

## GENERAL TERMS AND CONDITIONS

This HOTELBEDS website: [www.hotelbeds.com](http://www.hotelbeds.com) ("The Website") belongs to HOTELBEDS, S.L.U. (hereinafter referred to as "HOTELBEDS", hereby acting in its name and on behalf of any of its subsidiaries or holding company or any affiliate of its holding company) a legally-constituted Spanish travel agency, based at Complejo Mirall Balear, Camí de Son Fangos, 100 - Torre A, 5ª. Planta, 07007 Palma de Mallorca, Spain with Wholesale/retail licence number BAL- 512 M/D granted by the Ministry of Tourism, Government of the Balearic Islands (Spain), tax identification code B-57218372 and registered in the Mercantile Register of Mallorca (page PM-44863, volume 2007, and folio 118).

The travel organizer (hereinafter referred to as CLIENT) shall offer accommodation, transfers, excursions, tickets, car rental and other destination services (the "Travel Services") through the Website.

The following Terms and Conditions form the basis of the CLIENT's relationship with HOTELBEDS. Please read them carefully as they set out both HOTELBEDS and CLIENT's respective rights and obligations.

Any booking that the CLIENT makes through the Website is conditional on the CLIENT accepting these General Terms and Conditions, the legal statement and privacy policy (the "Terms and Conditions"). The Terms and Conditions form an integral part of the Website and cannot be separated from the general contracting conditions, operations or bookings. By visiting, using or ordering from the Website, the CLIENT and its user expressly agree to be bound by these Terms and Conditions and all applicable laws and regulations governing the Website and bookings transacted via the Website.

Access to the Website is strictly controlled by HOTELBEDS and HOTELBEDS reserves the right to change, modify, substitute or suspend or remove without notice any information or service from time to time.

If the CLIENT does not agree to be bound by the Terms and Conditions, the CLIENT must not proceed with the booking.

### **HOTELBEDS APPOINTMENT AS CLIENT'S AGENT**

This agreement for access to this program is entered into directly by and between HOTELBEDS and the CLIENT. The CLIENT appoints HOTELBEDS as its agent for the provision of travel intermediary services in all territories in which HOTELBEDS may from time to time operate and HOTELBEDS accepts such appointment.

The intermediary services that may be provided by HOTELBEDS to the CLIENT under this agreement shall include the request for availability, booking and confirmation of the accommodation services, transfer services, excursion services, and representative services or such other services as the Parties may from time to time agree.

HOTELBEDS will make use its best endeavours to get the confirmation from the service supplier selected by the CLIENT in accordance with the submitted booking request. Should the availability be confirmed by the service supplier and the CLIENT proceeds with the payment in accordance with these Terms and Conditions, HOTELBEDS will be able to confirm the booking to the CLIENT.

HOTELBEDS acts as the CLIENT's agent only in respect of all bookings HOTELBEDS makes on the CLIENT's behalf. HOTELBEDS accepts no liability in relation to any contract the CLIENT enters into or for any other services that the CLIENT books or for the acts or omissions of any service supplier or other person(s) or party(ies) connected with the CLIENT's booking. The service supplier's booking conditions will apply to the CLIENT's contract and prices and cancellation conditions shall be displayed when making each booking, dependant on prevailing conditions, availability and other factors. The Website will guide the CLIENT through the booking procedure.

### **WEBSITE USE**

- AGE AND RESPONSIBILITY

The CLIENT warrants that i) has made legitimate enquiries or bookings for the CLIENT or any other person for whom the CLIENT is legally authorised to act; ii) that its user of the codes is at least 18 years of age or over and have legal capacity to use the Website and to create a legally binding contract for the CLIENT and, iii) that all personal information submitted during the bookings process is correct and CLIENT accepts financial responsibility for all transactions made under CLIENT name or account.

➤ ACCESS CODES

Access codes (user names and passwords) to this program shall be given by HOTELBEDS to each CLIENT, including as many passwords as necessary for each personal user.

After initial access codes are used for the first time to access the HOTELBEDS booking service, each user of the registered CLIENT MUST change his/her personal password (initially provided by HOTELBEDS) to maintain absolute confidentiality, preference and independence when operating.

Access codes provided by HOTELBEDS are for the sole use of each CLIENT and personal user; no access code use may be transferred or disclosed to third parties including, but not limited to, representatives or subsidiaries of the CLIENT.

Each CLIENT and the personal user are directly responsible for the use of their own access codes, which must not be shared with other users nor disclosed by any means. In the event of improper use thereof, such access codes shall be withdrawn; sales will immediately be stopped and fraudulent bookings will be cancelled. In the event HOTELBEDS or CLIENT detects fraudulent or improper use of the access codes by the CLIENT, including its current and former employees, HOTELBEDS reserves the right to take any legal action pursuant to the protection of its legitimate interest and claim the cancellation costs of the fraudulent bookings from CLIENT.

For reasons of security, HOTELBEDS reserves the right to change the access codes of the CLIENT so long as such changes shall not disrupt the use of the system by said CLIENT, and that sufficient notice of the planned change(s) is received by said CLIENT. In addition, the CLIENT should change the access codes from time to time for security reasons, especially every time one user is no longer employed by the CLIENT.

➤ BOOKINGS: HOW TO BOOK HOTELBEDS TRAVEL SERVICES.

Simply search for the chosen Travel Service (accommodation, tour programmes, transfer, excursion, ticket, car rent and other destination services), the service supplier (concrete Hotel, etc.) at the desired destination, booking pax and dates, then proceed to the final booking page. Details of CLIENT selection will be featured at the Website. The CLIENT shall carefully check the dates, the price, the destination and the service supplier details before completing the booking. Information relating to the cancellations policy, costs and details applicable to the booking will also be displayed during this process.

HOTELBEDS system only allows individual bookings. Unless SUPPLIER'S policy has a higher threshold (in which case such higher threshold shall apply) the CLIENT is only permitted to book up to 5 rooms per stay for an individual booking. Should the CLIENT submit a booking of 6 or more rooms per stay, either in one or several individual bookings, then this will be considered a "Group Booking". Group Bookings will be subject to confirmation by the Hotel and may result in modification or cancellation of such booking or booking terms at the Hotel's discretion.

To confirm a booking, the user must be authorised to make the booking by the CLIENT and by all persons named on the booking and their parent or guardian for all party members who are under 18 when the booking is made. By making the booking, the CLIENT is confirming that all persons named on the booking accept the Terms and Conditions and that the CLIENT will inform the other persons named on the booking of the confirmation details and any other appropriate information. By making the booking the CLIENT also become responsible for making all payments due to HOTELBEDS.

Once HOTELBEDS has received the CLIENT booking and all appropriate payments, HOTELBEDS will, subject to availability, confirm the booking once the service supplier concerned confirms to HOTELBEDS. HOTELBEDS will confirm by issuing a confirmation e-mail containing a booking voucher.

The booking request will not be confirmed by HOTELBEDS and the transaction is not considered completed until the CLIENT has paid on time the full price of the services, irrespective of whether the consumer, intermediary or the remaining interested parts, have paid the referred price to the CLIENT. Therefore, HOTELBEDS will confirm the booking once the full price is paid by the CLIENT.

Except where the parties have agreed on payment terms in a financial agreement, under no circumstances will the booking be deemed complete until the CLIENT has paid HOTELBEDS the price of the services, independently of the consumer, intermediaries or other parties concerned having paid the aforementioned price to the CLIENT. Consequently, HOTELBEDS will only confirm the bookings once the payment has been made in full to HOTELBEDS.

CLIENT shall check the booking voucher carefully as soon as the CLIENT receives it and contact the HOTELBEDS customer services immediately if any information which appears on the booking voucher or any other document appears to be incorrect or incomplete. As HOTELBEDS acts only as CLIENT's travel agent, HOTELBEDS will have no responsibility for any errors in any documentation except where those errors were made by HOTELBEDS while processing the booking.

Such a voucher or booking confirmation shall include:

- Booking code
- General booking details
- Breakdown of amount and/or invoice to be paid by CLIENT to HOTELBEDS (or subsidiaries/affiliates)
- Voucher or deliverable documents. The documents provided by HOTELBEDS are for the sole reference of the CLIENT. The voucher for the consumer MUST be issued by the CLIENT and it must indicate that it is payable by the company designated in the documents issued by HOTELBEDS unless otherwise agreed in writing with HOTELBEDS, including the following wording: "Payable through [*the appropriate Hotelbeds company that corresponds to the destination booked*], acting as agent for the service operating company". The consumer shall present the CLIENT's voucher with HOTELBEDS' reference at the service supplier/accommodation establishment upon check in.

