store Terms of Services.

You acknowledge that neither Apple nor Google have an obligation whatsoever to furnish any maintenance and support services with respect to the App Store Sourced Application.

In the event of any failure of the App Store Sourced Application to conform to any applicable warranty, you may notify Apple or Google, as applicable, for a refund of the purchase price for the App Store Sourced Application to you and to the maximum extent permitted by applicable law, Apple and Google will have no other warranty obligation whatsoever with respect to the App Store Sourced Application.

As between Tour24 and Apple or Google, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of Tour24. You and Tour24 acknowledge that, as between Tour24 and Apple or Google, neither Apple nor Google, are responsible for addressing any claims you have or any claims of any third party relating to the App Store Sourced.



Application or your possession and use of the App Store Sourced Application, including, but not limited to:

- i. product liability claims;
- ii. any claim that the App Store Sourced Application fails to conform to any applicable legal or regulatory requirement; and
- iii. claims arising under consumer protection or similar legislation.

You and Tour24 acknowledge that, in the event of any third party claim that the App Store Sourced Application or your possession and use of that App Store Sourced Application infringes that third party's intellectual property rights, as between Tour24 and Apple or Google, Tour24, not Apple or Google, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by these Terms.

You and Tour24 acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of these Terms as related to your license of the App Store Sourced Application, and that, upon your acceptance of the terms and conditions of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms as related to your license of the App Store Sourced Application against you as a third party beneficiary thereof. Without limiting any other terms of these Terms, you must comply with all applicable third party terms of agreement when using the App Store Sourced Application.

### **Entire Agreement**

These Terms constitute the entire and exclusive understanding and agreement between Tour24 and you regarding the Site, Application, Services, Content and any viewing of or visiting of Listings made via the Site, Application and Services, and these Terms supersede and replace any and all prior oral or written understandings or agreements between Tour24 and you regarding the viewing or visiting of Listings, the Site, Application, Services and Content.

### **Assignment**

You may not assign or transfer these Terms, by operation of law or otherwise, without Tour24's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null and of no effect. Tour24 may assign or transfer these Terms, at its sole discretion, without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns



## Notices

Any notices or other communications permitted or required hereunder, including those regarding modifications to these Terms, will be in writing and given by Tour24

- i. via email (in each case to the address that you provide) or
- ii. by posting to the Site or via the Application. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.

## General

The failure of Tour24 to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Tour24. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise. If for any reason an arbitrator or a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect.

## Arbitration

PLEASE READ THIS SECTION CAREFULLY - IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT AND TO HAVE A JURY HEAR YOUR CLAIMS. ARBITRATION IS A WAIVER OF THE RIGHT TO BRING SUIT IN COURT.

THIS SECTION CONTAINS PROCEDURES FOR MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.

IF YOU ARE A U.S. RESIDENT, YOU ALSO AGREE TO THE FOLLOWING MANDATORY ARBITRATION PROVISIONS:

You agree to resolve any claims relating to these Terms through final and binding arbitration, except that, to the extent you have in any manner violated or threatened to violate our intellectual property rights (for example, trademark, trade secret, copyright, or patent rights). Under such circumstances, you may not bring a lawsuit solely for injunctive relief to stop unauthorized use or abuse of the Site, or intellectual property infringement (for example, trademark, trade secret, copyright, or patent rights) without first engaging in arbitration or the informal dispute-resolution process described above.

Arbitration is more informal than a lawsuit in court and seeks to resolve disputes more quickly. Instead of a judge or a jury, the case will be decided by a neutral arbitrator who has the power to award the same damages and relief that a court can. Thus, you agree that you are waiving your right to sue or go to court to secure relief, and instead agree to the arbitration process as stated in this provision. If any provision of this arbitration agreement is found unenforceable, the unenforceable provision shall be severed, and the remaining arbitration terms shall be enforced.

