



Terms & Conditions

Hosts

1. Definitions

In these hosting terms the following terms will have the following meanings:

- 1.1 "Experience": your offering on the Kryoyo.com comprising of a local and authentic experience of and on the island where you reside;
- 1.2 "We/Us": Kryoyo Experiences B.V. with registered number 148198 and domiciled at Johan van Walbeeckplein 18
- 1.3 "You": any individual or company that lists an Experience on Kryoyo.com, making him/her a host;
- 1.4 "Booking": the contract between you and us each time your Experience is purchased by an individual, comprising of a confirmation receipt and these terms and conditions;
- 1.5 "Purchaser": any individual or company that books, pays and participate or will participate in an Experience.

2. Become a host

- 2.1 A host is a person or legal entity that is good at something that is authentic to its country and offers an experience to other individuals or companies of what makes him/her and his/her country unique. As a host, you are amicable, are passionate to share from your local knowledge, very service-oriented and a true ambassador of your country. You must be someone who will go above and beyond to immerse the individual purchasing your listed Experience in the culture, history and/or sites of your country and have them feel like a local and learn from your local culture through the Experience you list.
- 2.2 To become a host and list an Experience on Kryoyo.com, you must:
 - a. create a profile on Kryoyo.com and complete all the required information;
 - b. be above 18 years of age;
 - c. submit a copy of a valid identification, not expiring in the next 3 months.
- 2.3 Depending on the country where you reside, your tax identification number may be required.
- 2.4 We reserve the right to decline a request to become a host and/or terminate the listing of a host at any time.
- 2.5 You cannot become a host if:
 - 2.5.1 you have been convicted on a crime and you have not served the sentence yet or you are serving the sentence;
 - 2.5.2 you are residing illegally in a country where we operate;
 - 2.5.3 you are not able to provide a valid ID.



3. List an Experience

- 3.1 An Experience showcases unique local artistic, historical, creative or cultural assets.
An Experience provides special access to people, places, culture visitors wouldn't be able to find on their own.
An Experience provides the opportunity to personally meet people from the country they are visiting
An Experience is participatory, involving hands-on learning or activities.
When participating in an Experience, the Purchaser make use of their five senses in the Experience, namely smell, hear, see, touch and taste.
An Experience is led by a specialist (i.e., guide, storyteller, local expert) well-versed in the topic/theme of the Experience
- 3.2 To create an Experience on Kryoyo.com, you must first become a host (refer to article 2) and then create an Experience and complete all required information. Describe your experience as thorough as possible, providing as much details as possible and using wording that is as lively and awakening as possible. It is important and your responsibility to specify any points of attention, such as special needs (what to bring along, how to dress, etc.), requirements for participants (disabilities, allergies, etc.);
- 3.3 Once your Experience(s) have been agreed, a confirmation e-mail will be issued to you. It is your responsibility to check this carefully and highlight any incorrect or incomplete information to us as soon as possible. We have no responsibility for any errors, except those made by us;
- 3.4 If a Purchaser ends up not being able to participate due to miscommunication from your side, you will not receive payment for this Experience;
- 3.5 When creating an Experience, you must list your availability carefully. It is based on the availability you list that Purchasers may be able to purchase your Experience on a specific date and time. In case you are not available anymore on a listed date or time, it is your responsibility to change your availability on Kryoyo.com as soon as possible to avoid receiving bookings on dates and/or times where you are no longer available;
- 3.6 All legal requirements to execute the experience listed, is for the responsibility of the host. If the experience you list requires you to have certain licenses, certificates or other permits by the laws of the country where the Experience is offered, you will be responsible to acquire and/or maintain their validity duly. We are not responsible for this but may request you to provide us with copies from time to time;
- 3.7 You are responsible to maintain proper insurance for any damages caused to you or your properties during the Experience;
- 3.8 You are free to price your own experience. Since we will have benchmark information and qualitative data to assess sales, we can make suggestions to you to adjust your pricing either upwards or downwards. However, the pricing of your experience remains your prerogative and responsibility;



- 3.9 Experiences that include acts of violence, terrorism, weapons, drugs, sex and/or racism are not allowed;
- 3.10 You are allowed to list more than one Experience. There is no maximum amount of Experiences you can list;
- 3.11 During the Experience, you must make sure to deliver whatever is promised per the description provided on the listing;
- 3.12 We are not responsible for damages caused to third party property when executing the Experience.
- 3.13 We reserve the right to decline an Experiences listed and/or terminate a listed Experience at any time.

4. Bookings and cancellations

- 4.1 Once an individual or company purchases your experience, it becomes a booking and you will receive a message through Kryoyo.com requesting you to confirm the booking. Once confirmed by you, payment will be collected from the Purchaser based on the price you listed per participant and the number of participants booked.
- 4.2 Cancellation by the Purchaser: in case the Purchaser cancels 7 days prior to the date the Experience had to take place, the Purchaser will be reimbursed fully (except for transaction fees). You will receive a notification from Kryoyo.com of the cancellation. In case the Purchaser cancels after 7 days prior to the Experience had to take place, you will still receive the payment as if you have delivered the Experience (refer to article 6);
- 4.3 Cancellation by you: since the process to sell/purchase an Experience includes a confirmation by you (refer to article 4.1) we do not expect cancellations from you anymore. However, it can happen that you really need to cancel a booked Experience that you already confirmed. You must notify us as soon as possible of your wish to cancel and let us know if there are any possibilities to reschedule (maybe another timeslot and/or another day). We will then consult with the Purchaser to see if he/she agrees with a rescheduling. If a rescheduling is not possible and the Experience must indeed be cancelled, you will not receive any payment.

