

Terms and Conditions and Privacy Policy

Read carefully and agree to this Terms and Conditions (T&C) before using my-mountains.com or my-mountains mobile application.

Providers should understand how laws and regulations work in their respective country, region and resort before creating their profile.

General

Welcome to my-mountains.com (the "Site") and the my-mountains mobile application (the "App") with which we offer to users and visitors ("Users") and service providers ("Providers") (collectively "You") an online website and mobile application that allows the presentation and arrangement of sports and leisure activities and related services. My-Mountains.com is a LLC Swiss company based in Bruchmattstrasse 20, 6003 Luzern (Switzerland), under the brand name My-Mountains.com ("Us" or "We" or "site").

My-Mountains.com is not a contracting party for booked activities and services. In fact, My-Mountains enables Users to directly request and conclude booking transactions with Providers (collectively the "Services").

Legal Agreement

Please note these terms of service regulate the usage of the Site and the App and related technologies between Us and You, whether or not you become a registered user. Read carefully these terms of service before using the Site and/or App. **The usage of the Site and/or App involves the acknowledgment to have read and understood the T&C and You agree to be accordingly bound.** If you do not agree with these terms, please do not use my-mountains.com. My-Mountains reserves the right to modify the T&C without notice when said modifications become necessary due to changes in market conditions, changes in rules and regulations. If you are a registered user and in case of major changes, it's our duty to inform you whenever such changes occur and you may delete your account within seven (7) days. Failing in deleting your account within this period result in your acceptance of the new conditions. The usage of the site after the publishing of such changes, imply the acceptance of the new T&C.

Please note that the legal contract for the Services and booking transactions is between Users and Providers. My-Mountains is outside the scope of influence of this transaction. There may be situations in which you are required to accept additional terms and conditions provided by Providers. Any such terms will be in addition to these T&C. By accepting these T&C, you agree to certain disclosures of Your personal information to Us and other Users and Providers as described in our Privacy Policy, which is an integral part of these T&C.

In case of discrepancies between the German versions and the English version of these T&C, the English version shall prevail.

If you wish to take full advantage of the Services and be constantly informed about travel news, travel offers, as well as use our search engine to search, book and purchase services while comparing the activities and prices of different Providers, it's necessary that you register, entering your full and accurate personal information.

Please take into account that the access and use of the Site and App free functionalities requires the acceptance of these T&C.

Role of My-Mountains

The user acknowledges and agrees that My-Mountains allows You to request and conclude booking transactions with respect to activities and related services listed on the Site. My-Mountains is not itself a party to any booking transaction and disclaims all liability arising from or related to any such transactions to the fullest extent permitted by law. We do not directly or indirectly purchase, sell, provide, control or manage nor can we contract in our own name for the provision of any activity listed on the Site nor related services including, but not limited to, travel services, accommodation, equipment rental. We cannot supply such services.

My-mountains role is solely to provide on-line technologies (Site and App) to You and to provide related services such as but not limited to: courses about how to use correctly my-mountains, how to market online, etc.

We are not obliged to control that Providers have all local qualification or local authorization to provide such services, therefore My-Mountains cannot be held liable.

Intellectual Properties

Intellectual properties rights refer to My-Mountains website and App but exclude the Content published by users ("Your Content").

The Site and App and all the graphic elements, images, text, advertisement information uploaded ("Content") are My-Mountains properties or licensed to our Company.

The copyrights and all the other rights of intellectual properties on the Content are exclusive properties of our Company or courtesy of license. You can visualize our Site and App on the screens of computers (or other devices) and print the Content solely for personal use and not for commercial usage.

In the lack of written authorization from our side, it's strictly prohibited to use, transfer, copy or replicate whichever portion of the Content, our Site and its HTML source, entirely or partially, in every way and on whatever method, electronic, mechanical or another type, rather than for the exclusive visualization of the Content. This includes the electronic duplicate by upload or download.

You declare to be legally authorized to consult our Site and App in your own jurisdiction. You are the only one responsible for honouring all the law of their jurisdiction in visualizing or using the Content.