The Federal Arbitration Act governs the interpretation and enforcement of this dispute resolution provision. Arbitration shall be initiated through JAMS. Any dispute, controversy, or claim arising out of or relating to these Terms shall be referred to and finally determined by arbitration in accordance with the JAMS Streamlined Arbitration Rules and Procedures. If there is a conflict between JAMS Rules and the rules set forth in this Agreement to Arbitrate, the rules set forth in this Agreement to Arbitrate will govern. The JAMS Rules and instructions for how to initiate an arbitration are available from JAMS at <http://www.jamsadr.com> or 1-800-352-5267.



To initiate arbitration, you or Tour24 must:

- (1) Write a demand for Arbitration. The demand must include a description of the Claim and the amount of damages sought to be recovered. You can find a copy of a Demand for Arbitration at [www.jamsadr.com](http://www.jamsadr.com).
- (2) Send three copies of the Demand for Arbitration, plus the appropriate filing fee to your local JAMS office.
- (3) Send one copy of the Demand for Arbitration to the other party.

Payment of all filing, administration and arbitrator fees will be governed by the JAMS Rules, except that for claims of less than \$1,000, you will be obligated to pay \$25 and we will pay all other administrative costs and fees. In addition, for claims of less than \$1,000, we will reimburse you for the \$25 fee if the arbitrator rules in your favor. Arbitration under this agreement shall be held in the United States county where you live or work, Massachusetts, or any other location we mutually agree to, subject to Massachusetts law. The arbitration may award on an individual basis the same damages and relief as a court (including injunctive relief). Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

The arbitrator will decide the rights and liabilities, if any, of you and Tour24, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the Arbitration Rules, and the Terms. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and Tour24. The arbitrator's decision may be entered as a judgment in a court of competent jurisdiction.

You may only resolve disputes with Tour24 on an individual basis, and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations are not allowed.

**WAIVER OF JURY TRIAL: THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration. YOU ACKNOWLEDGE THAT YOU HAVE BEEN ADVISED THAT YOU MAY CONSULT WITH AN ATTORNEY IN DECIDING TO ACCEPT THIS AGREEMENT TO ARBITRATE.**

**OPT-OUT OF AGREEMENT TO ARBITRATE:** You can decline this agreement to arbitrate by emailing us at [support@tour24.io](mailto:support@tour24.io) and providing the requested information as follows:

- (1) Your Name;
- (2) the URL of Terms of Use and Agreement to Arbitrate Disputes;
- (3) Your Address;
- (4) Your Phone Number;
- (5) and clear statement that you wish to opt out of this arbitration provision in the Terms of Use. The Opt-Out Notice must be emailed no later than 30 days after the date you first accept the Terms of Use by using the website.

### **Choice of Law; Forum Selection**

In any circumstances where the Agreement to Arbitrate Disputes permits the parties to litigate in court, these Terms shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, excluding its conflict of law rules. You further expressly consent and agree to submit to the exclusive jurisdiction and venue of a court of competent jurisdiction in the United States District Court for the District of Massachusetts or in state court in Norfolk or Suffolk County, Massachusetts.



## Contacting Tour24

If you have any questions about these Terms of use or any App Store Sourced Application, please contact Tour24 at [support@tour24.io](mailto:support@tour24.io).



**Tour24, Inc.**  
**Privacy Policy**

*Last Updated:* [January 20, 2026]

This online Privacy Policy (the “**Policy**”) describes how Tour24, Inc. and its affiliates and subsidiaries (collectively “**Tour24**,” “**we**,” “**us**,” or “**our**”) collect, use, disclose, and secure the personal information we gather about you through our website, <https://www.tour24.io> (the “**Site**”), when you use our app, and when you otherwise interact with us (collectively, the “**Services**”).

For purposes of this Policy, personal information means data that classifies as personal information, personal data, personally identifiable information, or similar terms under applicable data privacy and security laws and regulations. It does not include data excluded or exempted from those laws and regulations, such as aggregated, anonymized, or deidentified data. Nothing in this Policy will constitute an admission or evidence that any particular data privacy or information security law or regulation applies to Tour24 generally or in any specific context.

