Tourispeak – Terms and Conditions of Use

Last updated: 16 November 2025

1. INTRODUCTION

- 1.1. The Tourispeak platform ("the Platform") is accessible via the website https://www.tourispeak.com, related mobile sites, and mobile applications, and is owned and operated by **Contact Center Development Services S.A.R.L.** ("Tourispeak", "we", "us", or "our"), a company incorporated in Morocco.
- 1.2. These Terms and Conditions are binding and enforceable against every person ("you", "your", or "user") who accesses or uses the Platform, whether as a visitor or as a registered user ("Registered User").
- 1.3. By visiting or using the Platform, you agree to comply with and be bound by the latest version of these Terms and Conditions.
- 1.4. Tourispeak reserves the right to update or amend these Terms at any time. Updated versions will take effect 24 hours after publication on the Platform. Continued use of the Platform constitutes acceptance of the updated Terms.
- 1.5. If you do not agree with these Terms and Conditions, you must discontinue use of the Platform and any associated services.

3. USER ACCOUNTS

- 3.1. Registration is free. Certain features (e.g., purchasing Tours, saving favorites, or creating content) require an account.
- 3.2. Users must provide accurate personal information, including a valid email address, and must be at least **18 years old** (or have parental consent where applicable).
- 3.3. You are solely responsible for maintaining the confidentiality of your login credentials and for any actions taken under your account.
- 3.4. Tourispeak reserves the right to suspend or delete any account suspected of fraud, misuse, or violation of these Terms.

4. CODE OF CONDUCT

4.1. Users and Guides agree not to upload, share, or communicate any material that is defamatory, illegal, obscene, infringing on third-party rights, or otherwise inappropriate.

- 4.2. Commercial solicitation, spam, or political campaigning is prohibited.
- 4.3. Tourispeak reserves the right to remove any content or suspend accounts that breach this Code of Conduct.

5. TOURS, PRICING, AND PAYMENTS

- 5.1. Some Tours are available free of charge; others may be purchased individually or through subscription bundles.
- 5.2. Prices are displayed in the user's local currency where possible. Tourispeak uses secure payment gateways such as **Stripe**, **Apple Pay**, or **Google Pay**. Tourispeak does not store payment details.
- 5.3. Refunds are only available in cases of technical failure preventing access to purchased content, and subject to investigation.
- 5.4. Tourispeak may offer **promotional codes**, **gift cards**, or **referral credits** that can be used toward future Tours. These are non-transferable and have a limited validity period.

6. LOCAL GUIDES AND MARKETPLACE CONTENT

- 6.1. Verified **Local Guides** may upload and monetize their own audio Tours. Guides must ensure their content is original, accurate, and compliant with local tourism laws.
- 6.2. By submitting content, you grant Tourispeak a non-exclusive, worldwide, royalty-free license to host, distribute, and promote your content within the Platform.
- 6.3. Tourispeak acts solely as an intermediary and is not responsible for the accuracy or quality of content created by Guides.
- 6.4. Tourispeak reserves the right to review, edit, or remove any submitted Tour that violates our quality or legal standards.

7. INTELLECTUAL PROPERTY

7.1. All materials on the Platform—including AI-generated content, text, images, logos, sound recordings, and software—are owned or licensed by Tourispeak and are protected by copyright and intellectual property laws.

- 7.2. Users are granted a **personal, non-exclusive, non-transferable license** to access and use the Platform for personal purposes only.
- 7.3. Reproduction, distribution, modification, or commercial use of Tourispeak content without written consent is strictly prohibited.

8. PRIVACY AND DATA PROTECTION

- 8.1. Tourispeak collects and processes user data in accordance with its **Privacy Policy** which complies with **Apple App Store**, **Google Play**, **GDPR**, and other applicable privacy regulations.
- 8.2. By using the Platform, you consent to such data collection and processing practices.

9. COOKIES

The Tourispeak website uses cookies and similar technologies to improve functionality and user experience. You may adjust your preferences via your browser or through the cookie settings available on our website.

10. DISCLAIMERS

- 10.1. Your use of the Platform and its content is entirely at your own risk.
- 10.2. Tourispeak and its affiliates make no representations or warranties regarding the accuracy, reliability, or completeness of the Tours or content available.
- 10.3. Tourispeak shall not be liable for any loss, damage, or injury arising from the use of the Platform or any content provided by third parties or Guides.

11. THIRD-PARTY LINKS

The Platform may contain links to external websites or services. Tourispeak has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party websites.

12. GOVERNING LAW AND DISPUTE RESOLUTION

These Terms and Conditions are governed by the laws of **Morocco**. Any dispute arising out of or in connection with the use of the Platform shall be resolved by amicable negotiation or, failing that, by the competent courts of Morocco.

13. CONTACT INFORMATION

For questions or concerns regarding these Terms and Conditions, please contact us at: **Contact Center Development Services S.A.R.L.**

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