

# WorldonMoto.com

## Terms and Conditions

### 1. Definitions

#### 1.1. “WorldOnMoto.com,” “we,” “our,” or “us”

Refers to the platform WorldOnMoto.com and its operating entity, MotoMob Limited, a company registered in the United Kingdom.

#### 1.2. “Rider” or “user”

Refers to any individual who accesses and/or uses the platform for the purpose of browsing, booking, or participating in tours listed on WorldOnMoto.com.

#### 1.3. “Tour Organizer” or “Organizer”

Refers to any individual or entity that lists, organizes, and operates tours on the platform for riders to book and participate in.

#### 1.4. “Platform”

Refers to the website WorldOnMoto.com and all associated services, features, and functionalities offered by MotoMob Limited.

#### 1.5. “Booking”

Refers to the act of reserving a spot on a tour listed on the platform, which may involve partial or full payment depending on the timing and nature of the booking.

#### 1.6. “Tour”

Refers to the motorcycle adventure trips organized by third-party tour organizers or member-organized events, as listed on the platform.

#### 1.7. “Smurfing”

Refers to any behavior where users exploit or manipulate the platform’s rules or systems to gain an unfair advantage or negatively impact other users.

#### 1.8. “Exceptional Circumstances”

Refers to unforeseen or extraordinary events beyond the user’s control, such as medical emergencies or force majeure situations, which may warrant special consideration under these Terms and Conditions.

### **1.9. “Platform Credit”**

Refers to the non-refundable credit issued to users for canceled tours, which can be applied toward future bookings on the platform within a specified validity period.

## **2. Effective Date**

These Terms and Conditions are effective as of 01st January 2025.

## **3. Introduction**

**3.1.** Welcome to WorldOnMoto.com, a platform dedicated to connecting motorcycle enthusiasts with independent tour organizers for adventure travel.

**3.2.** WorldOnMoto.com is owned and operated by MotoMob Limited, a company registered in the United Kingdom.

**3.3.** By accessing or using our website, you agree to comply with these Terms and Conditions. If you do not agree to these terms, please refrain from using our website.

## **4. Platform Overview and Purpose**

**4.1.** WorldOnMoto.com provides an online marketplace to connect riders with independent tour organizers.

**4.2.** We do not organize, run, or manage tours. All tours are managed by third-party organizers, and we do not assume responsibility for the quality, safety, or delivery of these tours.

**4.3.** Our role is limited to providing the platform and facilitating connections; we do not vet, manage, or monitor the activities or interactions of users beyond the platform’s functionality.

## 5. User Eligibility

**5.1.** Users must be at least 18 years old to create an account, post tours, or participate in activities on the platform.

**5.2.** By using the platform, you affirm that you have the legal right to enter into these Terms and Conditions.

## 6. User Accounts and Responsibilities

**6.1.** Users are responsible for providing accurate information during registration and keeping their account information up to date.

**6.2.** Users agree not to use the platform for any unlawful activities or in a manner that could harm other users or the platform.

## 7. Tour Posting and Content Guidelines

**7.1.** Tour organizers may post tours, itineraries, and related content, which must be truthful, accurate, and up to date.

**7.2.** Organizers are solely responsible for ensuring they meet all necessary legal, insurance, and permit requirements for their tours.

**7.3.** WorldOnMoto.com reserves the right to remove or modify content that is misleading, inappropriate, or in violation of these Terms.

## 8. Member-Organized Tours and User Responsibility

### **8.1. Member-Organized Tours:**

WorldOnMoto.com allows members to independently organize tours and invite other riders to join. These member-organized tours are not vetted, endorsed, or managed by WorldOnMoto.com.

### **8.2. User Responsibility:**

When joining a member-organized tour, users must exercise due diligence and conduct their own research into the tour organizer and arrangements.

### **8.3. Payments for Member-Organized Tours:**

Users are advised not to make payments for member-organized tours until they are fully confident in the authenticity and reliability of the organizer and tour details.

### **8.4. Applicability to All Tours:**

This clause applies to all tours listed or organized through the platform, whether by professional tour operators or individual members. Users bear full responsibility for verifying the legitimacy and details of any tour before committing to participation or payment.

## **9. Tour Payments**

### **9.1. Payment Method**

All payments for tours must be made through WorldOnMoto.com.

Payments can be completed via:

- Bank transfer: Processed directly through your bank.
- Payment page: Available on our website for secure and convenient transactions.

### **9.2. Payment Schedule**

- Full Payment: For tours starting less than 60 days from the booking date, full payment is required at the time of booking.
- Partial Payment: For tours starting more than 60 days from the booking date, a payment of 25% of the total tour price or full payment is required to confirm the booking. The remaining balance must be paid no later than 30 days before the tour start date.

### **9.3. Payment Deadlines**

- For tours booked with a 25% deposit, full payment is due 30 days before the tour start date.
- Ample notice and reminders will be provided to help ensure timely payment.
- Failure to complete full payment by the 30-day deadline will result in the forfeiture of the initial payment and cancellation of the booking.

Users are encouraged to review the Refund and Cancellation section to understand how to mitigate such losses.