In providing our Services, Tour24 may collect personal information on behalf and as a service provider for third parties. This Policy does not govern any information we collect on behalf of third parties, and you should consult their privacy policies to become familiar with their data collection and usage practices.

## **1. YOU CONSENT TO THIS POLICY**

By accessing, browsing, downloading, or otherwise using the Services, you confirm that you have read, understood, and agreed with this Policy. Beyond this Policy, your use of the Services is subject to our [Terms of Use](#). If you do not agree to this Policy or our [Terms of Use](#), you may not use the Services.

This Policy and the [Terms of Use](#) apply regardless of how the Services are accessed and will cover any technologies or devices by which we make the Services available to you.

If you have any questions or concerns about our personal information policies or practices, you can contact us in the methods described in the “**Contact Us**” section below.

## **2. TYPES OF PERSONAL INFORMATION WE COLLECT**

We collect information you voluntarily provide directly to us, information that we collect automatically when you interact with the Services, and information collected from third parties. The categories of personal information that we collect and the purposes for which we collect that information are described below.

### **A. Personal Information You Provide to Us**

The following list describes the categories of personal information we may collect directly from you:

- **Account Information** includes first name, last name, email address, phone number, password, and information about your property preferences such as desired floor plans, move-in dates, and pets. We will also collect driver’s license or other identification document information for identity verification. We collect this information when you provide it directly to us such as when you sign up for the Services, when you schedule a tour, create an account through the Site, or fill out a form. We collect this information for providing the Services, administrative purposes, and marketing and advertising our products and services.
- **Bluetooth Information** includes any information transmitted through Bluetooth features on your phone. We collect this information when you provide it to us by requesting a tour, attending a tour, accessing a property, or transmitting an application. We collect this information for providing the Services and for administrative purposes.

- **Conversational AI Chatbot Information** includes any information you might provide to our conversational AI chatbot. We collect this information when you provide it directly to us by interacting with the chatbot on our Site. If you engage with our chatbot, we will record the information. Please note that information related to your communications may be shared with our service provider. We collect this information for providing the Services and for administrative purposes.
- **Contact Information** includes first name, last name, email address, and phone number. For property owners, we may also collect business email address, company portfolio size, and job title. We collect this information when you provide it directly to us, such as when you sign up for newsletters, request information about our Services, schedule a demo, create an account, or fill out a form. We collect this information for providing the Services, administrative purposes, and marketing and advertising our products and services.
- **Location Information** includes physical address, zip code, and geolocation. We collect this information when you provide it to us by requesting a tour, contacting a property, enabling location services through our application, or otherwise using our Services. We collect this information for providing the Services and for administrative purposes.
- **Payment and Commercial Information** include first name, last name, billing address, phone number, third party payment service provider-related information, debit or credit card information, purchase and participation history, or other payment processing information. We collect this information for providing the Services and for administrative purposes.
- **Responses to Surveys and Questionnaires** include information you provide to us when you respond to marketing materials, promotions, contests, requests for feedback, or other surveys. We collect this information for administrative purposes and marketing and advertising our products and services.
- **Social Media Information** includes information that you post by sharing on a blog or another social media platform. We collect this information for administrative purposes and marketing and advertising our products and services. Please note that your comments will be visible to the public, so you should never share personal information that you would like to keep private.
- **Text Message Opt-In Information** includes your opt-in consent to receive marketing messages from us through short codes or similar means. We collect this information for providing the Services, marketing and advertising our products and services, and for administrative purposes.
- **User-Generated Content** includes information about you included in content you upload, comment, or otherwise submit on the Services, such as your name and email address and products you may have purchased. Be aware that as a default, any information you post on the Services, including without limitation reviews, comments, and text, may be available to and searchable by all users of the Services. We collect this information for providing the Services and administrative purposes.

