

Service Terms hotelbeds

The following specifications relate to the integration of services from hotelbeds (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 Customer to access the following Information:

- 1.1. Price, availability, currencies, data, descriptions, editorial, images, maps, options, tables, text, codes, supplier information and terms and conditions of reservation, cancellation, refund and redemption of “Travel Services” such as hotels and other accommodation establishments and related services from third-party suppliers.

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

- 1.2. See and book Travel Services through the Integration for its distribution to End Consumers.

2. Licence

The usage of the functionality is constrained along the following terms:

- 2.1. hotelbeds grants the Customer, during the term of the Purchase Order, a revocable, non-exclusive, royalty-free, non-transferable, non-sub licensable 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, and maps) available in the Integration (the “Contents”), only in connection with the XML integration run through hotelbed system and only for the purpose of sale of the services provided by hotelbed or its subsidiaries or affiliates. The Contents cannot be used to promote the same service but from another travel intermediary.
- 2.2. Except hereby agreed, the Customer 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.
- 2.3. The Customer acknowledges and agrees that:
 - 2.3.1. except hereby agreed, it shall not acquire any other right or interest in the Contents.
 - 2.3.2. Contents directly or indirectly received or acceded are the exclusive property of hotelbed, its subsidiaries or affiliates, or suppliers, who shall remain the sole owners.
- 2.4. To the extent permitted by law, hotelbed excludes any warranty regarding the veracity, accuracy or the intellectual property (IP) rights of the materials and contents of this Integration. The Customer accepts that hotelbeds cannot guarantee that the information, pictures or images are excluded from third-party IP rights since such content is uploaded and proportioned by independent parties. Hotelbeds is not responsible for any act, omission, negligence or breach of

- third-parties rights caused by the services provider promoted in the Integration or any damage or expense resulting from the aforementioned breach.
- 2.5. hotelbed may suspend access to the Integration, for maintenance work, network security reasons or as a result of Force Majeure Event, with no obligation to compensate the Customer in any way for the period during which access is suspended. Additionally, hotelbed reserves the right to disconnect the Customer in the event of any misuse of the Integration being detected, including improper use of the Workflow and any other mandatory points.
 - 2.6. Hotelbeds, Nezasa and the Customer 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 Party's behalf without such other Party's prior written consent.

3. Customer Obligation

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

- 3.1. The Customer is responsible for ensuring that the hotelbeds terms and conditions applicable to the Travel Services and attached to this Agreement are brought to the attention of, and agreed with, their End Consumers prior to making a booking.
- 3.2. To confirm a booking, the Customer must be authorized to make the booking by the End Customer and by all persons named on the booking and their parent or guardian for all party members who are under eighteen (18) when the booking is made.
- 3.3. To confirm a booking it is necessary that all rooms have at least the name of one End Customer.
- 3.4. By making the booking, the Customer is confirming that all persons named on the booking accept the hotelbeds terms and conditions and that the Customer will inform the other persons named on the booking of the confirmation details and any other appropriate information.
- 3.5. By making the booking, the Customer also becomes responsible for making all payments due to Nezasa.
- 3.6. The Customer also agrees to be bound by hotelbeds terms and conditions upon making the booking.
- 3.7. The Customer is obliged to provide the End Consumer the following data:
 - 3.7.1. The information on what is included and not included in the price of the Travel Services (i.e. taxes, city taxes, fees, commissions, etc.).
 - 3.7.2. The regulations and consequences of a no show by the End Consumer at the accommodation establishment, the regulations regarding cancellations, annulments and modifications, as well as of any possible name changes of the accommodation establishment plus the possible existence of stay taxes.
 - 3.7.3. That all the End Customers, including children must have current personal and family documentation, either passport or National Identity Document, as required by the country or countries visited.
 - 3.7.4. All extra services (special meals, extra beds, cots/cribs etc).
 - 3.7.5. The Customer 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."
- 3.8. Whenever the European Package Travel Directive must be applied due to the intention to include any of the Travel Services provided by hotelbeds in a package, the Customer undertakes to strictly comply with the Package Travel Directive 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 End Customer, requesting its signature and approval of the package travel conditions when necessary. Except when expressly admitted by hotelbeds, it will not be considered as an “Organiser”, “Trader” or “Retailer” in accordance with the applicable European Package Travel Directive.

3.9. 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 Customer 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.

3.10. 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.