If a cancellation has occurred immediately after the confirmation of the booking, the voucher will become invalid. Consequently the booking will be deemed invalid by Hotelbeds and the service supplier. Moreover if the service supplier renders the services, Hotelbeds shall not be responsible for its payment.

➤ **IMPOSSIBILITY OF HANDWRITTEN SIGNATURE**

Due to the special characteristics of the electronic commerce, the CLIENT agrees that a handwritten signature would not be possible for this transaction. The CLIENT also agrees to be bound by accepting of the Terms and Conditions of the Website upon making the booking.

**GENERAL**

The CLIENT is responsible for ensuring that these Terms and Conditions are brought to the attention of, and agreed with, their consumers, intermediaries, and all other interested parties, prior to entering into any agreement with those parties to which these Terms and Conditions might apply.

Upon making any business transaction via the Website, the CLIENT accepts that these Terms and Conditions apply to each and every transaction.

CLIENT is obliged to provide the Retail Agency or, if applicable, the consumer, the following data:

- What is included and not included in the price of services.
- The regulations and consequences of a no show by the consumer at the establishment, of regulations regarding cancellations, annulments and modifications, as well as of any possible name changes of the Hotel plus the possible existence of stay taxes.
- That all the users, including children must have current personal and family documentation, either passport or National Identity Document, as required by the country or countries visited.
- All extra services (special meals, extra beds, cots/cribs etc).

- CLIENT is also obliged to provide a voucher for the services that contains the following wording: "Payable through [the appropriate Hotelbeds company that corresponds to the destination booked], acting as agent for the service operating company".

The consumer shall be liable for obtaining the documentation required at destination, such as visas, ID's, passport, medical documents, etc. and HOTELBEDS shall not be liable for any circumstance or expense incurred due to lack of documentation or non-compliance of requirements.

That for all intents and purposes, regarding transport by land, it is understood that the user shall carry with him/her all their luggage and personal belongings, irrespective of the location within the vehicle where these are stowed, and that such luggage and personal belongings are carried at user's own risk. Users are recommended to be present during handling, loading and unloading of luggage.

With regard to transport of luggage by air, by rail, by sea or by river, the general Terms and conditions applicable to transportation companies shall apply, with the ticket being the binding document between the aforementioned companies and the passenger. In the event of any damage or loss, the consumer shall at that time make a claim to the Transport Company.

In any case HOTELBEDS will not be responsible for the passenger's luggage.

Whenever the European Package Travel Directive 90/314 EEC must be applied due to the intention to include any of the Travel Services provided by HOTELBEDS in a Package Travel, CLIENT undertakes to strictly comply with the Package Travel Directive 90/314 EEC and/or any legislation that develops, adds to and, when appropriate, replaces them, delivering or enabling the delivery of all the appropriate information to the consumer, requesting its signature and approval on the package travel conditions when necessary.

#### **WARNING – USA RESTRICTIONS ON TRAVEL TO CUBA**

No Bookings for Travel Services in Cuba shall be facilitated, arranged or made by or through HOTELBEDS USA Inc. The CLIENT hereby acknowledges that travel to Cuba by citizens and residents of the United States, is subject to the laws of the United States pertaining to the U.S. embargo of Cuba and requires a license by the United States Government. No refunds will be made or liability incurred with respect to any travel arrangements made by citizens or residents of the United States without required licenses.

#### **WARNING – OTHER COUNTRIES/TERRITORIES POTENTIALLY SUBJECT TO RESTRICTIONS**

All bookings for locations subject to sanctions by the United States, European Union or other countries must be consistent with applicable restrictions. No refunds will be made or liability incurred with respect to any travel arrangements, or related payment arrangements that are prohibited under applicable law.

#### **FOR CLIENTS BASED IN THE UNITED STATES:**

For statistical purposes only, HOTELBEDS shall provide CLIENT, via a separate email, a chart with an estimated percentage of the sales tax rates applicable to each hotel of HOTELBEDS' hotels portfolio. This estimated tax percentages is non-binding and is based on tax and price information provided to HOTELBEDS by its independent third party suppliers. HOTELBEDS makes no representation regarding the accuracy, truth, quality, suitability, or reliability of any such information. The tax information and rates included in the estimate may not be the actual taxes imposed upon CLIENT, should not be interpreted as the taxes HOTELBEDS actually pays and are subject to revision and change by the applicable tax authorities, without notice. Therefore, the use and reliance of this information by CLIENT is strictly voluntary and CLIENT hereby releases HOTELBEDS from and against all liabilities and penalties imposed upon CLIENT for doing so.

#### **PRICES**

The prices offered on the Website are confidential and may not be disclosed.

Payment will be made in EUROS or in the national currency applicable at that time with the exchange rate between EURO/new currency effective at the day of payment. Any and all payments made regarding travel to Cuba must be made in EUROS.

Prices quoted on the Website are net prices (non-commissionable) including all indirect taxex (GST, ITBIS, VAT or other similar taxes) except any tourist/stay tax, which will be payable by the consumer at the airport/hotel; therefore, the price paid by the CLIENT shall include all indirect taxes but the ones specified above. Any increase or change in the applicable tax will be directly added to the prices offered in these Terms and Conditions.

- Hotels and other accommodation establishments: Prices quoted are per person per night or per unit per night.
- Transfers and excursions. Prices quoted are per person per service.
- Car rental. Prices quoted are per vehicle per day.
- Tickets. Prices quoted are per show or event.

Prices quoted on the Website are directly generated by the system. The CLIENT shall be invoiced according to current prices at the time of online confirmation of booking.

Both price and availability of the selected service may be subject to change before confirmation of the booking.

Prices quoted on the Website are net rates (except for those previously agreed) depending on daily availability, and as such may be subject to variations for the following reasons:

- Due to foreign currency fluctuations with regard to the exchange rate applied to confirmed bookings. In this case, the exchange fluctuation shall only affect the price when the variation in the rate of exchange exceeds 3%.
- Accommodation establishments. In the event of Trade Fairs, special events or new special conditions of the establishment.

Block booking of accommodation bookings for future sales is forbidden under any circumstances or at any time. HOTELBEDS reserves the right to cancel any bookings made for this purpose without liability.

As well, the CLIENT agrees not to use HOTELBEDS' prices appeared on the Website to contact HOTELBEDS' suppliers disclosing such prices for the purpose of negotiating new rates and/or any other meaning, in this event, CLIENT shall indemnify HOTELBEDS and HOTELBEDS will notify the supplier the illicit use of the rates by CLIENT.

In order to allow HOTELBEDS to comply with its contractual obligations with hotels and other service providers, it is also the CLIENT's responsibility to inform HOTELBEDS of their source selling markets, that is, markets from which HOTELBEDS product will be sold. Once HOTELBEDS has this information and has in turn informed the CLIENT of prices and rates applicable to the stated source markets, in order to allow HOTELBEDS to comply with its contractual obligations with hotels and other service providers, the CLIENT agrees not to apply said pricing to any other source market. Should the CLIENT wish to sell HOTELBEDS product in other source markets, they must inform HOTELBEDS of this and they will therefore be informed of the applicable prices for that source market.

As a consequence of the above, the prices offered therein are for sale within the CLIENT's own market to the exclusion of any other. Sales to any other markets shall only be possible by prior request and with the express authorisation thereof by HOTELBEDS, **based on the hotel's/service provider's instructions**.

#### ➤ THE PRICE INCLUDES

All services, products and fees agreed upon via the Website.

Hotels and other accommodation establishments: Service as specified in the booking confirmation, with the exception of those accommodation establishments in which the inclusion of other services is specifically indicated. In most hotels the earliest check-in time is after 14:00 hours, and the latest check-out time on date of departure is 12:00 hours.

Transfers and excursions: In most cities, these are held not as a complementary and/or additional service to accommodation, but as an independent service.

Car rental: Service as specified in special Terms and Conditions to be applied.

Vacation Rental: Service as specified in the booking confirmation.