#### **9.4. Liability for Payments:**

- WorldOnMoto.com is not liable for payment disputes or delays in fund transfers caused by third-party payment processors or issues with the Tour Operator.
- Users accept that payments made via the platform are at their own risk, and the platform's role is limited to processing and passing on payments to the respective Tour Operator.

## **10. Cancellations and Refunds**

### **10.1. Cancellation Policy**

- Users may cancel a tour up to 30 days before the tour start date.
- Cancellations made within 30 days of the tour start date will result in a forfeiture of the full payment.

### **10.2. Refund or Credit Options for Cancellations**

When a user cancels a tour 30 or more days prior to the tour start date, they have the following options:

#### **10.2.a) Refund Request:**

- Users can request a refund to their original payment method.
- Refunds will be processed after deducting a 5% servicing and bank handling charges.
- This means 95% of the payment will be refunded to the user.

#### **10.2.b) Platform Credit Request:**

- Users can opt to receive 100% of the payment as platform credit.
- Credits can be used to book future tours on the platform and are valid for 24 months from the date of issuance.
- Platform credits can be applied to multiple bookings until the total credit amount is exhausted.

### **10.3. Forfeiture of Funds**

Cancellations made less than 30 days before the tour start date will result in the loss of all payments made.

### **10.4. Transfer of Booking to Another Member**

- If a user is unable to attend a tour after making the full payment for the booking they may transfer their booking to another WorldOnMoto.com member.
- Transfer of the booking is not possible for tours where the full payment is outstanding.
- WorldOnMoto.com does not facilitate or take responsibility for any financial agreements or transactions between members in such cases.
- The platform's role is limited to allowing one user to take the place of another.
- WorldOnMoto.com will not be held responsible for any disputes or issues arising from such transfers.

### **10.5. Exceptional Circumstances**

Exceptions to the payment policy may be considered in extraordinary circumstances. To request an exception:

- Contact us at [exceptions@worldonmoto.com](mailto:exceptions@worldonmoto.com) with detailed information about your case and any supporting evidence.
- Please note: Any exceptions are at the sole discretion of the respective Tour Operator. WorldOnMoto.com does not influence the decision-making process in these cases.

### **10.6. Tour Operator Cancellations**

If a tour operator cancels the tour before the tour start date, the rider will:

- Receive a full refund of the complete payment made for the booking.
- Potentially have the right to claim reasonable expenses incurred before the cancellation.

To claim reimbursement for these expenses:

- Riders must provide proof of the incurred expenses (e.g., receipts or invoices).
- The proof must be submitted directly to the tour operator via email.

WorldOnMoto.com is not responsible for processing or mediating expense reimbursement claims between riders and tour operators.

## **11. Fees**

### **11.1. Platform Usage for Riders and Tour operators**

The platform is completely free for riders and tour operators to use. Users are not charged for creating an account, browsing tours, publishing tours or engaging with the platform.

### **11.2. Service Fee**

WorldOnMoto.com charges a 8% service fee based on the purchase price of the tour.

### **11.3. Financial Terms with Tour Operators**

WorldOnMoto.com reserves the right to establish specific financial terms and agreements with tour operators to ensure the sustainability and continued operation of the platform.

### **11.4. Payment Transfers to Tour Operators**

Tours Booked More Than 30 Days in Advance: Payments for these bookings will be transferred to the tour operator after the refund and cancellation period of 30 days has expired.

Tours Booked Within 30 Days of the Start Date: Payments for bookings made less than 30 days before the tour start date will be transferred to the tour operator immediately upon confirmation of the booking.

### **11.5. Default Payment Currency**

All payments to tour operators will be made in the default currency designated for the trip payment. The available default currencies are:

- Euro (EUR)
- United Kingdom Pound Sterling (GBP)

- United States Dollar (USD)

Tour operators are responsible for ensuring their banking information supports these currencies.

### **11.6. Bank Fees, Transfers, and Currency Exchange Costs**

WorldOnMoto.com cannot be held accountable for the following fees or costs associated with payments to tour operators:

- Bank fees charged by the tour operator's bank or any intermediary banks involved in the payment process.
- Currency exchange fees or costs incurred during the conversion of the payment into the default or local currency of the tour operator.

WorldOnMoto.com will work with tour operators to ensure that:

- Bank transfer fees are kept to a minimum whenever possible.
- Payment is made efficiently and accurately in the designated default currency for the trip (EUR, GBP, or USD).
- Tour operators are encouraged to consult their banks regarding any potential fees, including those for receiving international payments or currency conversion where applicable.

Tour operators are solely responsible for:

- Ensuring the accuracy and completeness of the bank details they provide to WorldOnMoto.com.
- Resolving any issues directly with their bank in the event of delays or other complications.

## **12. Assumption of Risk**

**12.1.** Adventure travel on motorcycles involves inherent risks, including but not limited to accidents, personal injury, and property loss. By using the platform, you acknowledge and accept these risks.

**12.2.** WorldOnMoto.com bears no liability for injuries, damages, or losses incurred during participation in any tours listed on the platform.