3.11. Booking: How to book travel services

- 3.11.1. The Customer shall carefully check the dates, the price, End Customer details, the destination and the Travel Service supplier details before completing any booking. Information relating to the cancellations policy, costs and details applicable to the booking will also be displayed during this process.
- 3.11.2. Unless SUPPLIER'S policy has a higher threshold (in which case such higher threshold shall apply) the Customer, when booking accommodation, is only permitted to book up to 5 rooms per stay. Should the Customer 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.
- 3.11.3. Once hotelbeds have received the Customer booking and all appropriate payments, hotelbeds will confirm by issuing a confirmation e-mail containing a booking voucher including the booking reference.
- 3.11.4. Hotelbeds, through the Integration, will provide the codes and descriptions of categories, meal arrangements and room types available in the system and which are specific for each service and/or booking. Hotelbeds will accept no liability resulting from any failure by the Customer to comply with these obligations, and the Customer undertakes to accept any financial discrepancy or problem arising both now and in the future as a result of this non-compliance, and will hold hotelbeds harmless at all times.

3.12. Prices

- 3.12.1. The prices offered to the Customer are confidential and may not be disclosed to any third party to this Agreement, including any subsidiary, affiliate or holding company or any subsidiary of the holding company of the Customer.
- 3.12.2. Unless expressly indicated, prices quoted on the Integration are net prices (non-commissionable) including all indirect taxes except any tourist/stay tax, which will be payable by the End Customer at the airport/hotel; therefore, the final price paid by the End Customers 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 this Agreement.
- 3.12.3. Opaque rates which Customer has access to via the Integration are to be used exclusively by the Customer for packaged products and/or services. The Customer

shall be responsible for any consequences due to a different use of those rates. The price does not include any service not specified in the booking confirmation. The Customer shall be invoiced according to current prices at the time of online confirmation of booking. Both price and availability of the selected Travel Service may be subject to change before confirmation of the booking.

- 3.13. The Customer shall not:
- 3.13.1. post, transmit or disseminate any information on or via hotelbeds' Integration which is or may be harmful, obscene, defamatory or otherwise illegal, or may cause an infringement of the rights of any other;
 - 3.13.2. make any other unauthorized, false or fraudulent booking. The Customer will be solely liable for the reservations and/or modifications made and for any administrative procedures carried out using its access codes, as well as any other operations carried out by the Customer, for which the Customer accepts it is solely responsible for any and all obligations arising as a result;
 - 3.13.3. use any software, routine or device to interfere or attempt to interfere electronically or manually with the operation or functionality of hotelbeds' Integration including, but not limited to, uploading or making available files containing corrupt data or viruses via whatever means;
 - 3.13.4. deface, alter or interfere with the appearance and layout of the Integration or the underlying software code;
 - 3.13.5. take any action that imposes an unreasonable or disproportionately large load on the Integration or related infrastructure.
- 3.14. Without prejudice to any of hotelbeds' other rights, hotelbeds reserves the right to deny access to the Integration and/or cancel the bookings wherever and whenever hotelbeds believes (in hotelbeds' absolute discretion) that the Customer is in breach of any of this Agreement or the hotelbeds' terms and conditions or legal notes which are applicable to the Integration and/or the transactions carried out through the Integration.
- 3.15. Compliance clause
- 3.15.1. Hotelbeds takes a zero-tolerance approach to breaches of international trade norms, bribery and corruption prevention legislation and applicable restrictions on trade, funds flow and terrorism financing.
 - 3.15.2. The Customer represents, warrants and undertakes that it does and will comply in all respects with all international trade norms, applicable restrictions on trade, funds flow, terrorism financing, anti-money laundering and bribery and corruption prevention legislation, including, but not limited the UK Bribery Act 2010.
 - 3.15.3.
 - 3.15.4. The Customer shall provide supporting evidence of such compliance as hotelbeds shall reasonably request. Violation of this clause by the Customer shall be a Material Breach of this Agreement and may result in the immediate termination of the contract and/or legal action.
- 3.16. Corporate Sustainability
- 3.16.1. Hotelbeds is committed to corporate sustainability, as evidenced by its Corporate Sustainability Policy, which the Customer hereby acknowledges to have read (<http://corporate.hotelbeds.com/policy/hotelbeds-corporate-sustainability-policy-external.pdf>).
 - 3.16.2. The Customer 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 is a member of the Code of Conduct for the Protection of Children from Sexual Exploitation in Travel and Tourism (The Code - www.thecode.org) and has implemented an Action Plan accordingly to protect children at local levels. A copy of hotelbeds' Child Protection Policy can be found here (<http://group.hotelbeds.com/policy/hotelbeds-group-child-protection-policy-external.pdf>.)