The CLIENT shall be liable for their consumer's reconfirmation of flights directly with airline and/or other services and for advance notice to receiving agents at destination of any changes in flights and/or flight times in the event that there has been a modification of the reserved flight(s).

The CLIENT shall be liable for ensuring that the flights and times given to HOTELBEDS are correct, and where other services are required, these shall be organised based on the data provided by the CLIENT.

➤ **THE PRICE DOES NOT INCLUDE**

Any service not specified in the booking confirmation.

Accommodation services: any extra services are not included such as telephone calls, insurance, laundry service, minibar, parking, etc. which shall be paid directly by the consumer.

Vacation Rental: the following items could be excluded from the price (i) Any refundable deposits which may be required by properties, (ii) non-refundable fees for services (i.e. cleaning services, wifi, etc) and (iii) local taxes. These should be paid by customer at arrival if applicable. Any of these items should always be informed at the time of booking and written in the voucher.

#### VACATION RENTAL SERVICES

Some countries require that customers make a formal registry at the properties and in these cases customers will be required to show their ID/passport.

Some properties require a refundable deposit and payment of non-refundable fees for services by final customer in destination. In case this is applicable, it will be informed at the time of Booking and this information will be shown in the voucher. Properties will manage their procedures for return of the deposits, HOTELBEDS has no responsibility over this process.

Rating of each property has been done by HOTELBEDS following internal procedures, this categorization may not follow the same standards as for hotels.

Maximum capacity of each property is informed at the time of booking, the properties reserve their right not to provide the services if number of guests exceeds the maximum capacity as well as to evict customers from property.

The vacation rental properties are intended for vacation use, other uses (i.e. business uses, party planning's, etc) are prohibited.

Each property has its own pet's policy, please refer to the information shown at the time of booking.

Cancellation policies for Vacation rental may vary from property to property. The applicable cancellation policy will be informed at the time of booking and be shown in the voucher.

#### **UNAUTHORISED ROOM BLOCKS**

Holding Room Blocks is considered as prohibited behaviour.

The use of the HOTELBEDS booking engine is limited to Free Independent Traveller/Tourist (FIT) bookings and as such our database inventory is protected against any other unauthorized use

The blocking of multiple rooms or services with unconfirmed names, ensuing name changes or cancellation within 45 days of arrival is prohibited, due to database inventory restraints.

Should any such blocks be detected, HOTELBEDS reserves the right to deny and cancel said bookings.

## **MEANS OF PAYMENT**

All services must be paid before cancellation fees are applied. If no payment is made before incurring cancellation fees, the booking will be automatically cancelled. In the event of non-refundable bookings and bookings made at the time they accrue cancellation fees, they shall be paid at the moment of booking.

The booking request will not be confirmed by HOTELBEDS and the transaction is not considered completed until CLIENT has paid in time the full price of the Travel Services, irrespective of whether the consumer, intermediary or the remaining interested parts, have paid the referred price to CLIENT. Therefore, HOTELBEDS will confirm the booking once the full price is paid by CLIENT.

Invoices must be paid in full. No deductions by CLIENT are allowed. Any disagreement regarding the invoice must be communicated to HOTELBEDS within 20 days as of issue thereof. Any disagreements communicated subsequently shall not be considered.

Payments shall be made in the currency appearing on the invoice, in any of the following ways:

- Bank transfer. For payments by bank transfer the CLIENT shall send to HOTELBEDS, 72 hours before cancellation fees are applied, the SWIFT reference, stating clearly the bank account number and the effective date of payment, being CLIENT's responsibility that this bank receipt is delivered to HOTELBEDS within the required deadline.
- Credit card. For credit card payments, the CLIENT shall include all required information in the system. The CLIENT is responsible for the veracity of the information it provides to HOTELBEDS.

In the event that payment for the booking is not received by the date and method agreed or that there is a failure to fulfil all requirements, HOTELBEDS may automatically cancel the bookings with no right on the part of CLIENT and/or the consumer to claim any service provision or amount whatsoever from HOTELBEDS on account of such an annulment.

HOTELBEDS shall receive the net price timely and the CLIENT hereby assumes any cost or expenses that may arise for the payment. Therefore, any deficiency in payment arising from bank charges or as a result of currency conversion shall be paid by the CLIENT.

HOTELBEDS shall be entitled to claim for and receive payment of any expenses which have been incurred by HOTELBEDS, in addition to full settlement with interest (EURIBOR + 1.5 points per annum), for any unpaid amount with respect to the services provided except in the case of disputed charges.

HOTELBEDS hereby acknowledges that it is responsible for the security of cardholder data that HOTELBEDS possesses or otherwise stores, processes, or transmits on behalf of the consumer, or to the extent they could impact the security of the consumer's cardholder data environment.

## **TERMS AND CONDITIONS FOR THE PROVISION OF SERVICES**

These Terms and Conditions do not supersede but complete and add to the provisions on this Agreement.

### ➤ GENERAL

The end consumer shall be liable for obtaining the documentation required at destination (such as visas, ID's, passport, medical documents etc.) and HOTELBEDS shall not be liable for any circumstance or expense incurred due to lack of documentation or non-compliance with any requirements.

It is understood that the end consumer shall carry with him/her all his/her luggage and personal belongings when travelling by land, irrespective of the location within the vehicle where these are stowed, and that such luggage and personal belongings are carried at his/her own risk. End consumers are recommended to be present during handling, loading and unloading of any items of luggage.

With regard to transport of luggage by air, by rail, by sea or by river, the general terms and conditions applicable to the applicable transportation companies shall apply, with the ticket being the binding document between the aforementioned companies and the end consumer. In the event of any damage or loss, the end consumer shall at that time make a claim to the applicable transportation company.

In any case HOTELBEDS will not be responsible for the end consumer's luggage.

➤ ACCOMMODATION SERVICES

Children

Special conditions for children are agreed upon with each service provider and are not based on any one criteria; therefore, and given that each accommodation establishment/supplier applies its own special conditions or discounts, the end consumer shall enquire about this point when making his/her booking.

Accommodation services: Such discounts or special conditions must be understood as applicable only when children share a room with 2 adults.

COTS (UK) /CRIBS (US) – Cots/cribs and its availability is subject to the accommodation establishment's confirmation. In the event that this service is required, please indicate this when making the booking, as some accommodation establishments have a limited availability of such items. This extra service can be paid by the end consumer directly at the accommodation establishment, if required.

Third Person in Accommodation Services

Almost all accommodation establishments will treat a booking for a third person as a double room with an extra bed. The end consumer shall consult the supplement and/or discount applicable for an extra bed to be occupied by an adult, as this varies depending on the accommodation establishment. There are accommodation establishments with very few available extra beds, so it is imperative that the end consumer ensures their availability when making his/her booking. Failure to do this may result in non-availability of the extra bed at the accommodation establishment, with no right to claim any service provision or amount whatsoever from HOTELBEDS.

No Show in Accommodation Services

No show by the CLIENT's end consumer at the accommodation establishment without prior warning shall be considered a cancellation.

HOTELBEDS shall inform the CLIENT of charges payable, which may range from the cost of one night to 100% of the cost of the booking.

Modifications

Unless expressly authorised by HOTELBEDS, the CLIENT shall not be allowed to reduce the reserved period of stay or requested service, nor change the names of the end consumer once booking has been confirmed.

Any such changes shall be deemed to be a cancellation of the booking.

Modifications to extend the reserved period shall be subject to availability; in the event of an extension, the price shall be modified accordingly.

Cancellations

In the event of withdrawal of the Travel Service purchased, the CLIENT shall have the right to be returned all amounts paid with deduction of the amounts, if any, which may have accrued in terms of cancellation charges.

Cancellation costs may vary depending on the destination, dates and relevant accommodation establishment.



If for exceptional reasons the cancellation is not made via the Website, it must be sent in writing to HOTELBEDS detailing the destination and booking number. HOTELBEDS shall send an acknowledgement of receipt and inform of all the charges, if any, which may be applicable. The CLIENT shall be responsible for obtaining the confirmation and/or acknowledgement of receipt of the cancellation of the booking by HOTELBEDS. Any charges for cancellations made directly by the consumer with the accommodation establishment which are charged by the supplier to HOTELBEDS shall be paid, in turn, by the CLIENT to HOTELBEDS.