Content

You consent that all materials ("Your Content") such as but not limited to: reviews, communication messages, photos, etc. uploaded, posted on or transmitted through the site are the sole responsibility of the person creating such content. You are solely responsible for Your Content that is uploaded, posted or transmitted via My-Mountains. We reserve the right to take any action with respect to Your Content if we believe that it may create any damages for Us (e.g. losing a Provider). My-Mountains is authorized to check the messages sent through the website and/or through the App.

You confirm that Your Content is truthful and accurate, doesn't contain any malicious programs or software that may cause damages to the system and doesn't infringe any regulation or law such as but not limited to: patent, trade secret, trademark, copyright, right of privacy, etc.

My-Mountains has no obligation to post any content from You. We reserve the right to remove or delete any Content. We cannot be held responsible for any damage or economic loss as a result of publishing or not publishing Your Content.

Usage of the website

If You get a request of providing information related to our site, You are obligated to provide truthful, accurate, updated and complete data. You are not obligated to provide discretionary information if requested.

You commit not to perform the following activities:

- To give false identity or use false credentials or credentials without the necessary authorization, create a false identity, or false origin or false e-mail address, attempt to mislead our company or other persons in regard to personal identity or communication, supply unreliable or false addresses.
- To modify or make public memorized data on a computer or similar devices where users enter through our network in the following cases: the owner of the computer's data (or similar devices) adopted measures to prevent the access or explicitly denied the approval to such access of data.
- To upload or make public files that would contain software or similar material, data or information of third-party properties or not possessing a proper license, gather information of a third-party (i.e.: names & addresses) without the appropriate consent.
- To damage, interfere or interrupt the access to our Site or App or conduct potential malicious activity for the correct functioning of my-mountains.com.
- To use my-mountains.com for sending unwanted e-mail messages (for a commercial purpose of any kind), any marketing material or commercial or perform any activity of this kind.
- To publish, distribute, divulge or transmit in any way information or libellous, offensive, illegal, obscene materials.
- To make available, upload or distribute materials in any way or file that would contain viruses, errors, damaged data, Trojan, worms or any kind of malicious software.
- To falsify the real property of the software or any other materials or information restrained in a file and making it available through our site.
- To obtain or attempt of obtaining in any way possible an unauthorized access to our site.

Illegal usage

Under no circumstances, are You to use our site for any illegal purpose. Users agree to refund our company and its operators and our licensors for any loss as a direct or indirect result of the missed observance of such a commitment.

Disclaimer

You accept to use our site at their own risk.

Except if differently specified, we decline all responsibility for the information on our site. We do not give any guarantee about timing and accuracy or availability on our site. All the information provided are subject to our privacy policy (included in this T&C), which should be consulted before entering such information.

We build the site trying to keep all the information as updated and accurate as possible. However, we cannot guarantee that they will be always in every moment updated, and we decline all the responsibility for the trust placed on the public information posted on our site. We do not grant declaration or guarantees of any kind about the suitability, promptness or accuracy of posted information on our site.

We do not take responsibility for any potential damage, included, but not limited to: damages result of the loss of data, profit originates from the usage and performance of our site; for the loss of supply of our services or any information obtained from our site, even if advised of potential damages.

In case You are not satisfied with any of this section or some usage terms specifically described here, we suggest interrupting the usage of our site.

We reserve the right of removing any sort of information or material from our site, with no notification and with no prejudice for any other right matured, and/or makes this information or material available if required by law or authority accountable for the application of the law.

We are not in any way responsible for potential damages between Users and Providers.

Subscribing to our site, You accept that any dispute linked with other Users or Providers are limited only and exclusively to specific Users or Providers that may have caused the damage. As a consequence, My-Mountains is excluded from any sort of responsibility permitted by law.

User registration

Upon registering and creating an account on the Site or App (the "Account"), You have access to my-mountains.com functionalities.

Once the account is created, You allow Us to contact You on Your email address or phone number for communications related to Your Account, including but not limited to: requests for booking, notices, and updates. You further agree to keep Your contact information (as described in the Privacy policy) updated.