- 3.16.3. The Customer agrees to procure that it and any other person who performs services and/or supplies goods within the Customer's supply chain for the Customer shall comply with all applicable law relating to slavery and human trafficking (Anti-Slavery Requirements) including the UK Modern Slavery Act 2015, and at hotelbeds' request, provide hotelbeds with any information or reasonable assistance to enable hotelbeds to identify the Customer'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' Modern Slavery Statement can be found here (http://group.hotelbeds.com/comms/sustainability/hotelbeds_modern_slavery_statement.pdf.)
- 3.16.4. The Customer 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) and will comply with all applicable international and national legislation in force, regulations and codes of practice, especially in human rights matters.
- 3.16.5. In case of breach of this clause by the Customer, hotelbeds may, at its sole discretion, terminate the present Purchase Order immediately.

In case of non-adherence to the obligations:

- 3.17. Lack of Payment:
 - 3.17.1. The booking request will not be confirmed by hotelbeds and the transaction is not considered completed until the Customer has paid in time the full price of the Travel Services, irrespective of whether the End Customer, intermediary or the remaining interested parts, have paid the Customer.
 - 3.17.2. Therefore, hotelbeds will only confirm the booking once the full price is paid by the Customer. In the event that payment for the booking is not received by the date and payment method agreed or that there is a failure to fulfil all requirements, hotelbeds may automatically cancel the reservations with no right on the part of the Customer and/or the End Customer to claim any service provision or amount whatsoever from hotelbeds on account of such an annulment.
- 3.18. Unauthorized room blocks for accomodation services
 - 3.18.1. Holding room blocks is considered a prohibited behaviour.
 - 3.18.2. The use of the Integration is limited to FIT bookings and as such hotelbeds' database inventory is protected against any other unauthorized use.
 - 3.18.3. The blocking of multiple rooms with unconfirmed names, ensuing name changes or cancellation within forty- five (45) days of arrival is prohibited, due to database inventory restraints.
 - 3.18.4. Should any such blocks be detected, hotelbeds reserves the right to deny and cancel said bookings in its sole discretion.
- 3.19. Claims and Liability

- 3.19.1. The Customer shall be liable for the acts and omissions of its End Customers. In this case, hotelbeds and/or the Travel Service supplier reserve the right to automatically cancel End Customer bookings with no right of the End Customer to any compensation whatsoever.
- 3.19.2. The Customer (whether or not this Agreement has been terminated) shall at all times hold 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 Customer or any of its servants, agents or contractors of any of the provisions of these Service Terms.
- 3.20. Indemnification
 - 3.20.1. The Customer and its affiliates, owners, officers, directors, employees contractors and subcontractors (the "Indemnifying Party") hereby agrees to protect, defend, indemnify and hold harmless hotelbeds, and its affiliates, officers, directors, shareholders, members, agents and employees from and against any and all claims, demands, damages, losses or expenses, of any nature whatsoever, including court costs and reasonable attorneys' fees ("Damages"), arising directly or indirectly from or out of (i) any breach by the Indemnifying Party of any of its representations, warranties or obligations hereunder or its negligence or wilful misconduct, except to the extent attributable to the negligence or wilful misconduct of hotelbeds; and (ii) the acts and omissions of the Indemnifying Party in connection with this Agreement, except to the extent caused by the negligence or wilful misconduct of hotelbeds. This section shall survive the termination of the Agreement. hotelbeds shall give the Indemnifying Party prompt written notice of any claim; provided, however, that the failure to notify the Indemnifying Party shall not affect the indemnity obligations of the Indemnifying Party except to the extent it is prejudiced by the failure of hotelbeds to give such notice.
- 3.21. Health and Safety
 - 3.21.1. The Customer will at all times save harmless and keep fully indemnified hotelbeds from any claim arising from the use that it can give to the information, response, contents, etc received by Suppliers. The Customer accepts that all the information related to H&S is a Confidential Information and must not be disclosed under any circumstances.
- 3.22. Public Announcements or external communication
 - 3.22.1. The Customer shall consult with hotelbeds via Nezasa 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.
 - 3.22.2. The Customer shall not release any communication, marketing material or press release unless and until it first obtains hotelbeds' consent in writing. The Customer shall be directly and personally liable for any damage or loss caused to hotelbeds by breach of this clause.
- 3.23. Ownership and other rights
 - 3.23.1. The Customer 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 Integration (including without limitation the hotelbeds terms and conditions, rules, policies and operating procedures, and hotelbeds' confidential information, received or acceded are the exclusive property of hotelbed or its suppliers.