Claims for reimbursement by an end consumer leaving the accommodation establishment before the reserved departure date (early check-out), must be addressed to HOTELBEDS within 20 days of the effective date of departure, together with written confirmation from the accommodation establishment of time and date of departure.

For no-shows or early check-outs, the accommodation establishment may charge the full amount of the original booking, in which case reimbursement to the end consumer shall not apply.

Bookings made via the XML Integration may be cancelled by request of either Party with no penalty whatsoever in a Force Majeure event (as defined in this Agreement), which may affect the various destinations and, specifically, the location of the accommodation establishment at destination, as well as the country of origin of the end consumers.

#### Important

- Throughout the year, some accommodation establishments may change name or trade name, which shall not be construed as a change of accommodation establishment or modification of the booking.
- In some countries, there is a local tax known as "visitors' tax", "city tax" "tourist tax" (or similar) and other fees including (but not limited to) resort fees or service charges, which shall be paid directly by the end consumer at the accommodation establishment and/or at the airport. HOTELBEDS shall use reasonable endeavours to provide, at the time of booking, an estimation of the applicable fees and/or local tax(es) attributable to each individual booking and payable at the time of booking and/or locally on arrival ("Local Tax/Fee Estimation"). Notwithstanding the foregoing, HOTELBEDS does not warrant that the Local Tax/Fee Estimations shall be accurate and the CLIENT acknowledges and agrees that the Local Tax/Fee Estimations are provided as estimates only. The CLIENT further acknowledges that Local Taxes and Fee Estimations, may change from time to time. As a result, HOTELBEDS cannot be held liable for any loss, costs or damages incurred as a result of the provision of such Local Taxes/Fee Estimations. Confirmation of and the accuracy of the Local Taxes/or Fee Estimations is ultimately the responsibility of the CLIENT.
- The categories of the accommodation establishments have been provided by the accommodation establishments themselves and are in accordance with specific regulations applicable in each country. An accommodation establishment in one country, therefore, may not be similar in terms of services and quality to an accommodation establishment in another, despite belonging to the same category.
- HOTELBEDS provides the information supplied by the accommodation establishment regarding the existence of works of refurbishment or renovation of the establishment, as well as duration thereof. HOTELBEDS shall not accept claims for works about which it has not been informed or which extend beyond the planned date of conclusion thereof.
- In some countries the legal adult age may differ depending on the relevant local legislation. It will be the sole responsibility of the end consumer to ensure that he/she is at least of legal age in order to check in to the accommodation establishment.
- Most accommodation establishments may request a holding deposit on credit or debit card from end consumers upon arrival at the accommodation establishment for incidental charges incurred during the end consumer's stay, including but not limited to, long distance telephone charges, room service, resort fees, in-room movies, damage or theft of property belonging to the accommodation establishment, mini bar usage and other such amenities. The CLIENT is obliged to inform about this requirement to end consumers.

#### **FOR CLIENTS BASED IN THE UNITED STATES:**

For statistical purposes only, HOTELBEDS shall provide CLIENT, via a separate email, a chart with an estimated percentage of the sales tax rates applicable to each accommodation establishment in HOTELBEDS' portfolio of accommodation establishments. The estimated tax percentages are non-binding and are based on tax and price information provided to HOTELBEDS by its independent third party suppliers. HOTELBEDS makes no representation regarding the accuracy, truth, quality, suitability, or reliability of any such information. The tax information and rates included in the estimate may not be the actual taxes imposed upon CLIENT, should not be interpreted as the taxes HOTELBEDS actually pays, and are subject to revision and change by the applicable tax authorities, without notice. Therefore, the use and reliance of this information by CLIENT is strictly voluntary and CLIENT hereby releases HOTELBEDS from and against all liabilities and penalties imposed upon CLIENT for doing so.

➤ CAR RENTAL SERVICE

The car rental reservation services will only be available through the access to HOTELBEDS' website. A car rental reservation (whether confirmed or not) through HOTELBEDS' website does not constitute a contract for the supply of vehicle rental services. A contract will be entered into between the end consumer and the car rental company at the time of rental and will be governed by the laws of the country of rental.

The car rental service contract is entirely between the end consumer and the car rental company.

The car rental reservation XML integration is provided by HOTELBEDS' affiliate company, Micronnexus GMBH (trading under the commercial name "Carnect"). The CLIENT agrees to enter into a separate commercial agreement with Carnect which will regulate the conditions for such integration.

➤ TRANSFER SERVICE

The following additional Terms and Conditions apply to the CLIENT's booking transfer services through HOTELBEDS system.

HOTELBEDS agrees to carry the end consumer and his/her luggage on the journey permitted by the Travel Services booked with HOTELBEDS, subject to these special Terms and Conditions of carriage and any special conditions applicable to the services booked.

Up to the date of the service provision, the CLIENT has the responsibility to keep HOTELBEDS informed and up to date on flight/train/boat arrival and departure times, and any other services that may be required will be organised based on the information that the CLIENT provides. If the information supplied is incorrect, HOTELBEDS will not be held liable and may not be able to guarantee correct service provision.

HOTELBEDS is not obliged to carry any child under the age of 14 unless that child is accompanied by a responsible person aged 16 or over. In some destinations children under the age of 2 may be charged a fee for occupying a seat, in others said child may travel free if accompanied by a full fare-paying passenger over the age of 16. Children over the age of 2 require a booking to be made for them.

Child restraint systems: HOTELBEDS will take all reasonable measures to ensure that its suppliers confirm availability of child restraint systems sufficiently in advance. Additional charges may apply. Child restraint regulations differ across the world. The Client shall verify those regulations in the destination of the end consumer's transfer and act accordingly in order to avoid mishaps on the spot.

The service booked may only be used by the end consumer(s) named on the booking or for whom it has been purchased, and may not be transferred to or used by anyone else. The end consumer that requests the XML booking-form must have the authority to do so from all the other travellers in the group and confirm that the people named on it accept the booking conditions, and is responsible for the full cost of the service, including any cancellation or amendment charges. He/she will inform other members of the party of confirmation details and any other appropriate information.

Bookings. Booking requests for transfers must be made at least 48 hours before transfer time. Communication of the confirmation of the booking shall be made via the XML Integration of HOTELBEDS.

Once the transfer booking is completed, a voucher with the reference number will be displayed on the screen. The voucher must be printed and presented as proof of booking. The end consumer shall check

that the information included is correct, otherwise HOTELBEDS should be contacted immediately. HOTELBEDS will not accept any liability in case the end consumer is not in possession of the printed bonus.

Voucher. The voucher will show all the information necessary to reach the boarding point. The voucher will also show a contact telephone number of the supplier and HOTELBEDS for checking the booking and informing about contingencies.

HOTELBEDS advises the end consumer to request transfer service confirmation no less than 24 hours before service time.

Modifications. The destination and pick-up addresses on the voucher are the addresses where the end consumer will be delivered and picked up. Any modifications to a booking requested by the end consumer will be subject to an administration charge as well as any change in the rate to be charged if the collection point is more than two kilometres from the booked collection point. HOTELBEDS also reserves the right not to provide the service if the service is very different from the original Travel Service booked. Modifications made less than 48 hours prior to the time of travel will be subject to confirmation and may incur additional charges depending on applicable cancellation policies. HOTELBEDS must be informed of any modifications to the flight number.

Cancellation. End consumers are entitled to cancel the transfer through the HOTELBEDS system. Cancellations must be made at least 48 hours before the time of travel. HOTELBEDS will refund the money subject to the cancellation policy.

No reimbursement to the end consumer shall be made in the event of cancellation less than 24 hours before the time of travel.

No-shows. A no-show by the end consumer without prior warning shall be considered a cancellation.

HOTELBEDS shall inform the CLIENT of charges payable which may vary up to 100% of the amount of the booking.

Information for the booking of the transfer service is provided by the CLIENT. The voucher must be checked for errors.

The end consumer must take the voucher with him/her whenever he/she travels on a service, and must produce the voucher for inspection when requested. The end consumer must take care of the voucher.

Spoiled or tampered vouchers. If the voucher is spoiled or tampered with it will be invalidated and if the end consumer travels with it, he/she will be considered to have travelled without a voucher.

If the voucher is spoiled or tampered with before travelling, then HOTELBEDS may replace it with proof of purchase, passenger identity, and a reasonable explanation as to why the voucher was spoiled or tampered with.