If you decide to delete your account, all data will be permanently deleted from the Site and App.

Should You have knowledge of any unauthorized use of his authentication credentials and/or any other violations of their confidentiality, You promptly communicate to Us of such unauthorized use and/or violation, reporting abuse of any kind to support@my-mountains.com.

Provider registration

Registered Providers can offer and supply to Users their Services. Registered Providers can be but not limited to: snow-sport instructors, mountain guides, tourist guides, sports associations, sport activity providers, etc. Whoever creates the accounts within its credentials it's recognized as the administrator of the account. We reserve the rights to decline the creation of an account or using my-mountains.com. You might be required to upload additional documents to prove your qualifications.

By registering, you confirm that:

- are eligible to register as a Provider in accordance with this T&C, and that the data you provide is accurate and correct;
- are at least eighteen (18) years old;
- are authorized by law to enter in contractual agreement for the services you offer on My-Mountains;
- are responsible to pay all applicable taxes and costs to use the Site and App;
- your account is private and cannot be shared or transferred to others;
- have proper qualification and you must respect all local regulations and laws in regards of your Services.

Should the Provider have knowledge of any unauthorized use of his authentication credentials and/or any other violations of their confidentiality, the Provider undertakes to promptly communicate to Us knowledge of such unauthorized use and/or violation, reporting abuse of any kind to support@my-mountains.com.

Provider's experiences and payments

After creating the experience, We made it publicly available on the Site, App or other suitable channels such as but not limited: social medias, local newspaper, magazines, etc. Once public, Users can request to book it. Providers are solely responsible for entering the experience information (e.g. price, location, description, etc.). The price of the experience may not exceed the comparable price you may offer on other selling channels.

We'll assist you and support you to successfully create and sell unique experience tailored to your skills and passions.

As a Provider, you are responsible to honouring the confirmed experiences as described in your Services.

We'll transfer the amount to the Provider deducted the commissions and applicable VAT and we'll send you the electronic invoice to your registered email address.

Bookings, cancellations and commissions

Users can send booking requests through the Site or App by following the processes described on the site. After you have submitted a booking request, the Provider is automatically notified. Providers can either confirm, propose a new arrangement or reject the booking request within 18 hours. If the Provider fails to answer within 18 hours We reserve the rights to manage the request at our discretion.

Once Your booking request is accepted the contract between the User and the Provider is concluded. The User will proceed to pay with the payment methods described on the Site. The User will receive a final confirmation via email. If the Provider rejects the booking request, there will be no charges.

We don't directly manage the payment process and all the details related to such transaction. Payments via My-Mountains is handled by a professional external payment provider.

In the case that Users want to change or cancel their booking, such Users need to follow the steps described in the HELP section. Have a look at the HELP section for details on cancellation policies and applicable cancellation fees. Providers may not cancel bookings. If a Provider has no choice but to cancel, he needs to contact Us immediately at support@my-mountains.com. The Provider should offer a suitable and similar alternative of equal or higher quality. In order to run and improve my-mountains.com and to guarantee high quality services, we apply a 5% contribution to Users on final prices. This is already shown on the final price of the Services. For providers, we apply a 10% contribution. These fees are exclusive applicable VAT.

Limitation of Liability

You agree, by using the Site and App that any legal actions, risks or liability that you seek to obtain from Providers or Users or third parties will be limited to a claim against this particular subject who caused you the damages and you exclude Us to the fullest extent permitted by applicable law.

Availability

We reserve the right to modify, interrupt at any moment, temporarily or permanently, the access or the usage of our Site to You without notice.

Antivirus protection and compatibility

Although we adopted measures to detect a virus and guarantee the site's protection, We cannot fully guarantee that the site will be completely virus free and 100% secure. We decline any sort of responsibility for any potential loss or damage consequently the presence of a virus or the infringement of security measures. We do not disclose any warranty on compatibility of the Site with the User's technology (software and hardware).

