

## TERMS OF SERVICE

---

### OVERVIEW

This NomadMania website and the NomadMania - Endless Exploring app are created and operated by NomadMania AMKE. Throughout the site and app, the terms “NomadMania” “we”, “us”, “our”, “site”, “website”, “Service” and “Services” refer to NomadMania AMKE. NomadMania offers this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our site and/ or registering a profile with us, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms of Service”, “Terms”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, registered users, and/ or contributors of content.

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools which are added to the current website or app shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website and the app following the posting of any changes constitutes acceptance of those changes.

### SECTION 1 - ONLINE SERVICES TERMS

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site. All accounts with their age specified below 18 years old will be subject to checks by our staff. We allow parents to make accounts for their minor kids, but we ask you to notify us in due time or to reply to any email from our end that asks about this. Otherwise, you risk your account being permanently deleted.

You may not use our community, our website or app features or products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

A breach or violation of any of the Terms will result in an immediate termination of your account.

## SECTION 2 - GENERAL CONDITIONS

We reserve the right to refuse service to anyone for any reason at any time.

You understand that your data may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of NomadMania or its members for your personal gain without written permission by us.

We allow and encourage sharing of your own travel data found on the website, but we ask you to respect other members' right to privacy and to protect other member's best interest.

You understand that by creating a profile with NomadMania, you are sharing two sets of data with us:

- Private (referred in further text as private profile data) - which includes your email address, and date of birth;
- Public (referred in further text as public profile data) - which includes all other data, not specified under private profile data.

You agree that all of your public profile data is shared at all times through other members. We do not share private profile data on your profile nor with third parties, unless specified otherwise.

You agree that we reserve the right to share your private profile data and public profile data with third parties if that is crucial for us conducting business and further development of our website and app, as per our [EU GDPR - privacy policy agreement](#).

You agree that your profile and all the data publicly disclosed on this profile are always fully available and visible to other members.

You agree that NomadMania is not in any way responsible for other members accessing, sharing and disclosing your public personal profile data.

## SECTION 3 - ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more

accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

#### SECTION 4 - MODIFICATIONS TO THE SERVICES

We reserve the right at any time to modify or discontinue the services (or any part or content thereof) without notice at any time.

We shall not be liable for loss of any personal travel records stored on NomadMania as a result of modification, suspension or discontinuance of the Service. NomadMania will always do its best to notify its users in case of any problems of such sort, but will not be liable for the consequences.

#### SECTION 5 - AVAILABILITY OF OUR SERVICES

Certain services may be available exclusively online through the website. These services may have limited availability through the app.

#### SECTION 6 - OPTIONAL TOOLS OR SERVICES

We may provide you with access to third-party tools or services over which we neither monitor nor have any control nor input.

You acknowledge and agree that we provide access to such tools and services "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools or services.

Any use by you of optional websites, tools or services offered through our site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which they are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

#### SECTION 7 - THIRD-PARTY LINKS

Certain content and services available via NomadMania may include materials from third-parties.

Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any interaction and/or transaction. Complaints, claims, concerns, or questions regarding third-party websites should be directed to the third-party.

## SECTION 8 - USER CONTRIBUTIONS, PHOTOS, FEEDBACK AND OTHER SUBMISSIONS

If you send certain specific submissions (for example content proposal entries) or without a request from us you send creative ideas, suggestions, proposals, plans, upload photographs or other materials, whether through NomadMania, online, by email, by postal mail, or otherwise (collectively, 'contributions'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any contributions that you forward to us. We are and shall be under no obligation (1) to maintain any contributions in confidence; (2) to pay compensation for any contributions; or (3) to respond to any comments or other contributions.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

You agree that your contributions will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your contributions will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of NomadMania or any related website or any of its users. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any contributions. You are solely responsible for any contributions you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

We strongly encourage upload of photographs only related to the travel destinations featured with us and no personal photos. We will keep our right to curate, delete and limit access to any uploaded content that we deem not relatable. Any personal photos will not be kept should we run out of space to store them. Any photographs uploaded to the website can and will be used all over the NomadMania tools and services, as well as for marketing or other purposes such as

(but not limited to) Social Media posts. We will do our best to credit any author but will not be liable for not doing so.

## SECTION 9 - PERSONAL INFORMATION

Your submission of personal information through NomadMania is governed by our [EU GDPR Privacy Policy](#).

## SECTION 10 - ERRORS, INACCURACIES AND OMISSIONS

Occasionally there may be information on NomadMania that contains typographical errors, inaccuracies or omissions that may relate to any of the content provided by us. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information.

We undertake no obligation to update, amend or clarify information on NomadMania, except as required by law. No specified update or refresh date applied on NomadMania should be taken to indicate that all information on NomadMania has been modified or updated.

## SECTION 11 - PROHIBITED USES

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content:

(a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phishing, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

## SECTION 12 - DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free.

We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.

You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all content delivered to you through NomadMania are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied.

In no case shall NomadMania, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service, or for any other claim related in any way to your use of the service, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility.

Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

You agree and are aware that NomadMania is a club with absolutely voluntary membership and as such it implies that all its members agree to all geographical, non-geographical, country or travel related content, including borders, names, split of the world and other map related content. While we do not intend to insult nor disregard anyone, we shall not be reliable to any personally taken insults or disagreements based on the informational travelling content provided by us.

Further, you agree that NomadMania and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, are to be treated with respect and not bullied by any voluntary action. In regard to this, by accepting these Terms and Conditions, you also agree to get familiar and to respect full content of our short [Code of Conduct](#).

## SECTION 13 - INDEMNIFICATION

You agree to indemnify, defend and hold harmless NomadMania and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

## SECTION 14 - SEVERABILITY

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

#### SECTION 15 - TERMINATION

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our services and products, or when you cease using our site.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice; and/or accordingly may deny you access to our Services (or any part thereof).

#### SECTION 16 - ENTIRE AGREEMENT

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

#### SECTION 17 - GOVERNING LAW

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of Greece.

#### SECTION 18 - CHANGES TO TERMS OF SERVICE

You can review the most current version of the Terms of Service at any time at this page.

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

#### SECTION 19 - CONTACT INFORMATION

Questions about the Terms of Service should be sent to us at [contact@nomadmania.com](mailto:contact@nomadmania.com).