The purposes for which we use your personal information are described in further detail in the “**How We Use Personal Information We Collect**” section below.

## **B. Personal Information Collected Automatically Through “Cookies” or Other Tracking Technologies**

Cookies are small files created by websites, including our Services, that reside on your computer’s hard drive and that store information about your use of particular websites. When you access our Services, we use cookies and other tracking technologies to:

- Estimate our audience size and usage patterns;
- Store information about your preferences, allowing us to customize our Services according to your individual needs;
- Contact you to provide you with information or services that you request from us;
- Advertise new content, events, and services that relate to your interests;
- Provide you with more personalized content that is most relevant to your interest areas; and
- Recognize when you return to our Services.

We may send one or more cookies to your computer or other device. We set some cookies ourselves, and others are set by third parties. We may also use other similar technologies such as tracking pixels, tags, or similar tools when you visit our Services. These technologies can collect data regarding your operating system, browser type, device type, screen resolution, IP address, and other technical information, as well as navigation events and session information as you interact with our Services. This information allows us to understand how you use the Services.

Some cookies operate from the time you visit the Services until the end of that particular browsing session. These cookies, which are called “session cookies,” expire and are automatically deleted when you close your Internet browser.

Some cookies will stay on your device between browsing sessions and will not expire or automatically delete when you close your Internet browser. These cookies are called “persistent cookies” and the length of time they will remain on your device will vary from cookie to cookie. Persistent cookies are used for a number of purposes, such as storing your preferences so that they are available for your next visit and to keep a more accurate account of how often you visit the Services, how your use of the Services may change over time, and the effectiveness of advertising efforts.

The following chart lists the different types of cookies that we and our service providers use on the Services, examples of who serves those cookies and links to the privacy notices and opt-out information of those cookie servers. Please note that this chart is not exhaustive and these cookies are examples of cookies on the Services. If the Services introduce a cookie or similar tracker that materially differs in kind from those listed here, we will update this Policy.

Types of Cookies	Purpose	Who Serves (for example)
Essential	These cookies are required for the operation of the Services and enable you to move around the Services and use its features. Disabling these cookies can negatively impact the performance of Services.	Tour24 <a href="#">Cloudflare</a> <a href="#">Google</a>
Functionality	These cookies are used to recognize you when you return to the Services. This enables us to personalize content for you and remember your preferences. These cookies also enable your interactions with the Services such as emailing us and customer support chat.	<a href="#">Google</a> <a href="#">jsDelivr</a> <a href="#">Microsoft</a> <a href="#">Stripe</a>
Analytics, Performance, and Research	These cookies, beacons, and pixels allow us to analyze activities on the Services. They can be used to improve the functioning of the Services. For example, these cookies recognize and count the number of visitors and see how they move around the Services. Analytics cookies also help us measure the performance of our advertising campaigns to help us improve them and to optimize the content on the Services for those who engage with our advertising.	<a href="#">Google</a>
Social Networking	These cookies are used to enable you to share pages and content that you find interesting on our Services through third-party social networking and other websites. These cookies may also be used for advertising purposes.	<a href="#">Google</a> <a href="#">Meta</a> <a href="#">X (formerly Twitter)</a>

You can manage your cookies preference as described in the “**Your Privacy Options and Configurations**” section below.

**Mobile App Information.** When you use our mobile app, we will collect certain information regarding your usage, the specifics of which will depend on how you use the application. We collect this information for the purposes of providing the services, analytics and research, and customer service.

Our mobile app may also use certain third-party APIs, which will allow you additional functionality if you choose to use them. You should refer to the privacy policies of those third parties to determine how they may use your personal information.

### C. Personal Information We Receive From Third Parties

We may receive additional information about you from third parties, such as parents, affiliates, subsidiaries, or marketing partners, and combine it with other information we have about you. We will always use that information only as described in this Policy.