The end consumer must make sure he/she is on the correct service and meets any service on which the end consumer is travelling at the relevant boarding point.

The end consumer should arrive at the boarding point for a service at least 10 minutes prior to the scheduled departure time for that service.

If the end consumer arrives later than the scheduled departure time, HOTELBEDS may give the seat to another end consumer, in which case the first-mentioned end consumer will be considered to have missed the service. HOTELBEDS shall not be liable to the end consumer if he/she misses any service or suffers any loss, economic or otherwise, as a result of his/her late arrival, and shall not be obliged to hold up any service to wait for the end consumer, or to provide a seat on any other service if the end consumer misses a service.

All transfers will be carried out on the day stated on the voucher. The end consumer must allow plenty of time in order to arrive in time to connect with air travel services or other forms of transport provided by other carriers.

Airlines suggest that end consumers be at the airport at least 2 hours before the scheduled departure time of their flight.

If the end consumer misses his/her flight or it is delayed, HOTELBEDS can provide the end consumer with a document he/she may require for insurance purposes (if subscribed) to cover the costs of the new transfer. Additional costs may have to be assumed by the end consumer.

Notwithstanding the aforesaid, transfers from the airport may be automatically delayed if the flight suffers a delay.

The end consumer undertakes to comply with the particular rules established by the transfer Travel Service supplier during the transfer service.

#### Luggage

End consumers are entitled to ONE SUITCASE and ONE piece of hand luggage each. Any excess luggage must be declared at the time of booking. The service provider may charge a fee for any excess luggage.

HOTELBEDS must be informed of items such as, but not limited to sports equipment (golf clubs, skis, windsurf boards etc.) and electric wheelchairs. Any voluminous item will be subject to an additional charge, except for voluminous items needed by their owners for personal disabilities, such as electrical wheelchairs. Extra charges may be made at HOTELBEDS' absolute discretion and depending on the transfer supplier and the destination. Such extra charges must be paid before departure otherwise HOTELBEDS may refuse transport of the aforementioned items.

Luggage must be clearly labelled with the end consumer's name and destination address.

It is understood that the end consumer shall carry with him/her all his/her luggage and personal belongings, irrespective of his/her location within the vehicle where these are stowed, and that such luggage and personal belongings are carried at end consumer's own risk. End consumers are recommended to be present during handling, loading and unloading of luggage.

#### Transfer Service

HOTELBEDS reserves the right (and delegates to its drivers and appointed agents the right) to refuse to carry any person who is thought to be under the influence of alcohol or illegal drugs and/or whose behaviour is considered to pose a threat to the driver, the vehicle or the other passengers. Under these circumstances HOTELBEDS reserves the right to refuse any reimbursement and no alternative transfer service will be provided.

End consumers are not allowed to consume alcohol on any of the vehicles. The one exception to this rule is when it has been agreed in writing by HOTELBEDS with end consumers utilising a Limousine. In such cases reasonable amounts of alcohol consumption during the transfer is allowed. Smoking is not permitted, except where express permission has been given by the driver.

The end consumer(s) shall be responsible for all damages caused in the event of abnormal or vandalising behaviour.

#### Confirmation of departure pick-up and location.

End users are recommended by HOTELBEDS to use all the options provided on their voucher to confirm their pick-up time and location. If end consumers do not confirm the pick-up service, it may be cancelled by the service provider and no-show charges applied.

In the exceptional circumstance of end consumers failing to obtain the pick-up time and location, it can be verified at [www.checkpickup.com](http://www.checkpickup.com).

If during their stay at the destination end consumers are diverted to another accommodation establishment, the pick-up and location of the transfer may vary, which should be confirmed by telephone in advance. The service provider may apply additional charges.

Pick-up and drop-off point.

HOTELBEDS will not accept any liability whatsoever (including but not limited to alternative transport costs and telephone calls) if end consumers are not at the pick-up point assigned at the specified time on their reservation voucher.

In some destinations, service providers cannot guarantee that transfer pick-ups and drop-offs will be to and from the accommodation establishment's entrance. HOTELBEDS will inform end consumers of this circumstance on their vouchers and during the reservation process. The pick-up and/or drop-off point may also vary as a result of specific limitations in the area where the accommodation establishment is located, such as traffic restrictions, pedestrian areas, roadworks, traffic conditions, etc. When any such restrictions occur, the vehicle will stop at the nearest pick-up and/or drop-off point accessible to the accommodation establishment.

Arrival services – Delays

In the event of delays at customs or during baggage reclaim, the end consumer must contact the service provider as soon as possible, using the telephone numbers provided on the service voucher. HOTELBEDS cannot guarantee that the transfer service will be provided if the waiting time exceeds the length of time contracted, and the service provider may classify the delay as a no-show.

If the transfer service pick-up point is at an airport, port or railway station, and the flight, boat or train is diverted, delayed or cancelled, HOTELBEDS recommends end consumers to contact the service provider using the telephone number provided on the transfer voucher.

HOTELBEDS will do everything in its power to adapt the changes that need to be made to the new situation. HOTELBEDS accepts no liability in the event of the service provider applying additional charges as a result of any change in the pick-up dates.

Private transfers: If the information supplied by the CLIENT and/or end consumer is accurate and updates are provided up to the date of the service, the service provider will check the status of the flight, boat or train in the event of any delay, and will arrive at the pick-up point at the updated arrival time.

If the end consumer's flight, boat or train is delayed by up to three hours from the estimated arrival time, the service will be provided in accordance with the updated time on the day of the service.

If the end consumer's flight, boat or train is delayed by more than three hours from the estimated arrival time, or it is cancelled or diverted, leading to an arrival time more than three hours after the originally estimated time, the end consumer must contact the service provider to confirm the new arrival time and availability of the service. In this case, the service provider may apply an additional no-show charge up to the full cost of the reservation.

Shared transfers: The transfer provider is not responsible for confirming arrival times of the flight, boat or train. In the event of any delay, cancellation or diversion, the end consumer must contact the service provider, which will then allocate the service to the next departure vehicle available (subject to availability and times of service). HOTELBEDS will not be held liable in the event of any additional charges as a result of the end consumer's relocation, or as a result of having to search for an alternative service due to this circumstance

Departure services - Waiting time.

Transfer times are calculated depending on the traffic and number of stops *en route*. When booking a shared transport service, the travel time may be longer to allow for several stops to pick up/drop off passengers. Pick-up for a shared transfer service to the airport may be some hours before your flight.

If the end consumer's transfer has not arrived at the assigned pick-up point 15 minutes after the previously confirmed pick-up time, and the end consumer has followed the procedure stipulated on the voucher by calling the transfer provider to request the service, the end consumer must seek an alternative method to travel to the airport, in order to mitigate any possible financial losses. The end consumer must obtain a receipt for the alternative transport to the airport, and send it to HOTELBEDS. HOTELBEDS will conduct an investigation with the service provider to clarify the situation and determine liability for the parties, and the full cost of the alternative transport service may then be reimbursed. HOTELBEDS will not be held liable for any additional costs in the event of the flight, boat and/or train being missed.

#### Liability

HOTELBEDS shall use reasonable endeavour to ensure that vehicles arrive on time to begin the period of hire and that they reach their destination on time. Vehicles are fully insured for passenger and third-party claims, as required under local laws.

If HOTELBEDS were to fail for any reason within its control to deliver the end consumers to their confirmed destination, HOTELBEDS will provide suitable transport such as another coach, private car, taxi etc. Any reimbursement made by HOTELBEDS for the costs of an alternative means of transport incurred by the end consumers to reach their ticketed destination shall be no more than the cost of reaching that destination by taxi.

HOTELBEDS shall have no liability for any delay or failure to carry the end consumer or for breach of contract when caused by a Force Majeure Event.

HOTELBEDS' maximum liability to the CLIENT and/or end consumer(s) for any reasonable and foreseeable loss, damage or liability which the end consumer(s) may suffer or incur as a result of HOTELBEDS' failure, breach of contract, or the deliberate or negligent acts or omissions of any of HOTELBEDS' employees, shall be limited to the booking price for the transfer booked.

#### ➤ VACATION RENTAL SERVICES

Some countries require that end consumers make a formal registry at the accommodation establishments and in these cases end consumers will be required to show their IDs/passports.