## **13. Limitation of Liability and Disclaimer of Warranties**

### **13.1. Platform Functionality:**

WorldOnMoto.com provides the platform “as is” and “as available” without warranties of any kind, express or implied. We make no guarantees regarding the reliability, accuracy, or completeness of the platform.

### **13.2. Assumption of Risk:**

Users agree to assume full responsibility for their decisions and any associated risks when participating in tours or interacting with other users.

### **13.3. Third-Party Liability:**

We are not responsible for the conduct, negligence, or actions of any users, tour organizers, or third parties.

### **13.4. Limitation of Liability:**

To the fullest extent permitted by law, WorldOnMoto.com disclaims all liability for direct, indirect, incidental, consequential, or punitive damages arising from your use of the platform or participation in tours.

### **13.5. Jurisdictional Disclaimer:**

Some jurisdictions may not allow certain limitations of liability, and in such cases, our liability will be limited to the fullest extent permitted by applicable law.

## **14. Indemnification**

**14.1.** By using WorldOnMoto.com, you agree to indemnify, defend, and hold harmless MotoMob Limited, WorldOnMoto.com, its affiliates, officers, employees, agents, and representatives from and against any and all claims, demands, damages, liabilities, losses, or expenses, including reasonable legal fees, arising out of or related to:

**14.1.1.** Your use of the platform, including but not limited to booking or participating in tours.

**14.1.2.** Any breach of these Terms and Conditions by you or a party acting on your behalf.

**14.1.3.** Your violation of any applicable laws or regulations in connection with your use of the platform or participation in tours.

**14.1.4.** Claims or disputes arising between you and any other user or tour organizer, including but not limited to payment disputes, tour cancellations, or safety concerns.

**14.1.5.** Any damages or losses resulting from your participation in tours, including but not limited to personal injury, property damage, or third-party claims.

**14.2.** You acknowledge and agree that your use of the platform and participation in any tours is entirely at your own risk and that MotoMob Limited and WorldOnMoto.com bear no liability for any claims, damages, or losses that arise.

## **15. Intellectual Property**

**15.1.** All content, design elements, and functionalities of WorldOnMoto.com are protected by intellectual property laws.

**15.2.** Users retain ownership of the content they post but grant WorldOnMoto.com a non-exclusive, royalty-free license to use, display, and distribute their content within the platform and promotional materials without limitation..

## **16. Dispute Resolution**

**16.1.** Disputes between riders and tour organizers must be resolved directly between the parties.

**16.2.** WorldOnMoto.com does not mediate disputes but may take appropriate action, such as account suspension, in cases of verified misconduct.

## 17. Force Majeure

**17.1.** MotoMob Limited and WorldonMoto.com is not liable for failures or delays caused by events beyond our control, including but not limited to:

- Natural disasters.
- Political instability or unrest.
- Internet or technical disruptions.

## 18. Modifications to Terms

**18.1.** We reserve the right to update or modify these Terms and Conditions at any time without prior notice.

**18.2.** Continued use of the platform after modifications constitutes acceptance of the revised terms.

## 19. Governing Law

**19.1.** These Terms and Conditions are governed by the laws of England and Wales.

**19.2.** Users agree to submit to the exclusive jurisdiction of the courts in England and Wales for resolving disputes.

## 20. Trust and Safety

### **20.1. Commitment to Trust and Safety**

WorldOnMoto.com is committed to protecting all users of the platform, including both riders and tour organizers, as well as safeguarding the integrity of the platform itself. To achieve this, we will implement procedures and checks designed to enhance trust and safety. While we aim to keep these measures minimally intrusive, we reserve the right to apply them at our sole discretion.

## **20.2. Account Security**

To ensure the safety and security of all users, it is your responsibility to take the necessary precautions to protect your account. This includes, but is not limited to:

- Keeping your account credentials (username and password) confidential and not sharing them with anyone.
- Using strong, unique passwords that include a combination of letters, numbers, and special characters.
- Updating your password regularly to minimize the risk of unauthorized access.

Immediately notify WorldOnMoto.com if you suspect any unauthorized access or security breach of your account.

WorldOnMoto.com will not be held responsible for losses or damages resulting from the unauthorized use of your account due to negligence in securing your credentials.

## **20.2. Prohibited Conduct**

Users are prohibited from circumventing our rules or engaging in activities that exploit or harm other users or the platform. This includes, but is not limited to, behaviors such as smurfing or other actions that, as judged by WorldOnMoto.com, negatively impact the integrity or user experience of the platform and WorldonMoto.com business.

## **20.3. Enforcement and Actions**

WorldOnMoto.com reserves the right to take any necessary action to protect the platform and its users. This may include, but is not limited to:

- Temporary or permanent bans from the platform.
- Removal of content or restrictions on account functionality.

## **20.4. Discretionary Decision-Making**

To maintain a high level of trust and security, WorldOnMoto.com retains the full right to make decisions that may not be explicitly mentioned in these Terms and Conditions. These decisions will always be guided by the goal of ensuring the safety, integrity, and positive experience of the platform for all users.

## **21. Contact Information**

For questions or concerns about these Terms and Conditions, contact us at [support@WorldonMoto.com](mailto:support@WorldonMoto.com).