Third-party external sites

The Site and App may contain external links managed by third-party. Such external links are intended to enrich the navigation experience and to address the User toward different external sites from ours. We do not have any control of these external links and their content and we decline all responsibility. The addition of external link managed by third-party doesn't imply the approval of the content of these external sites and their operators. It's not permitted to set up a hypertext link without a written authorization from Us, that could only be grant toward our home page. The publication of a hypertext link and/or another internet resource on the Website does not imply any kind of commercial association and/or affiliation between Us and the administrators of the linked websites.

Dissolution

We reserve the right of limiting the access and/or removing your data from our database with no consequences and without previous notice in the following cases:

- in the presence of a legal modification or regulation that limit the possibility of access the Site.
- in a case of an event beyond our control that limits the access to our site (i.e.: technical difficulties, communication error and so on).
- in case We consider, at our total discretion, improper usage or violations of this T&C by You.

Indemnity

You agree to release, defend, indemnify My-Mountains 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:

- your access to or use of the Site or your violation of these T&C;
- your Content;
- your interaction with Users or Providers;
- bookings, or creation of the Profile;
- the utilization of Services 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 use of such Services.

Applicable law & court of jurisdiction

The T&C and the relationship between You and Us are governed, in the measure allowed by applicable regulations, by Swiss law. Regarding what is allowable by applicable regulations and international agreements, the parties agree that the resolution of any dispute that could arise between them according to the T&C, the relationship created between them will be under the exclusive jurisdiction of ordinary courts in Switzerland. My-Mountains.com GmbH also reserves the right to meet with You in a competent court at your domicile.

T&C updated on August 2017

Privacy Policy

Welcome to our website

My-Mountains.com GmbH, a Swiss company based in Bruchmattstrasse 20, 6003, Luzern, is highly committed to preserving his clients, partners and visitors' privacy. It's a serious and crucial factor for Us and we hope you understand and positively evaluate our direction about privacy and the treatment of personal data. All the information is supplied from the www.my-mountains.com site and no other site.

If You don't adhere with this policy, please do not enter nor use our Site or App.

Pursuant to the Federal Law of 19 June 1992 on Data Protection (LPD) and to Article 45 of the Federal Insurance Supervision Law (LSA), You are hereby informed that your personal data is stored and processed by My-Mountains.com according to the methods and for the purposes listed below, in accordance with the methods and purposes allowed by LPD and LSA.

Personal information gathered by My-Mountains

My-Mountains.com may collect and memorize personal information about You only if voluntarily supplied to our company.

We might keep trace of communication (e.g. chat, messages, phone calls, etc.) and all other activities such as but not limited to: filling contact forms, current and historical bookings activities, activity search and requesting, etc., for improving our services, training purposes and/or to prevent crime.

Payments are handled by an external professional agency. We do not collect any information in this regard.

Non-Personal information gathered by My-Mountains

My-Mountains may gather and memorize non-personal, correlated or anonymous data at the moment of the access to the site (i.e.: cookies).

Some examples that include such information are demographics, type of browser, application type of the operating system (desktop and mobile) and a peripheral device in use, a domain of the website the user is connecting from, browsing and usage routine of the site.

How We use personal information

We utilize your personal information only in the way below described.

We may utilize your personal information to contact you directly, to share offers and to send marketing material from My-Mountains, Providers or our partners. My-Mountains doesn't sell or share your personal information with third parties without your permission.

Agreeing to this Privacy Policy allow Us to share your information with our business partners. Your information might be mixed with different sources different from our site, both on an online & offline mode. Business Partners may include but not limited to our technology providers and/or developers, strategic sponsors and in general all subject involved to the correct development of my-mountains.com.

We reserve the right to transfer the information to any potential new owner of my-mountains.com, in the case of its sale, or only to a specific sector in case of an outsource.

We reserve the right to access and/or disclose any information if requested by a courthouse or administrative agencies in order to face any potential fraud, harassment or any other violation of any law, regulation and usage regulation. My-Mountains may start an investigation of any misconduct or inappropriate behaviour to ensure the right of a third party.

How We use non-personal information

We might share your non-personal information with the third party for commercial and marketing usage.

