

## ONLINE TRAVEL ACCOMMODATION BOOKING SERVICE – WEB TERMS & CONDITIONS

This Online Travel Accommodation Booking Service Agreement (the "Agreement") is activated and entered into on the date of electronic acceptance by Party B, as evidenced by their electronic signature,

### Between

RatesPro Travel Limited, a company incorporated under the laws of Ireland, having its registered office at 16 Clare Street, Building, Dublin 2, Ireland, with corporate registration number 709028, (hereinafter referred to as "Party A"),

### And

The entity or individual electronically accepting this Agreement, hereafter referred to as "Party B", whose details will be provided and authenticated through the electronic acceptance process on the RatesPro website.

WHEREAS, the Party A Group has developed and is operating a fully automated global reservations and distribution system known as the Party A System (defined below), with the ability to perform comprehensive information, communications, reservations, ticketing and related functions;

WHEREAS, Party B desires to utilize the Party A System and other related products and services;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

## 1. DEFINITIONS AND INTERPRETATION

The following definitions shall apply to the terms used in this Agreement unless the context otherwise requires:

"Agreement" means this ONLINE TRAVEL ACCOMMODATION BOOKING SERVICE AGREEMENT, and any Exhibit attached hereto, as amended or supplemented from time to time.

"Confidential Information" means information, not generally known in the relevant trade or industry, which was received by a Party (the "Receiving Party") from the other Party (the "Disclosing Party" as applicable), and which is information relating to:

- (1) trade secrets of the Disclosing Party;
  - (2) existing or contemplated products, services, technology, designs, processes, formulae, computer systems, algorithms, research or developments of the Disclosing Party; or
  - (3) business plans, sales or marketing methods, methods of doing business, Party B lists or requirements, and Provider information of the Disclosing Party.
- Confidential Information does not include information (1) already known to the Receiving Party at the time of disclosure (unless under a pre-existing obligation of confidence); (2) that becomes publicly available (other than due to a breach by the Receiving Party); (3) is rightfully received by the Receiving Party from a third party without an obligation of confidentiality; (4) is independently developed by the Receiving Party without reference to the Disclosing Party's

Confidential Information, or (5) relates to data generated through the System which is disclosed by Party A to or as required by third parties in the normal and customary course of Party A' business.

"Party A Group" means the group of legal entities established in order to organize, develop, operate, and market the Party A System, including Party A, its subsidiaries and affiliated companies.

"Party A System" or "System" means the Travel Global Hotel Distribution System being developed, operated and distributed by the Party A Group.

"Booking" means an individual car, transfer, excursion or hotel reservation entry, processed and booked in the Party A System which has not been cancelled, unconfirmed or unfulfilled and which are billable to the Provider.

"Content" means all car, transfer, excursion or hotel travel information containing information about schedules, availability, fares and related services, and through which reservations can be made and/or tickets issued through the Party A System.

"Eligible Booking" means those Net Bookings that have been paid for by Party A in the name of Party B.

"Provider" means a provider of travel related services that makes its data available through the Party A System.

"Taxes" means any VAT, federal, state or local tax, surcharge, education charge, levy, duty or similar charge that is imposed on the sale, lease, transfer or use of any products or services made available to

Party B or a Party B Location pursuant to this Agreement.

“User” or “Users” means individuals that access the Party A System or a Web-Site.

## **2. TERM**

2.1. This Agreement, unless terminated earlier by mutual consent of both the Parties, shall be effective from the date of the electronic signature and for a period of one (1) year, (the “Term”), at which point this Agreement will automatically renovate without further action by the Parties unless the Parties mutually agree in writing to not extend this Agreement

## **3. ESSENTIAL CONDITIONS OF THE AGREEMENT**

- 3.1. Bookings provided through Party A System as an intermediary under this agreement may encompass handling requests for availability, reservations, and confirmations of accommodations, transfers, excursions, representation, and any other services mutually agreed upon by the Parties from time to time.
- 3.2. PARTY A commits to making all reasonable efforts to secure reservations as per the booking requests received.
- 3.3. PARTY A serves solely as an agent for Party B concerning all reservations made by PARTY A on behalf of Party B. PARTY A bears no responsibility for any contracts Party B

enters into or any services Party B secures, nor for the actions or inactions of any Providers or other entities or individuals involved in Party B's reservations. The terms and conditions of the service provider will govern Party B's contract, with pricing and cancellation policies being clearly outlined during each booking process, subject to current conditions, availability, and other influencing factors. Party B will be guided through the booking process via the Website.