## 3. HOW WE USE PERSONAL INFORMATION WE COLLECT

We use your personal information for a variety of business purposes, including to provide our Services, for administrative purposes, and to market our products and Services, as described below.

### **A. Providing Our Services**

We use your information to fulfill our contract with you and provide you with our Services, such as:

- Managing your information and accounts;
- Scheduling tours and communicating with properties;
- Providing access to certain areas, functionalities, and features of our Services;
- Answering requests for customer or technical support;
- Communicating with you about your account, activities on our Services, and policy changes;
- Processing your financial information and other payment methods for products or Services purchased or used;
- Processing applications if you apply for a job we post on our Services; and
- Allowing you to register for events.

### **B. Administrative Purposes**

We use your information for various administrative purposes, such as:

- Pursuing our legitimate interests such as direct marketing, research and development (including marketing research), network and information security, and fraud prevention;
- Detecting security incidents, protecting against malicious, deceptive, fraudulent or illegal activity, and prosecuting those responsible for that activity;
- Measuring interest and engagement in our Services;
- Improving, upgrading, or enhancing our Services;
- Developing new products and services;
- Ensuring internal quality control and safety;
- Authenticating and verifying individual identities, including requests to exercise your rights under this Policy;
- Debugging to identify and repair errors with our Services;
- Auditing relating to interactions, transactions, and other compliance activities;
- Sharing personal information with third parties as needed to provide the Services;
- Enforcing our agreements and policies; and
- Carrying out activities that are required to comply with our legal obligations.

### **C. Marketing and Advertising our Products and Services**

We may use personal information to tailor and provide you with content and advertisements. We may provide you with these materials as permitted by applicable law. Some of the ways we market to you include email campaigns, custom audiences advertising, and “interest-based” or “personalized advertising,” including through cross-device tracking. We may also share your personal information with partner property owners.

If you have any questions about our marketing practices or if you would like to opt out of the use of your personal information for marketing purposes, you may contact us at any time as set forth in “**Contact Us**” section below.

#### D. With Your Consent

We may use personal information for other purposes that are clearly disclosed to you at the time you provide personal information or with your consent.

#### 4. HOW WE DISCLOSE PERSONAL INFORMATION WE COLLECT

We may collect, use, or disclose personal information for a variety of business purposes, including the following:

- **To Business Partners and Affiliates.** We may disclose personal information to our business partners and affiliates; advisors such as legal advisors and financial advisors; related entities, parent companies, investors, subsidiaries, joint ventures, or other companies under common control; and other third parties.
- **As Part of Business Transactions or Mergers.** We reserve the right to disclose your personal information to third parties as part of any potential business or asset sale, merger, acquisition, investment, round of funding, or similar type of transaction. Additionally, if we are entering into a corporate transaction with a third party, we may receive personal information in connection with the diligence. If we close a transaction, the third party may transfer personal information, which we would use as described in this Policy.
- **As Part of Bankruptcy or Insolvency.** In the event of bankruptcy, insolvency, or dissolution proceedings, we may disclose your personal information with third parties as part of the sale or reorganization process.
- **To Service Providers.** We use service providers to perform various functions on our behalf. We may also receive personal information from service providers.
- **As Required by Law, for Legal Purposes, and Similar Disclosures.** We may access, preserve, and disclose your information if we believe doing so is required or appropriate to: (a) comply with regulatory, administrative, or law enforcement requests and legal process, such as a court order or subpoena, or the requests of governmental or regulatory agencies (whether domestic or foreign); (b) respond to your requests, the requests of others, or to lessen the burden of anticipated or formal legal requests; or (c) protect your, our, or others' rights, property or safety. For the avoidance of doubt, the disclosure of your information may occur if you post any objectionable content on or through the Services.

