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We may change or otherwise modify the Agreement in the future, and you understand and agree that your continued access or use of the App after such change signifies your acceptance of the updated or modified Agreement. We will notify our members of material changes to these terms and conditions. Be sure to return to this page periodically to review the most current version of the Agreement.
Use of the App

As a condition of your use of the App, you warrant that (i) all information supplied by you on the App is true, accurate, current and complete, (ii) if you have an AnyTour account, you will safeguard your account information and will supervise and be completely responsible for any use of your account by anyone other than you.

Your use of the App is intended for personal, noncommercial use and/or to make legitimate requests to purchase the Products offered. You agree not to use the App to make any speculative, false or fraudulent requests.

You further represent and warrant that you (a) have not previously been suspended by AnyTour or otherwise banned from using the App; (b) are not a direct competitor of the App; (c) you will not have more than one AnyTour account at any given time; and (d) that you have full power and authority to enter into this Agreement and in doing so will not violate any other agreement to which you are a party.

We retain the right at our sole discretion to deny access to anyone to the App and the services we offer, at any time and for any reason, including, but not limited to, for violation of this Agreement.

In accessing or using the App, you may be exposed to content that is offensive, indecent, inaccurate, objectionable, or otherwise inappropriate. AnyTour does not endorse such content, and cannot vouch for its accuracy. You therefore access and use the App at your own risk.

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In certain circumstances we may disclose information about you to third parties if we determine, in our sole discretion, such disclosure is necessary (a) to protect AnyTour’s systems, assets, employees, members and customers; (b) to ensure the integrity and operation of our business and systems; or (c) to comply with legitimate and enforceable governmental requests or court orders. We may choose to comply with or disregard such requests or orders in our sole discretion. AnyTour’s right to disclose information, including but not limited to user profile information (i.e. name, email address, etc.), IP addressing and traffic information, usage history, and posted content, shall take precedence over any conflicting terms in AnyTour’s Privacy Policy.

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(iii) violate the restrictions in any robot exclusion headers on the App or bypass or circumvent other measures employed to prevent or limit access to the App;
(iv) take any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our infrastructure or makes excessive traffic demands on the App;
(v) deep-link to any portion of the App for any purpose without our express written permission;
(vi) “frame”, "mirror" or otherwise incorporate any part of the App into any other website without our prior written authorisation;
(vii) attempt to modify, translate, adapt, edit, decompile, disassemble, or reverse engineer any software programs used by AnyTour in connection with the App;
(viii) use the App to threaten, stalk, defraud, incite, harass, or advocate the harassment of another person, or otherwise interfere with another user’s use of the App;
(ix) use the App to submit or transmit spam, chain letters, contests, junk email, pyramid schemes, surveys, or other mass messaging, whether commercial in nature or not;
(x) use the App in a manner that may create a conflict of interest, such as trading reviews with other business owners or writing or soliciting reviews;
(xi) use the App to promote bigotry or discrimination against protected classes; use the App to violate any third-party right, including any breach of confidence, copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right;
(xii) use the App to submit or transmit pornography or illegal content use the site to solicit personal information from minors or to harm or threaten to cause harm to minors;
(xiii) attempt to gain unauthorised access to the App, user accounts, computer systems or networks connected to the App through hacking, password mining or any other means; use the App to transmit any computer viruses, worms, defects, Trojan horses or other items of a destructive nature (collectively, "Viruses");
(xiv) use any device, software or routine that interferes with the proper working of the App, or otherwise attempt to interfere with the proper working of the App;
(xv) use the App to violate the security of any computer network, crack passwords or security encryption codes;
(xvi) disrupt or interfere with the security of, or otherwise cause harm to, the App; or
(xvii) remove, circumvent, disable, damage or otherwise interfere with any security-related features of the App, features that prevent or restrict the use or copying of Content, or features that enforce limitations on the use of the App.

User Accounts

You need to create an account and provide information about yourself in order to use some of the features on the App. You are responsible for maintaining the confidentiality of your account password and login credentials. You are also responsible for all activities that occur in connection with your account. You agree to notify us immediately of any unauthorized use of your account.

Your account is for your personal, non-commercial use only. You may not impersonate someone else (e.g., adopt the identity of a celebrity), create an account for anyone
other than yourself, provide an email address other than your own, or create multiple accounts.

We reserve the right to close your account at any time for any or no reason.

We may terminate or suspend your account or ability to use the App, in whole or in part, at our sole discretion, for any or no reason, and without notice or liability of any kind. For example, we may terminate or suspend your account or ability to use the App if you misuse the App. Any such termination or suspension could prevent you from accessing your account, the App, or any other related information.

You may terminate your account at any time by closing your account and discontinuing your use of any and all parts of the App.

AS A USER OF THE APP, YOU UNDERSTAND AND-agREE THAT: (1) NEITHER ANYTOUR NOR ITS AFFILIATES WILL HAVE ANY LIABILITY TO YOU OR OTHERS FOR ANY UNAUTHORISED TRANSACTIONS MADE USING YOUR PASSWORD OR ACCOUNT; AND (2) THE UNAUTHORISED USE OF YOUR PASSWORD OR ACCOUNT COULD CAUSE YOU TO INCUR LIABILITY TO BOTH ANYTOUR AND OTHER USERS.

Electronic Communications

When you use the App, or send e-mails, text messages, and other communications from your desktop or mobile device to us, you are communicating with us electronically and agree that we may communicate with you in a variety of ways, such as by e-mail, in-app push notices, or by posting notices and messages on the App. You may unsubscribe from e-mail communications at anytime by emailing info@wehostanytour.com emailing and stating that you want to unsubscribe.

Content

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Pricing & Inclusions/Exclusions

Prices listed on the App are per person, unless otherwise specified.

Prices are based on the local tariff at the time of quoting, converted at the prevailing foreign-exchange rate as determined by AnyTour.

The Price of the Products on the App are subject to change without notice, until a purchase has been confirmed.

Unless otherwise specified, prices do not include any local taxes or use-fees, including foreign departure, security, port charges, park fees, customs, immigration, agricultural, passenger-facility charges or international transportation tax. Prices do not include tips/gratuities to tour directors, drivers or local guides; passport and visa fees; baggage and personal insurance; any items of a personal nature; taxes or duties; and any beverages or food.

Payments

When you purchase a Product through the App, the payment will be processed as an in-app purchase which is executed using the payment information stored on your iTunes or Google Play account.

No refunds or cancellations are available once a tour has been purchased.
The value of the transaction may be subject to taxes, duties, foreign transaction, currency exchange or other fees. Your bank or credit or debit card company may convert the payment into the local currency and charge fees, resulting in differences between the amount displayed on the App and AnyTour-affiliated websites, and the final amount charged to your bank account or credit or debit card statement. Please contact your bank or card company if you have any questions concerning any applicable conversion or fees. Please note for bookings made in Brazil, the tax IOF (Tax Upon Financial Operations, 6.38%) is not included in the final purchase value and will be charged to the credit or debit card used to make the purchase.

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(i) your breach of this Agreement or the documents referenced herein;
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(iii) your violation, infringement or misappropriation of the rights of a third party, including without limitation any rights of publicity or privacy;
(iv) your use of the App;
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Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.