Some accommodation establishments require a refundable deposit and payment of non-refundable fees for services by end consumer in destination. In case this is applicable, it will be informed at the time of booking and this information will be shown in the voucher. Accommodation establishments will manage their procedures for return of the deposits, HOTELBEDS has no responsibility over this process.

Rating of each accommodation establishment has been done by HOTELBEDS following internal procedures, this categorization may not follow the same standards as for accommodation establishments.

Maximum capacity of each accommodation establishment is informed at the time of booking, the accommodation establishments reserve their right not to provide the services if the number of end consumers exceeds the maximum capacity as well as to evict end consumers from their property.

The vacation rental properties are intended for vacation use, other uses (including but not limited to business uses, party plannings) are prohibited. Each accommodation establishment has its own pets policy. The Client and the end consumers shall refer to the information shown at the time of booking.

Cancellation policies for vacation rental may vary from accommodation establishment to accommodation establishment. The applicable cancellation policy will be informed at the time of booking and be shown in the voucher.

#### **CLAIMS & LIABILITY. DISCLAIMER**

##### ➤ CLIENT'S LIABILITY

The CLIENT shall be liable for the behaviour of its consumers in the event of abnormal behaviour, vandalism or misconduct. In this case, HOTELBEDS and/or the service supplier reserve the right to

automatically cancel consumer stay or bookings with no right of the consumer to any compensation whatsoever.

The CLIENT (whether or not this Agreement has been terminated) shall at all times save harmless and keep fully indemnified HOTELBEDS from and against any actions, claims, proceedings, losses, costs, expenses and demands (including costs and expenses in defending such matters and its proper compromise) arising directly or indirectly out of or incidental to or in connection with any breach by or on behalf of the CLIENT or any of its servants, agents or contractors of any of the provisions of this Agreement.

HOTELBEDS acting as intermediary, will assist the CLIENT on the incidents and complaints handling. Such assistance will consist of informing the service supplier about the complaint and make its best endeavours to ensure that the service suppliers accept liability and indemnify from and against any claims of the CLIENT's end consumers arising from the provision of the Travel Services.

Notwithstanding the above HOTELBEDS' entire liability under this Agreement, whether in contract, tort (including breach of statutory duty), or otherwise shall not exceed the sums paid by CLIENT to HOTELBEDS for the specific services in question.

Neither party shall be liable for any indirect, special or consequential loss, including economic loss, which term shall include, but not be limited to, loss of profits, loss of use of profits, business, revenue, goodwill or anticipated savings.

➤ HOTELBEDS' LIABILITY

HOTELBEDS acts as the CLIENT's agent and as an independent intermediary in the contracting of accommodation and other services, and thus shall not be held liable for death, injury, illness, damage, loss, accident, theft, delays or any other irregularity which may arise, whether directly or indirectly, from the supply of services by the hotel or other suppliers and which have been contracted via HOTELBEDS.

HOTELBEDS shall use reasonable endeavours to ensure that the suppliers accept liability and indemnify from and against any claims of the CLIENT's guests arising from the provision of the Travel Services. Therefore the CLIENT hereby commits to ensure that, when possible, the end consumer files any claim for the Travel Services directly with the service provider who will be primarily liable for the complaint. The CLIENT also acknowledges that HOTELBEDS has no control over the provision of the services rendered by the service provider.

Notwithstanding any provision of this Agreement, HOTELBEDS' entire liability under this Agreement, whether in contract, tort (including breach of statutory duty), or otherwise shall not exceed the sums paid by the CLIENT to HOTELBEDS for the specific services in question.

➤ DISCLAIMER

The information on the Website is posted in good faith but HOTELBEDS cannot guarantee that it is completely free from inaccuracies and typographical errors and does not accept liability for any error or omission on the Website. Information on the various services is as accurate as possible given that the information is provided by the service supplier.

Obvious errors and mistakes (including misprints, typographical errors and errors in calculating currency conversion, errors in pricing in general, etc.) are not binding. In the event of an error or mistake being made, HOTELBEDS or the supplier reserves the right to cancel any booking and refund monies paid by the CLIENT to HOTELBEDS in relation to such booking (if applicable), this will be without any liability to the CLIENT and or the user.

This Website contains links to other websites. Except where they belong to HOTELBEDS, such other websites are not under the control of HOTELBEDS or maintained by HOTELBEDS and HOTELBEDS is not responsible for the content of such websites.

In no event shall HOTELBEDS be liable for any direct, indirect, special, punitive, exemplary or consequential losses or damages of whatsoever kind arising out of access to, the use of the Website or any information contained in it or the inability to access to, including loss of profit and the like.

Service suppliers on the Website are independent businesses and are not agents or employees of HOTELBEDS or its affiliates. These independent businesses provide the services in accordance with their own Terms and Conditions which may limit or exclude their liability to the CLIENT or the consumer. HOTELBEDS and its affiliates are not liable for any acts, omissions, breaches or negligence of any such independent businesses or any damages or expenses resulting from the aforesaid. HOTELBEDS and its affiliates are not liable for any refunds in the event of overbooking or force majeure or any other cause beyond their control.

To the maximum extent permitted by law, HOTELBEDS disclaims all implied warranties with regard to the information, services and materials contained on the Website. All such information, services and materials are provided “as is” and “as available” without warranty of any kind.

## **CONFIDENTIALITY AND PROTECTION OF PERSONAL DATA**

### ➤ CONFIDENTIAL INFORMATION

“Confidential Information” shall be deemed as any information or data, whether or not it has been drawn up in hard or soft copy or in any other form that is already in use or that could be invented in the future, which HOTELBEDS notifies or provides to the CLIENT or that the latter may have access to with or without the knowledge and/or express consent of HOTELBEDS.

Therefore, Confidential Information shall be deemed as the following and will include, but not be limited to: any data bases and prototypes created from the documents provided, proprietary management software, computer system passwords, information on users, telephone numbers, fax numbers, email addresses, addresses of offices, agencies, departments and headquarters, computer programs, copies, routines, sources, functional and organisational analysis, know-how, formulae, processes, ideas, inventions (whether patentable or not), financial data and development plans, strategies, the contents of any bids that may be made and any other supporting documents, data or material belonging to HOTELBEDS or available in it's the Website that the CLIENT may have access to.

Notwithstanding the provisions of this clause, HOTELBEDS and the CLIENT agree that the obligation of confidentiality shall not apply in the following cases:

- a) in the case of information that is in the public domain or once supplied, the information becomes public knowledge, as long as it does not result from a breach of this clause;
- b) any information that has been disclosed by a third party and is not to be considered confidential, provided that the third party was authorised to disclose that information; or
- c) when the disclosure is required by law, by order of a Court or Tribunal of a relevant jurisdiction or administrative mandate.

In the event referred to in paragraph (c) above, the content of the disclosure will be limited to what is necessary to comply with the legal or administrative requirements, but not exempt from the duty to comply with the confidentiality obligation on disclosing the information to third parties, nor does such information come into the public domain for the purposes of the provisions of paragraph (a). Additionally, it is mandatory to notify the other party of such a request, prior to releasing Confidential Information, committing to do everything possible to ensure that confidential treatment of the information is given.

### ➤ NON-DISCLOSURE

Total or partial disclosure of any of the Confidential Information to which the CLIENT may have access by means of contracting and performance of its services to third party individuals or companies shall be expressly prohibited.

The CLIENT guarantees that its employees, consumers, suppliers, sub-contractors and any other parties related to the agreements between HOTELBEDS and the CLIENT fulfil the confidentiality commitments contained in this document. The requisite measures must be adopted for said fulfilment of the confidentiality commitment and the CLIENT shall be responsible for any claims or damages caused by the non-fulfilment of this obligation.



The CLIENT undertakes to fulfil these confidentiality commitments from the date that this agreement is signed and to continue to do so whether the relationship between the parties is in force or not.

Should the CLIENT or any of its employees, agents, suppliers or representatives conceive any invention, innovation, discovery, computer program, process, technique or the like, as a result of observing or having access to the Confidential Information, the CLIENT agrees to assign or to have assigned, said invention, innovation, discovery, computer program, technique or the like, to HOTELBEDS.

➤ BREACH OF CONFIDENTIALITY CLAUSES

Apart from that stated in the personal data protection clause, and the obligation to compensate any specific losses or damages caused, as a result of the infringement by the CLIENT of the confidentiality obligations stated, the latter shall also pay HOTELBEDS an amount of nine thousand euros (€9,000.00).