- 3.23.2. The Customer agrees that, except hereby stated, they shall not acquire any right or interest in the information or data accessed and that hotelbed 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.
- 3.23.3. All trademarks, copyright, logos, database rights and other intellectual property rights in the materials on this Integration (as well as the organisation and layout of this Integration) are owned by hotelbed or its suppliers. The Customer and any user may not use, copy, modify, alter, publish, broadcast, distribute, sell or transfer any material on this Integration or belonging to hotelbed whether in whole or in part without hotelbed' prior written consent.
- 3.23.4. In the event that there is any misuse of any intellectual property owned by hotelbed (including without limitation all trademarks, service marks, logos, commercial names, etc.) without hotelbed' consent or license; all bookings and sales will be stopped, and hotelbed reserves the right to take any legal action to protect its legitimate interests.

4. Supplier Provisions

The supplier grants the following:

- 4.1. hotelbeds will use its best endeavours to confirm the booking in accordance with the submitted booking request.
- 4.2. Prices per travel service
 - 4.2.1. Hotels and other accommodation establishments: Prices quoted are per person per night or per unit per night. Price does not include any extra services such as telephone calls, insurance, laundry service, minibar, parking, etc., which shall be paid directly by the End Customer.
- 4.3. hotelbeds' Liability
 - 4.3.1. Hotelbeds and Nezas act as the Customer's agents and as independent intermediaries in the contracting of accommodation and other Travel Services, and thus shall not be liable for any acts, omissions, breaches or negligence of any such independent businesses or any damages or expenses resulting from the aforesaid, including but not limited to damages resulting from death, injury, illness, damage, loss, accident, theft, delays or any other irregularity or quality issues which may arise (i.e. delays, overbookings, etc.), whether directly or indirectly, from the supply of Travel Services by Travel Services suppliers which have been contracted via hotelbeds and its affiliates.
 - 4.3.2. Hotelbeds shall use reasonable endeavours to ensure that suppliers of Travel Services accept liability and indemnify, when reasonably applicable, from and against any claims of the Customer's guests arising from the provision of the Travel Services. Therefore, the Customer hereby commits to ensure that, when possible, the End Customer files any claim for the Travel Services directly with the Travel Service supplier who will be the only liable for the complaint. The Customer also acknowledges that hotelbeds has no control over the provision of the Travel Services.
 - 4.3.3. Hotelbeds, acting as intermediary, will assist the Customer via Nezas on incidents and complaints handling. Such assistance will consist of informing the supplier of the Travel Services about the complaint.
- 4.4. Disclaimer
 - 4.4.1. Neither Party shall be liable for any indirect, special, punitive, exemplary 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.

- 4.4.2. The information on the Integration 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. Information on the various Travel Services is as accurate as possible given that the information is provided by the Travel Service supplier.
- 4.4.3. The inclusion or offering of any Travel Services on the Integration does not constitute an endorsement or recommendation of such Travel Services and hotelbeds does not guarantee or warrant that the Travel Services have been evaluated and/or that travel to particular destinations are advisable or without risk, and hotelbeds is not liable for any issues or losses that arise from travel to particular destinations offered on the Integration. Usage of links to third party Sites is at your own risk since these links are provided for your reference only.
- 4.4.4. 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 a tariff error affecting the price of a confirmed booking, hotelbeds is expressly entitled to modify the affected booking to reflect the correct tariff given previous notice to the Customer. If hotelbeds offers the Customer the option to cancel the booking and the Customer does not cancel the same within the time given, it shall implicate the acceptance of the corrected rate and any applicable discount that at its sole discretion and as a mere gesture of goodwill, hotelbeds might have decided to apply (if any). Notwithstanding the above hotelbeds or the supplier reserve the right to cancel the booking and in the event of such cancellation, without incurring any liability to the Customer, hotelbeds will refund monies paid by the Customer in relation to such booking (if applicable).
- 4.4.5. To the maximum extent permitted by law, hotelbeds disclaims all warranties, express or implied, with regard to the information, services and materials contained on this Integration. All such information, services and materials are provided "as is" and "as available" without warranty of any kind.
- 4.5. Health and safety (H&S)
 - 4.5.1. Hotelbeds and Nezasa shall not be held liable for any responses, information, contents, acts, omissions, or any breaches of any such independent businesses (Suppliers) in relation to H&S matters. Hotelbeds and Nezasa shall not be liable for the information provided by Suppliers in relation with the H&S audits being the Supplier the only responsible of meeting all the legal requirements and obligations in terms of H&S.
 - 4.5.2. Hotelbeds has no legal or contractual obligation to provide H&S information that might receive from the services provided or to request such information to it, being the information or support given a mere commercial gesture which can be denied or revoked by hotelbeds at any time.