5. Maintenance of your profile and experience

- 5.1 You are responsible for the maintenance of your profile and Experience(s). You must maintain your profile and Experience(s) as updates as possible with recent changes, pictures, etc.;
- 5.2 We will periodically update our files and may request you to provide us with updated documentation, such as ID, certificates, permits, etc.;
- 5.3 Based on data collected, we will make suggestions to you periodically on how to change your profile and/or your listed Experience(s) to help you increase your sales. This may include suggestions on wording, pictures, pricing and/or any other features. These will



merely be suggestions as actual execution of the changes remains your prerogative and responsibility;

5.4 Purchasers are requested to review your Experience(s) after they have participated in them. We maintain the right to terminate Experiences that are constantly reviewed with a 2.5 or below.

6. Payment terms

6.1 Proceeds collected of the Experiences executed during a month, up to and including the 21st day of each month, will be paid on or before the last Friday of each month. The payment will then cover the period of all Experiences executed from the 22nd day of the month before, up to and including the 21st day of the current month;

6.2 The payment will encompass the total Experiences executed (taking into account the number of individuals who participated) and the price per Experience, minus our commission. The Commission amounts to 20% of the sales. That means that you will receive 80% of the price listed per Experience;

6.3 Payments will be made in the agreed currency, by way of bank transfer to the bank account number you provide us with.

6.4 The payment will be based on costs and exchange rates as per the date the transfer is executed. We will incur all transaction costs, except for those imposed by your own bank.

6.5 Under no circumstances it is allowed to receive payments for contacts formed through Kryoyo.com outside the platform. In case we detect this, your profile and Experiences will be terminated immediately and all payments pending to be executed for the current period will not be executed, without prior notice. We will then not be liable for any damage.

6.6 It is allowed to receive tips from the Purchasers after an Experience is executed. In fact, this will be encouraged by us when the Purchaser books an Experience and reminded before the Experience;

7. Brochure accuracy

You are responsible for the accuracy of the details set out in the description of your Experience(s) listed are correct before they are online. If changes are deemed necessary, we will notify you before and/or after it is online.

8. Force Majeure

Except where otherwise expressly stated in these booking terms and conditions we will not be liable to or pay you compensation if our contractual obligations to you are affected by any event which we or any supplier(s) of any service(s) in question could not, even with all due care, foresee or avoid. These events can include, but are not limited to war, threat of war, civil strife, terrorist activity and its consequences or the threat of such activity, riot, the



act of any government or other national or local authority including port or river authorities, industrial dispute, lock closure, natural or nuclear disaster, fire, chemical or biological disaster and adverse weather, sea, ice and river conditions and all similar events outside our or any supplier's control. Advice from the Foreign Office to avoid or leave a particular country may constitute Force Majeure.

9. Complaints

We will make every effort to ensure your profile, Experience(s) and bookings run smoothly but if you do have a problem during your booking, please inform us immediately on our emergency phone number or office and we will endeavor to put things right. If the problem cannot be resolved and you wish to complain further, you must send a formal written notice of your complaint to us within 28 days of the end of the event you are complaining about.

10. Data protection and privacy

We will ensure that appropriate measures are in place to protect your personal data as defined by local laws and regulations in Curacao. When you create a profile and/or list an Experience, you consent to your information being passed on to our customers, agents, sub-contractors and employees. You also consent to photographs and/or video footage being taken over the duration of this agreement and, subject to your written agreement, being used for publicity and promotional purposes.

11. Managing expectations

Clear expectations will avoid future misunderstandings. Although all terms and conditions governing contractual agreements between us and you, it is important to voice expectations. This is a list of what you can expect from us and vice versa (not limitative):

11.1 What you can expect from us: Kryoyo.com is a sharing economy platform in the (experiential) tourism industry. You can expect us to:

11.1.1 Duly maintain the platform to ensure technical availability and all features working properly;

11.1.2 Market the platform and Experiences to generate as much sales as possible;

11.1.3 Provide you with back-office support to answer potential questions and support you before and during the execution of Experiences;

11.1.4 Provide you with continuous advice on how to generate more sales based on data gathered from Kryoyo.com and industry trends.

11.2 What we will expect from you: as a local host, we expect you to:

11.2.1 Be good at what you do and offer it in a lively and interactive way;

11.2.2 Make sure your offering showcases unique local artistic, historical, creative or cultural assets;

11.2.3 Be on time and deliver what you promised on your listing;



- 11.2.4 Make sure you have all relevant lawfully required documents to execute you Experience in place;
- 11.2.5 Update and maintain your profile and Experience(s) periodically;
- 11.2.6 Avoid causing damage, distress, danger or annoyance to third parties or nature or the environment.

12. Law and jurisdiction

Any matters arising from your profile creation and our Experience(s) listed on Kryoyo.com, will be governed by and construed in accordance with laws of Curacao and we and you prorogate the jurisdiction of the courts on Curacao.