➤ ACCESS TO PERSONAL DATA

If HOTELBEDS needs access to personal data which is strictly necessary to provide the Travel Services requested by the consumer, HOTELBEDS and the CLIENT shall ensure this is legally possible pursuant to the European Directives 95/46, 2002/58, and/or any legislation that develops, adds to and, when appropriate, replaces them (hereinafter referred to by its initials PDPR –personal data protection regulation).

The CLIENT hereby warrants that it has all the necessary consents and authorisation from the data subject for the transfer of such personal data to HOTELBEDS and authorises HOTELBEDS to proceed with all the subsequent transfers of data in order to complete the request and booking of the Travel Services including claim and incidents management by third parties.

The personal information that HOTELBEDS may collect from the service supplier, as well as any personal data which, in the use of this system, the CLIENT may disclose to HOTELBEDS shall be understood as obtained, treated and transmitted with strict observation of and in total compliance with the requirements set forth by PDPR. The CLIENT agrees to provide accurate data and updated it if necessary in such a way as to give a true picture of the current situation of the consumer.

In fulfilment of that stated in the PDPR, the CLIENT and HOTELBEDS undertake to observe professional secrecy regarding such data, even when their relationship has terminated and to ensure that the staff performing the Travel Services abide by the aforementioned obligation.

HOTELBEDS and the CLIENT warrant that they have installed the technical and operational security measures that guarantee the security of personal data and prevent its alteration, loss, mishandling and/or unauthorised access thereto, bearing in mind the status of technology, the nature of stored data and the risks to which it is exposed.

The Person in charge of these files is: HOTELBEDS, S.L.U. with company address at Palma de Mallorca (Spain), Complejo Mirall Balears, Camí de Son Fangos 100, Torre A – 5ª Planta, C.P. 07007. These files are registered with the Spanish Data Protection Authority (AEPD) (<http://www.agpd.es>).

If the CLIENT should wish to exercise rights of access, rectification, cancellation or opposition granted by the PDPR, the CLIENT may address [lopd@hotelbeds.com](mailto:lopd@hotelbeds.com) or send a signed letter to HOTELBEDS indicating the performance requested regarding personal data and a copy of the relevant Identification Card or passport of the CLIENT's user who is requesting this performance.

HOTELBEDS and the CLIENT specifically undertake the following in the event that they have access to any personal data:

- To ensure that the data is stored by means of the legally required technical and organisational security measures that guarantee its security, avoiding its unauthorised alteration, loss, processing or access, pursuant to the state of technology from time to time, the nature of the data and the possible risks that it is exposed to.
- To only use or apply the data to perform the agreed Travel Services and to achieve the agreed purposes.

- Not to pass on such data to other parties except for the provision of the services requested including claim and incidents management, not even for the purpose of safekeeping, nor any similar texts, assessments or processes mentioned above, nor to copy or reproduce part or all of the information, results or lists thereof.
- To ensure that the data is handled only by employees who need it to perform the Travel Services and any third parties that information is revealed to must be bound to abide by the confidentiality obligation.
- Once the Travel Services have been provided, they undertake to destroy such data or return it thereto, along with any supporting documents containing such information and they must not retain any copy whatsoever.

The CLIENT hereby authorizes HOTELBEDS to disclose consumer's information to third parties for purposes of completing the consumer's booking associated administration and claim and incidents management. Any data thus collected on the Website may be transmitted, according to PDPR, to those entities that must be involved in order to contract the requested Travel Services and claim/incidents management.

Where the consumer's stay or Travel Services are provided/rendered outside the European Economic Area (EEA), controls on data protection may not be as strong as the legal requirements in PDPR. Therefore, the CLIENT also explicitly authorizes HOTELBEDS to pass that information to any service supplier located in countries which do not provide a level of protection comparable to that provided by this PDPR, for the purpose of processing the booking request including claim and incidents management. Nevertheless, HOTELBEDS will not pass any information on to any person not directly responsible for travel arrangements or claim and incidents management linked to the services requested.

In the event of a breach of these commitments or any obligation derived from PDPR by the CLIENT, including by its employees or, as the case may be, by any contracted third parties, the CLIENT shall be considered responsible for the processing thereof and fully accepts all responsibility and liability for any claims against HOTELBEDS due to any kind of administrative sanctions being imposed by the relevant authorities, as well as any damages or losses in judicial or non-judicial proceedings brought against HOTELBEDS including, in any case, the costs of the fees payable to Legal Counsel, Court Liaisons or any other professionals, and such breach of contract by the CLIENT of that stated in this clause shall also be specifically considered reasonable for early termination of the rendered Travel Services.

## **PUBLIC ANNOUNCEMENTS OR EXTERNAL COMMUNICATION**

The CLIENT shall consult with HOTELBEDS with respect to the contents of any communication or marketing material it proposes to have with the media or any external party related to HOTELBEDS or its relationship with them, and any announcement or statement it intends to release to the press by providing HOTELBEDS with a draft thereof. The CLIENT shall not release any communication, marketing material or press release unless and until it first obtains HOTELBEDS' consent in writing. The CLIENT shall be directly and personally liable for any damage or loss caused to HOTELBEDS by breach of this clause.

## **OWNERSHIP AND OTHER RIGHTS**

### ➤ OWNERSHIP

The CLIENT acknowledges and agrees that any element and intellectual property rights pertaining thereto (including without limitation all commercial names, trade names, copyrights, logos, patents, trademarks, service marks and trade secrets) in the Website (including without limitation its Terms and Conditions, rules, policies and operating procedures, and HOTELBEDS' Confidential Information -as defined above-), received or acceded are the exclusive property of HOTELBEDS or its suppliers.

The CLIENT acknowledges and agrees that, except hereby stated, they shall not acquire any right or interest in the information or data acceded and that HOTELBEDS shall remain the sole owner of the information or data including, but not limited to, all patent, copyright, trademark, trade secret, trade name, contract, industrial design, and other property rights pertaining thereto, anywhere in the world.

All trademarks, copyright, logos, database rights and other intellectual property rights in the materials on the Website (as well as the organisation and layout of the Website) together with the underlying software code are owned by HOTELBEDS or its suppliers. The CLIENT and any user may not use, copy, modify, alter, publish, broadcast, distribute, sell or transfer any material on the Website or belonging to HOTELBEDS or the underlying software code whether in whole or in part without HOTELBEDS' prior written consent.

In the event that there is any misuse of any Intellectual Property owned by HOTELBEDS (including without limitation all trademarks, service marks, logos, commercial names, etc.) without HOTELBEDS' consent or license; all bookings and sales will be stopped, and HOTELBEDS reserves the right to take any legal action to protect its legitimate interests.

➤ **CONTENTS**

HOTELBEDS grants the CLIENT, under these Terms and Conditions, a non-exclusive, royalty-free, non-transferable license to see and use all the elements provided and/or included in the accommodation and other services contents (including but not limited to texts, photographs, descriptions, maps...) available in the Website (the "Contents"). The duration of this license shall be equal to the duration of the commercial agreement between both parties. License may be revoked by HOTELBEDS at any time giving one month's prior notice.

The CLIENT shall be entitled to use the Contents provided under this license only in connection with the web sites run through HOTELBEDS system and only for the purpose of sale of the Travel Services provided by HOTELBEDS or its subsidiaries or affiliates. The Contents cannot be used to promote the same service but from another travel intermediary.

The CLIENT shall not be entitled to grant sublicenses.

Except hereby agreed, the CLIENT shall not copy, reproduce, modify, transmit, sell, lease, market nor disclose to third parties the contents (and/or any of its elements) provided/displayed by HOTELBEDS.

The CLIENT acknowledges and agrees:

- That, except hereby agreed, it shall not acquire any other right or interest in the contents.
- That contents directly or indirectly received or acceded are the exclusive property of HOTELBEDS, its subsidiaries or suppliers, who shall remain the sole owners.

The CLIENT (whether or not this Agreement has been terminated) shall at all times save harmless and keep fully indemnified HOTELBEDS from and against any actions, claims, proceedings, losses, costs, expenses and demands (including costs and expenses in defending such matters and its proper compromise) arising directly or indirectly out of or incidental to or in connection with any breach by or on behalf of the CLIENT or any of its servants, agents or contractors of any of the provisions of this clause.