5. Nezasa Provisions

Nezasa grants the following:

- 5.1. All first line customer service to Customers will be provided by Nezasa.
- 5.2. The information on what is included and not included in the price of the Travel Services (i.e. taxes, city taxes, fees, commissions, etc.).

- 5.3. In case of chargebacks, Nezasa warrants that it will assist hotelbeds by contacting the credit card holder and providing all documentation which supports the legitimacy of the transaction including but not limited to signed credit card authorization form from the credit card holder.

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. If the Customer commits any material breach of its obligations under these Service Terms, hotelbeds reserves the right to terminate the Integration immediately at any time without prior written notice to the Customer.
- 6.3. Hotelbeds may terminate the Integration immediately if the Customer displays or promotes on its site, or links to another Integration which displays or promotes, (i) any pornography or sexually explicit images, (ii) misleading, abusive, violent, racist, discriminatory or hate orientated material, (iii) any materials which infringe or assist others to infringe the intellectual property rights of others, (iv) libellous statements about a private or public person or organization; or (v) causing or enabling any transaction to be made that are not in good faith, including but not limited to, by means of any device, program, robot, frames, hidden frames, JavaScript, pop-up windows and redirects.
- 6.4. Assignment
 - 6.4.1. Hotelbeds reserves the right to assign in total or in part the obligations and/or rights of these Service Terms to any subsidiary, affiliate or holding company or any subsidiary of its holding company.
 - 6.4.2. The Customer shall not assign any obligation or right of these Service Terms, or any other agreement which binds them, to any third party, unless prior express consent has been granted by hotelbeds. Any attempted assignment in violation of this section shall be void.

7. Miscellaneous

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

Nezasa AG
Sihlstrasse 99
8001 Zurich
Switzerland

ANNEX: HOTELBEDS TERMS AND CONDITIONS

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 HB 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 HB 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 HB.

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.

HB 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 duly processed by HB, 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 HB detailing the destination and booking number. HB 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 HB. Any charges for cancellations made directly by the consumer with the accommodation establishment which are charged by the supplier to HB shall be paid, in turn, by the CLIENT to HB.

Claims for reimbursement by an end consumer leaving the accommodation establishment before the reserved departure date (early check-out), must be addressed to HB 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 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. HB 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, HB 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, HB 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.
- HB 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. HB 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, HB shall provide CLIENT, via a separate email, a chart with an estimated percentage of the sales tax rates applicable to each accommodation establishment in HB' portfolio of accommodation establishments. The estimated tax percentages are non-binding and are based on tax and price information provided to HB by its independent third party suppliers. HB 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 HB 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 HB 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 HB' website. A car rental reservation (whether confirmed or not) through HB' 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 HB' 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 HB system.

HB agrees to carry the end consumer and his/her luggage on the journey permitted by the Travel Services booked with HB, 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 HB 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, HB will not be held liable and may not be able to guarantee correct service provision.

HB 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: HB 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 HB.

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 HB should be contacted immediately. HB 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 HB for checking the booking and informing about contingencies.

HB 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. HB 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. HB must be informed of any modifications to the flight number.

Cancellation: End consumers are entitled to cancel the transfer through the HB system. Cancellations must be made at least 48 hours before the time of travel. HB 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.

No reimbursement to the end consumer shall be made in the event of a 'no-show' without prior consultation with and express authorization from HB, who 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 HB 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, HB may give the seat to another end consumer, in which case the first-mentioned end consumer will be considered to have missed the service. HB 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, HB 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.

HB 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 HB' absolute discretion and depending on the transfer supplier and the destination. Such extra charges must be paid before departure otherwise HB 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

HB 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 HB 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 HB 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 HB 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.

HB may also contact final customer for these purposes.

In the exceptional circumstance of end consumers failing to obtain the pick-up time and location, it can be verified at 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:

HB 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. HB 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. HB 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, HB recommends end consumers to contact the service provider using the

telephone number provided on the transfer voucher.

HB will do everything in its power to adapt the changes that need to be made to the new situation. HB 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). HB 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 HB. HB 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. HB will not be held liable for any additional costs in the event of the flight, boat and/or train being missed.

Liability

HB 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 HB were to fail for any reason within its control to deliver the end consumers to their confirmed destination, HB will provide suitable transport such as another coach, private car, taxi etc. Any reimbursement made by HB 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.

HB 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.

HB' 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 HB' failure, breach of contract, or the deliberate or negligent acts or omissions of any of HB' 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, HB has no responsibility over this process.

Rating of each accommodation establishment has been done by HB 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.