#### 5. YOUR PRIVACY RIGHTS

Under certain international and U.S. state privacy laws, you may be entitled to various privacy rights. The comprehensive privacy laws applicable to Tour24 effective in 2025 include Maryland and Texas, and we therefore afford the following privacy rights to residents of Maryland and Texas. The chart below explains these rights, although some exceptions may apply:

Consumer Right	Explanation
Right to Know/Access	You may have the right to confirm whether we are processing your personal information, the right to know specific pieces of personal information we have collected about you, to know the categories of personal information we are processing or have processed, and the right to access that data. You also have the right to know the third parties to whom we have disclosed your personal information.
Right of Correction	You may have the right to correct inaccuracies in your personal information, taking into account the nature of the personal information and the purposes of the processing of the personal information.
Right of Deletion	You may have the right to delete your personal information provided by you or obtained about you.
Right of Portability	You may have the right to obtain your personal information in a portable and—to the extent technically feasible—readily usable format that allows you to transmit the data to another entity without hindrance.
Right to Opt-Out	<p>You may have the right to opt-out of the processing of your personal information for the purposes of:</p> <ul style="list-style-type: none"> <li>(1) Targeted advertising or sharing;</li> <li>(2) The sale of personal information; and/or</li> <li>(3) Profiling in furtherance of decisions that produce legal or similarly significant effects concerning you.</li> </ul> <p>At this time, we do not engage in decision-making based solely on automated processing, including profiling, which produces legal effects concerning you or which significantly affects you.</p>
Right to Non-Discrimination	You may have the right not to receive discriminatory treatment for exercising the privacy rights conferred by law. We will not discriminate against you because you exercised any of your privacy rights, including, but not limited to, by: denying goods or services to you; charging different prices or rates for goods or services, including through the use of discounts or other benefits or imposing penalties; providing a different level of quality of goods or services to you; or suggesting that you will receive a different price or rate for goods or services or a different level or quality of goods or services.
Right to Appeal Your Decision	You may have the right to appeal our decision if we decline to process your request. If applicable laws grant you an appeal right and you would like to appeal our decision with respect to your request, you may do so by informing us of this and providing us with information supporting your appeal.



**Sensitive Data.** We will process sensitive data (as the term or its equivalent is defined by applicable privacy laws) in accordance with any applicable privacy laws. In some instances, that means we will not collect sensitive data without first obtaining your consent or providing you with the right to opt out.

**Exercising Your Rights.** To exercise your rights, to know/access, correction, deletion, restrict, or portability, as applicable, please email us at [support@tour24.io](mailto:support@tour24.io) or by calling 888-297-7411. To exercise your right to opt-out of sales or sharing of your personal information for targeted advertising please visit our “**Your Privacy Choices**” page.

**Verification.** To ensure the protection of your personal information, we may need to verify that the individual submitting a request is the consumer to whom the request relates prior to processing the request, or an authorized agent. To verify a consumer’s identity, we may request up to three pieces of personal information about you to compare against our records when you make a request.

Making a verifiable consumer request does not require you to create an account with us. However, we may require that you access a previously existing account where necessary to submit the request.

We will only use personal information provided in your request to verify your identity and will delete any information you provide after processing the request. We reserve the right to take additional steps as necessary to verify the identity of consumers where we have reason to believe a request is fraudulent.

You may choose a person or business that you authorize to act on your behalf to submit your requests (“**Authorized Agent**”). If you choose to use an Authorized Agent, we require that you provide the Authorized Agent with written permission to allow them to submit your request and that you verify your identity directly with us. Failure to do so may result in us denying your request.

## 6. YOUR PRIVACY OPTIONS AND CONFIGURATIONS

Depending on the device(s) you use to access the Services, you may be able to select certain privacy choices or configuration, which are further described below:

- **Email Communications.** If you receive an unwanted email from us, you can use the unsubscribe link found at the bottom of the email to opt out of receiving future emails. Note that you will continue to receive transaction-related emails regarding products or Services you have requested. We may also send you certain non-promotional communications regarding us and our Services, and you will not be able to opt out of those communications (e.g., communications regarding our Services or updates to our Terms of Use or this Policy).
- **Mobile Devices.** We may send you push notifications through our mobile application. You may opt out from receiving these push notifications by changing the settings on your mobile device.
- **Text Messages.** If you have previously opted-in to receive text messages from us, you may unsubscribe from these messages at any time by following the instructions in the text message, or by replying to the message with the word “STOP”.
- **Do Not Track (“DNT”).** DNT is a privacy preference that users can set in certain web browsers. Please note that we do not respond to or honor DNT signals. At this time, our Site responds to the Global Privacy Control.
- **Cookies and Personalized Advertising.** You may stop or restrict the placement of cookies and tracking technologies on your device or remove them by adjusting your preferences as your browser or device permits. However, if you adjust your preferences, our Services may not work properly. Please note that cookie-based opt-outs are not effective on mobile applications. However, you may opt out of personalized advertisements on some mobile applications by following the instructions provided by [Android](#) or [iOS](#). You can find out more about cookies and how to manage them by visiting <https://consumer.ftc.gov/articles/how-websites-apps-collect-use-your-information>.

## **7. CROSS-BORDER TRANSFERS OF PERSONAL INFORMATION**

We process personal information on our servers in the United States, which does not have an adequacy decision, and may do so in other countries. If you use our Services or otherwise provide us with information from outside of the United States, you expressly consent to the transfer of your data to the United States, the processing of your data in the United States, and the storage of your data in the United States.

If we transfer personal information from a country with cross-border transfer obligations, we will use an appropriate safeguard.

For more information, please contact us using the information provided in the “**Contact Us**” section below.

## **8. HOW LONG YOUR PERSONAL INFORMATION IS KEPT**

We determine how long to retain your personal information by taking into account various criteria, such as the type of Services provided to you, the nature and length of our relationship with you, possible re-enrollment with our Services, the impact on our Services we provide to you if we delete some information from or about you, and our obligations under applicable law.

We will retain your personal information until the personal information is no longer necessary to accomplish the purpose for which it was provided. We may retain your personal information for longer periods for specific purposes to the extent that we are obliged to do so in accordance with applicable laws and regulations, to protect you, other people, and us from fraud, abuse, an unauthorized access, as necessary to protect our legal rights, or for certain business requirements.

We will delete your personal information when it is no longer necessary for the purpose for which it was collected, or upon your request, subject to exceptions as discussed in this Policy or under applicable law, contract, or regulation.

## **9. OUR COMMITMENT TO DATA SECURITY**

The security of your personal information is important to us. We take various reasonable organizational, administrative, and technical measures to protect your personal information from unauthorized access, disclosure, alteration, or destruction. If required by law to do so, we will notify you and/or the relevant supervisory authority in the event of a data breach.

However, we cannot and do not guarantee complete security, as it does not exist on the internet.

## **10. THIRD PARTY LINKS**

Our Services may contain links to third-party websites. When we provide links, we do so only as a convenience and we are not responsible for any content of any third-party website or any links contained within. It is important to note that this Policy only applies to our Services. We are not responsible and assume no responsibility for any personal information collected, stored, or used by any third party as a result of you visiting third-party websites. We also advise that you carefully read the privacy notice of any third-party websites you choose to visit.

## **11. CHILDREN’S PRIVACY**

Our Services are not directed at children (as defined under applicable law). We do not knowingly collect or otherwise process personal information from children. If you believe a child has provided us with information, you can alert us by contacting us as set forth in the “**Contact Us**” section below.

## **12. POLICY CHANGES**

This Policy may change from time to time. If we need to change this Policy at some point in the future, we will post any changes on this page. If we make a significant or material change to this Policy, we will notify you as required by applicable law. You should check these terms when you use the Services. Your continued use of the Services constitutes acceptance of the most current version of this Policy.



### **13. CONTACT US**

If you have any questions about this Policy, please contact us by email at [support@tour24.io](mailto:support@tour24.io), via phone at 888-297-7411, or at 445 Main St. Suite 201, Medfield, MA 02052.