

Service Terms

Welcomebeds

The following specifications relate to the integration of services from Welcomebeds (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. The Integration displays online rates and availability, being only valid those engaged via reservation confirmed by the Integration. Any rate or availability previously displayed will have no validity.
- 1.2. Rates are excluding any local taxes or fees enforced for payment directly at the destination.

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

- 1.3. Make reservations through the Integration, ensuring that End Customers are referred to the booking conditions herein stated and the consequences of cancellation at the time of booking.

2. Customer Obligation

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

- 2.1. The Customer will be fully responsible for the accuracy in accordance with the End Customer's stated requirements of each booking.
- 2.2. The block booking of rooms is not allowed. Reservations are considered FIT and as such, the inventory of the Welcomebeds database is protected against any other unauthorized use. Block booking several rooms without confirming names, making subsequent name changes, or making cancellations are all forbidden.
- 2.3. The Customer shall not be allowed to reduce the reserved period of stay, number of rooms or passengers, nor change the names once the reservation has been made. Any such changes shall be managed by the Customer as a new booking, subject to the availability, rates and conditions at the time of amendment and accordingly cancelling the previous booking.
- 2.4. If the Customer's End Customer does not show up at the accommodation establishment without prior notice, this will imply cancellation of the booking, incurring the respective charges.
- 2.5. The End Customer shall be provided with the relevant voucher to present upon arrival at the hotel. Such voucher shall include at least the following details. These details form an integral part of the booking and shall be forwarded to the End Customer in the same way they are delivered to

the Customer by the Integration. Service voucher may not be transferred and shall be only valid for the End Customers thereon detailed.

- Name and address of the accommodation booked
 - Booking reference of the provider
 - Lead passenger name
 - Number of adults, children and/or infants in the booking
 - Age of children/infants
 - Arrival and departure date
 - Type of room and board basis booked
- 2.6. The End Customer will be entitled only to the reserved services as detailed on the accommodation voucher, any extra services or expenses will be charged locally by the hotel.
- 2.7. In some countries, local taxes may be requested to be paid by the End Customers directly upon arrival. These taxes are collected at destination, whereupon the End Customer shall have the sole responsibility of the payment thereof.
- 2.8. Hotels may not accept any unaccompanied minors (an adult is over the age of 18 years). If this clause is not respected, some hotels could not allow the check-in to the guests.
- 2.9. The Customer hereby undertakes to ensure that, wherever possible, the End Customer submits any claim for services or products directly to the Supplier, which shall be solely liable for said claim. Furthermore, the Customer acknowledges that Welcomebeds has no control over the provision of services or products.
- 2.10. Intellectual property: All descriptions, pictures and contents available in the Integration are the exclusive property of Welcomebeds. No clause in these Service Terms shall be deemed to be a license for disclosing such contents, except for the purpose of developing the activities set out in these Service Terms.

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

- 2.11. If block bookings are detected, Welcomebeds reserves the right to reject them, cancel them, or apply the relevant price supplement resulting from the difference between the rate for individual and group bookings, and even modify the conditions of payment and/or cancellations, without any responsibility of any kind which may arise for Welcomebeds.
- 2.12. Welcomebeds will not accept any liability for losses suffered because of the relevant information not being displayed correctly on the service voucher.

3. Supplier Provisions

The supplier grants the following:

- 3.1. Welcomebeds reserves the right to amend the rate of any quoted or confirmed booking in case of changes in Government taxes. Such changes may affect both new and existing bookings.
- 3.2. Rate Error: Obvious errors (including printing errors, typographical errors and errors in currency conversion calculation, price errors in general, etc.) will not be binding. In the event of a rate error affecting the price of a confirmed reservation, Welcomebeds is expressly authorized to amend the affected reservation to reflect the correct rate, after first notifying the Customer. If Welcomebeds offers the Customer the option of canceling the reservation and the Customer does not cancel it within the given period, it will be understood that the corrected rate and any applicable discount which, at its absolute discretion and as a mere gesture of goodwill, Welcomebeds may decide to apply (as applicable) have been accepted. Notwithstanding the foregoing, Welcomebeds

reserves the right to cancel the reservation and, in the event of such cancellation, shall not be liable to The Customer. Welcomebeds shall refund any amounts paid by The Customer in relation to the reservation (as applicable).

- 3.3. Welcomebeds acts as sales agent of the suppliers it contracts with, being the latter, the ones rendering the services to the users.
- 3.4. Welcomebeds requires as per contract with its suppliers, that they comply with all laws and regulations applicable to their activity, and that they have enough insurance coverage including but not limited to the risks associated to their activity, public liability, etc. In its capacity as intermediary, Welcomebeds has the necessary insurance cover required by law for acting as mediator in the distribution of services or products. Furthermore, Welcomebeds is in possession of all licensing and authorizations required for the development of its activities.
- 3.5. Welcomebeds shall not be liable for any response, information, content, act, omission, or failure of any independent company ("Supplier") in connection with health and safety matters. Welcomebeds shall not be responsible for information provided by Suppliers in connection with health and safety audits; Suppliers shall be solely responsible for meeting all legal health and safety requirements and obligations.
- 3.6. Welcomebeds has no legal or contractual obligation to provide any health and safety information that it may receive about the services or products or to request such information; the information or assistance provided is a purely commercial gesture that Welcomebeds may deny or withdraw at any time.
- 3.7. Welcomebeds acts as the Customer's agent and as an independent intermediary in the contracting of accommodation and other services or products. It cannot, therefore, be held responsible for any act, omission, breach, or negligence of such independent companies, nor for any damage or expense arising as a result of the foregoing, including, but not limited to, damages caused by death, injury, illness, damage, loss, accident, theft, delay, or any other irregularity or quality problems that may arise (e.g. delays, overselling, etc.), either directly or indirectly, from the provision of services or products by any providers of such services that have been contracted through Welcomebeds and its affiliates.
- 3.8. Welcomebeds shall make every effort to ensure that Supplier accept responsibility and provide compensation, as appropriate, in relation to any claim by the Customer's guests arising from the provision of services or products.
- 3.9. Welcomebeds, as an intermediary, shall assist the Customer in the event of any incidents and claims management. Such assistance will consist of informing the Supplier of the claim.

4. Nezasa Provisions

Nezasa grants the following:

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

5. Term and Termination

- 5.1. 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.
- 5.2. These Service Terms shall terminate in full, without further formality and without any other judicial or extrajudicial procedure, if the Customer violates any of its obligations, after having been

warned by written notice by the other Party, that a new non-compliance will result in the termination of these Service Terms;

6. 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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