Cookies

We may use cookies and similar technology in order to obtain non-personal information to personalize the usage of the site and improve the user experience.

A cookie is defined as a small file of data that some website write on your hard drive when visited. They are primarily used to operate or improve the functioning of the website, as well as provide business and marketing information to the website's owner.

The majority of browsers is made to accept cookies, anyhow, it's possible to reset the browser in order to decline this kind of files. If you decide to disable the cookies or decline them, you may incur to an incorrect usage of the different functionality of the site.

The website's cookies are used as detailed below and for the purposes herein described:

- **Technical Cookies:**
 - Cookies strictly necessary for the operation of the website: essential to enable website browsing and the functioning of various features. Without these you cannot use search services, shopping comparisons, and other services available on the website.
 - Customization cookies: These are used to facilitate navigation of the website, to record the options you have chosen on the website and provide more personalized features. In some cases, we allow advertisers or third parties to place cookies on our website to provide personalized content and services. In any case, the use of our website constitutes acceptance of the use of this type of cookie. If cookies are blocked, we cannot guarantee the optimal functioning of the website.
 - Cookies for statistical purposes and to measure traffic: These collect information on the use of the website, the pages you visit and any errors that may occur during navigation. We also use cookies to recognize the source of your visit to our website. These cookies do not collect information that can be used to identify you. All information is collected anonymously and used to help improve the operation of the website. Therefore, our cookies do not contain personal data. In some cases, some of these cookies are managed on our behalf by third parties, but they are not allowed to use them for purposes other than those mentioned above. The use of our website constitutes acceptance of the use of this type of cookie. If they are blocked, we cannot guarantee the proper operation of the website.

- **Cookies for advertising and re-marketing purposes:** used to collect user information in order to display advertisements on the website or third party sites.

- **Social Cookies:** These cookies allow our website to be shared and allow for "Like" clicks on social networking sites like Facebook, Twitter, Google +, etc.

The lifespan of the cookies we use may vary. In particular, there are session cookies that are only valid for a single search or browsing session and disappear when the browser is closed; and persistent cookies, which have a variable lifespan. The maximum lifespan of cookies in this second category is 5 years.

There are several ways to manage cookies. By modifying browser settings, you can choose to disable cookies or receive a warning before accepting one. Also, users can delete all cookies stored in the cookie folder of their browser. Each browser has different procedures for managing configuration. If you want information about managing cookies on your tablet and/or phone, please consult the operating manual or online help services.

External Links

My-Mountains may contain external links managed by third parties. We are not responsible for privacy policy undertaken by the third party. We advise You to carefully read their privacy policy before supplying them personal information.

Opt Out Procedure

Users have the possibility to opt for not receiving information from Us. The opt-out message will pop up on our advertising email and newsletter that you might receive from Us. We give you the option to remove your personal information from our database. In case you do not want to receive any material such as special offers, deals, discounts, newsletter or remove your personal information please send us an email with posting "Privacy-Urgent" on the subject of the mail.

Please note, we reserve the right to keep your non-personal information (anonymous) on our database list only for a private matter such as filing and internal statistic.

Revision of personal information

To guarantee that all information is correct, My-Mountains offers the possibility of changing or modify the information previously supplied. If you wish to do so, we encourage you to log in into your profile.

We are not responsible for the update of personal information contained on third party site's database.

Security

We are constantly improving our security measurements in order to guarantee and maximize the security of the information and data. We implemented the physical, electronic and managerial procedure in order to secure and prevent unauthorized access and protect all the information and data we constantly receive. Anyhow, due to the volatile and open nature of the web, we cannot guarantee that all the communication with the server, users, and all the memorized data would be free of unauthorized accesses by third parties. You need to be aware and assumes these potential risks.

Users Agreement

We reserve our right to change at any moment our privacy policy. Such modifications will be reported on this page, for a correct and transparent communication. In the case of a substantial change of this privacy policy We'll send out a notification via email with an opt-out option included.

How to contact us:

If you have any question about this Privacy Policy, the procedures of this website or some link of this site, please contact us at support@my-mountains.com.

Privacy Policy updated on August 2017