HOTELBEDS shall not be held liable for inaccuracies or errors in the accommodation contents or any of its elements.

The CLIENT acknowledges and agrees that the sole disclosure of or access to the information or data available in the Website does not constitute an offer by HOTELBEDS for the sale, license or other transfer of such elements.

**CHANGES TO THE WEBSITE**

HOTELBEDS may make improvements or changes to the information, elements, data, services, and other materials on the Website, or terminate the Website, at any time without notice.

HOTELBEDS may also modify these Terms and Conditions at any time, and such modification shall be effective immediately upon posting the modified Terms and Conditions on the Website. Accordingly, the continued access or use of the Website by the CLIENT is deemed to be their acceptance of the modified Terms and Conditions.

HOTELBEDS may suspend access to the program because of maintenance works, net security reasons or

force majeure, with no obligation to compensate the CLIENT for the time in which the access has been suspended.

#### **INDEPENDENT CONTRACTOR**

HOTELBEDS and the CLIENT are independent contractors. There is no relationship of partnership, joint venture, employment or franchise between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the parties' prior written consent.

#### **NOTICES**

All communications and notices made under this Agreement by the Parties must be in writing, at the address established herein, by personal delivery with confirmation of receipt by the other Party, notarial service, burofax, mail or electronic mail, or by any other means, as long as there is at all times evidence of receipt by the addressee.

#### **ASSIGNMENT**

HOTELBEDS reserves the right to assign in total or in part the obligations or rights of these Terms and Conditions to any subsidiary, affiliate or holding company or any subsidiary of its holding company.

The CLIENT shall not assign any obligation or right of these Terms and Conditions, or any other agreement which binds them, to any third party, unless prior express consent has been granted by HOTELBEDS.

#### **ANTI-BRIBERY, TRADE RESTRICTIONS AND BUSINESS ETHICS**

HOTELBEDS takes a zero tolerance approach to breaches of international norms for trade, including bribery and corruption prevention legislation and applicable restrictions on trade, funds flow and terrorism financing. The CLIENT warrants that they do and shall comply with, and their Associated Parties do and shall comply with all national, supranational and international legislation and related procedures, restrictions and sanctions regarding bribery, corruption, corporate crime, international trade, funds flow and terrorism financing to which the CLIENT and/or HOTELBEDS may be subject from time to time. The CLIENT shall provide supporting evidence of such compliance as HOTELBEDS shall reasonably request. Violation of this paragraph by the CLIENT shall be a Material Breach of this Agreement and may result in the immediate termination of the contract and/or legal action.

The CLIENT warrants that to the best of its knowledge, neither it nor its Associated Parties have been convicted of, or have been or are subject of any investigation by any governmental, administrative or regulatory body regarding offence involving bribery or corruption regarding, fraud or dishonesty.

The CLIENT represents, warrants and undertakes that it does and will comply in all respects with all applicable Sanctions that it or HOTELBEDS are subject to.

For the purposes of this clause:

"Associated Parties" means a person (including an officer, employee, shareholder, representative, agent, contractor, subcontractor or subsidiary) or other third parties connected to a Party by virtue of actions undertaken in fulfilment of obligations in this Agreement.

"Sanctions" means any laws, regulations, orders or licenses relating to economic or financial sanctions or trade embargoes or related restrictive measures imposed, administered or enforced from time to time by any authority.

#### **FORCE MAJEURE**

Neither party shall be responsible or liable for or deemed in breach of this Agreement because of any delay or failure in the performance of this Agreement due to any event or circumstance the occurrence and the effect of which the party affected thereby is unable to prevent and avoid, including, without limitation acts of God; government regulation, curtailment of transportation facilities, strikes, lock-outs or other industrial actions or trade disputes of whatever nature (whether involving employees of a party or a third party),

terrorist attacks, haze, sabotage, riots, civil disturbances, insurrections, national emergencies (whether in fact or law), blockades, acts of war (declared or not), etc. (a "Force Majeure Event"). The non-performing party shall give the other party written notice describing the particulars of the Force Majeure Event as soon as possible and CLIENT shall inform HOTELBEDS on whether the Event may be postponed to a later date or cancelled or this Agreement terminated.

In case of early termination due to Force Majeure Event, all deposits will be returned, less any expenses and/or fees that have already been incurred in connection with the provision of services pursuant to this Agreement and are not recoverable by HOTELBEDS. In case the original booking cannot be fully utilized due to the Force Majeure Event HOTELBEDS will reimburse the part of the booking that was not used at a later stage after the event. HOTELBEDS will not be responsible for the costs of any new accommodation offered to the final customer should a Force Majeure Event occur at the destination. For this clause, Expenses means any monetary outlay that cannot be recovered by HOTELBEDS including deposits already paid to third party suppliers which may not be refundable under their contractual terms and conditions; and Fees means any payment due to HOTELBEDS for services rendered, including but not limited to HOTELBEDS administrative/management fees, before the early termination due to Force Majeure Event. Such termination due to a Force Majeure Event shall be without prejudice to the rights of the parties in respect of any breach of this agreement occurring prior to such termination.

## CORPORATE SUSTAINABILITY

In support of HOTELBEDS commitment to Corporate Sustainability, as evidenced by its Corporate Sustainability Policy, which the CLIENT hereby acknowledges to have read (<http://group.hotelbeds.com/policy/hotelbeds-group-corporate-sustainability-policy-external.pdf>) the CLIENT commits to make a reasonable endeavour to develop its own sustainability strategy and to explore the possibility of signing a sustainability certification such as Travelife or other Global Sustainable Tourism Council recognized certification and/or an international environmental management standard such as ISO14001.

The CLIENT agrees to implement preventive measures and procedures to ensure that neither it nor any other person in its supply chain uses trafficked, bonded, child or forced labour or has attempted to use trafficked, bonded, child or forced labour within its supply chain and ensure children are protected from tourism related sexual exploitation and all potential forms of abuse. In order to strengthen responsible activities, Hotelbeds Group has signed up the Code of Conduct for the Protection of Children from Sexual Exploitation in Travel and Tourism (The Code - [www.thecode.org](http://www.thecode.org)) and will implement an Action Plan accordingly to protect children at local levels. A copy of Hotelbeds Group's Child Protection Policy can be found here (<http://group.hotelbeds.com/policy/hotelbeds-group-child-protection-policy-external.pdf>)

The CLIENT agrees to procure that it and any other person who performs services and/or supplies goods within the CLIENT's supply chain for the CLIENT shall comply with all applicable law relating to slavery and human trafficking (**Anti-Slavery Requirements**) including the Modern Slavery Act 2015, and at HOTELBEDS's request, provide HOTELBEDS with any information or reasonable assistance to enable HOTELBEDS to identify the CLIENT's supply chain and to perform any activity required by any regulatory body for the purpose of complying with Anti-Slavery Requirements. A copy of Hotelbeds Group's Modern Slavery Statement can be found here [http://group.hotelbeds.com/comms/sustainability/hotelbeds\\_modern\\_slavery\\_statement.pdf](http://group.hotelbeds.com/comms/sustainability/hotelbeds_modern_slavery_statement.pdf)

The CLIENT also commits to ensure that Employees under the age of 18 are only employed in accordance with national regulations and the UN convention on the Rights of the Child, ensuring that International Labour Organisation conventions on minimum age and child labour are fulfilled ([www.ilo.org/ipec](http://www.ilo.org/ipec)) and will comply with all applicable international and national legislation in force, regulations and codes of practice, especially in human rights matters.

In case of breach of this clause by the CLIENT, HOTELBEDS may, at its sole discretion, terminate the present contract immediately.

## **LAW AND JURISDICTION**

These Terms and Conditions and any non-contractual obligations arising out of or in connection with it will be governed by Spanish law.

Each party agrees that the courts of the country of domicile of the defendant of the relevant action have exclusive jurisdiction to determine any dispute arising out of or in connection with these Terms and Conditions (including in relation to any non-contractual obligations), provided that any counterclaims shall be ignored in deciding who is the defendant. Where there are separate but related actions the courts with jurisdiction shall be determined depending on the first of such actions to be issued. Each party irrevocably waives any right that it may have to object to an action being brought in such courts, to claim that the action has been brought in an inconvenient forum, or to claim that such courts do not have jurisdiction.