

Service Terms

HolidayTaxis

The following specifications relate to the integration of services from HolidayTaxis (the “Integration”) in the Nezasa Platform. They can be changed or updated by Nezasa on its sole discretion at any time.

Any capitalised terms not otherwise defined in these Service Terms shall have the meanings set forth in the Annex 1 to the General Terms and Conditions.

1. Functionality

The Integration allows the End User to access the following Information:

- 1.1. Offers from transfer suppliers and brokers
- 1.2. Lists of transfer stations, transfers, prices, conditions, images and descriptions

Based on the above stated information, the following actions can be performed using the Integration and the Nezasa Platform:

- 1.1. Booking professional transport services from airports to cities and resort transfers.

2. Licence

The usage of the functionality is constrained along the following terms in addition to the provisions stated in the General Terms and Conditions:

- 2.1. HolidayTaxis carries on the business of a disclosed agent, acting on behalf of third party suppliers who provide transfers in the UK and overseas destinations.
- 2.2. Nezasa carries on the business of a sub-agent, acting as technology provider and travel reseller and will act in the capacity of a sub-agent appointed by HolidayTaxis in respect of the sale of transfer arrangements by third party suppliers.

3. Customer Obligation

When using the Integration, the Customer adheres to the following obligations:

- 3.1. The Customer referred to the applicable Supplier(s) and Holiday Taxis booking conditions set out at www.holidaytaxis.com or as appropriate before any booking is confirmed.
- 3.2. Not make use of Holiday Taxis name or trademarks in any unlawful or unauthorised way.
- 3.3. The Customer acknowledges and agrees that Nezasa sends to Holiday Taxis categories of personal data, to enable Holiday Taxis to pass this data on to the applicable suppliers to fulfil the provision of transport services to Nezasa customers.
- 3.4. The Customer agrees that transfer of personal data from the 'Sub-agent' Holiday Taxis shall be solely to provide transport services to the 'Sub-agent's customer.

In case of non-adherence to the obligations by the Customer:

- 3.5. The Customer shall be liable to HolidayTaxis for any damage resulting from the Customer's breach of these Service Terms.
- 3.6. HolidayTaxis & Nezasa reserve the right to temporarily cease the Integration in case of a suspected breach of legal provisions according to 6.4 and 6.5

4. Supplier Provisions

The supplier grants the following:

- 4.1. Holiday Taxis acts as a booking agent on behalf of applicable Supplier(s) and as such HolidayTaxis responsibility is to publish detail of Arrangements, pass on reservation information to Suppliers and inform Customers of any enforced changes to the terms of any booking.
- 4.2. HolidayTaxis reserves the right to track all booking activity and provide reports on sales.
- 4.3. HolidayTaxis shall ensure that it complies with all relevant laws, statutes and regulations in connection with its operations and obligations
- 4.4. HolidayTaxis shall check that Suppliers have appropriate insurance and any applicable operating licence(s) in place.

5. Nezasa Provisions

Nezasa grants the following:

- 5.1. All first line customer service to Customers will be provided by Nezasa

6. Term and Termination

- 6.1. These Service Terms shall be effective as of the Effective Date of the respective Purchase Order and, unless earlier terminated as provided herein, shall remain in force for the duration of the Purchase Order.
- 6.2. This agreement shall commence on 03 December 2019.
- 6.3. This agreement shall continue for the Initial Period of 12 Months. Following expiry of the Initial Period, this Agreement shall continue in full force and effect until terminated upon either party giving the other written notice of termination of no less than 3 months.
- 6.4. Either party may terminate this agreement immediately if the other party commits a serious breach of a term or condition of this agreement, which is defined as one which is not remedied to the reasonable satisfaction of the party not in breach within 28 days of receiving a written notice identifying the breach and requesting that it be remedied.
- 6.5. Either party may terminate this agreement immediately on written notice if:
 - 6.5.1. the other party suspends or ceases trading or indicates that it intends to cease trading or becomes insolvent or unable to pay its debts as they fall due.
 - 6.5.2. the other party has a receiver or liquidator appointed or passes an effective resolution for winding up (except for the purpose of amalgamation, reconstruction or reorganisation) or a court makes an order to that effect or a similar event occurs.
 - 6.5.3. A distress or execution is levied against the property of the other party which remains unsatisfied.
 - 6.5.4. the other makes any voluntary arrangements with its creditors or becomes subject to an administration order.
 - 6.5.5. the other makes any voluntary arrangements with its creditors or becomes subject to an administration order.

- 6.5.6. there is an actual or threatened cessation, termination or withdrawal of the 'Sub-agent's membership of ABTA or any Trade Body or of any bonding or other means by which payments made by Customers generally are financially protected by the Agent (without the express consent for continuation by HolidayTaxis.

7. Miscellaneous

Section 18 of the General Terms and Conditions shall also be applicable to these Service Terms and the respective Purchase Order.

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