## **4. SERVICES**

- 4.1. Generally. Upon receipt of Party B's Booking and the corresponding payments, Party A will issue a confirmation through an email or the System, which will include a booking voucher along with the booking reference.
- 4.2. The confirmation of the booking by PARTY A and the finalization of the transaction are contingent on the PARTY B's timely payment of the total service fee. This holds true regardless of whether the consumer, intermediaries, or other relevant parties have settled their payments with PARTY B. As such, PARTY A will only confirm the reservation upon receiving the complete payment from the PARTY B.
- 4.3. Unless otherwise stipulated in a financial agreement between the Parties, the

booking process is not considered finalized until the PARTY B has fully paid PARTY A for the Booking. Therefore, PARTY A's confirmation of bookings is subject to the full payment being made by the PARTY B to PARTY A.

### **4.4. The System**

- A. System Access. Party A will grant access to the Party A System to Party B
- B. Ownership/Use. The System is Party A' proprietary information and a trade secret. Party A grants Party B a non-exclusive, non-assignable, limited right to access to the “Party A “Travel Global Hotel Distribution
- C. System Modifications. Party A or its licensors may, in its discretion modify, replace, substitute and/or upgrade or enhance the functions and components of, and data provided through, the System without any obligation to Party B or any Party B Location.
- D. Interference with System Performance. If Party B Equipment degrades or interferes with System performance, or is an unauthorized modification thereto, Party B understands that all resulting downtime and costs will be Party B's or the applicable Party B's sole responsibility.
- E. Suspension of Access. Party A may suspend System access for a particular Party B without liability if:

- (1) Party A reasonably believes that an abuse or misuse of the System is being caused, permitted or enabled by Party B;
- (2) Party B attempts unauthorized modifications to the System;
- (3) Party B directly or indirectly solicit, negotiate or contact with Providers for the purpose of obtaining the same rate conditions indicated in Party A System, or;
- (4) Party B's access causes degradation to the System or interference with use of the System by other users, or causes a condition which may place Party A in potential or actual breach of its agreements with other parties (e.g., in the event of robotic software causing an inordinate amount of Transactions to hit the System).

If System access is suspended pursuant to (1), (2) or (4) above, Party A will notify Party B as soon as reasonably possible. The Party B will have thirty (30) days to cure the degradation, interference or other problem. If the cure is not effected within said period, then this Agreement may be terminated as to such affected Party B without liability to Party B or any other party. In addition to the above, if System access is suspended pursuant to (3), Party B shall be entitled to seek appropriate remedies, including but not limited to injunctive relief and damages. The amount of

damages shall be determined based on the loss of business opportunity and any additional costs incurred by Party A as a result of such breach.

**F. Features.**

- a. Party A shall provide Party B with the booking and billing functions of its Travel Global Hotel Distribution System to fulfill Party B's need to transmit booking information with designated international hotels and to obtain feedback from international hotels on confirmation information
- b. Party A shall set up an online transaction inquiry function for Party B to provide Party B with merchant information management and transaction information inquiry services.
- c. Party A will provide Party B with the peer-to-peer settlement price of hotel rooms, and Party B may increase the sales price based on the peer-to-peer settlement price according to the market situation, and both Party A and Party B will finally settle the room payment at the peer-to-peer settlement price.

**5. RESERVATION TERMS**

- 5.1. By making a Booking, Party B accepts and agrees to the relevant cancellation and no-show policy of that Provider, and to any additional (delivery or other) terms and conditions of the Provider that may apply to the Booking.
- 5.2. The general cancellation and no-show policy of each Provider is made available on Party A System, during the reservation procedure and in the confirmation email or ticket (if applicable). Party B agrees that certain rates or special offers are not eligible for cancellation or change.
- 5.3. Applicable city/tourist tax may still be charged by the Provider in the event of a no-show or charged cancellation.
- 5.4. Bookings which requires prepayment may be cancelled (without a prior notice of default or warning) insofar the amount(s) cannot be collected in full on the relevant payment date in accordance with the relevant payment policy
- 5.5. Cancellation and prepayment policies may vary according to room or booking type.
- 5.6. It is the duty of Party B to make certain that the Provider's conditions are adequately communicated to and agreed upon by their consumers, intermediaries, and any other relevant parties, before finalizing any

agreements with them where this Agreement is applicable.

- 5.7. The displayed prices are net rates. All prices incorporate sales taxes (such as GST, ITBIS, VAT, or equivalent taxes). Should there be any rise in the relevant tax rate, it will be reflected as an increase in the price.

## **6. PAYMENT**

- 6.1. Full payment of invoices is required. Party B is not permitted to make any deductions. Any disputes concerning the invoice must be reported to Party A within twenty (20) days from its issuance. Disputes raised after this period will not be acknowledged.
- 6.2. Credit Card Payments: For payments made via credit card, Party B must enter all necessary details into the system. Party B is accountable for the accuracy of the information provided to Party A.
- 6.3. Party B is obliged to obtain and maintain signed authorizations from the credit card owner. Party A may request a faxed credit card charge authorization, signed by the card owner, along with a copy of the card owner's passport or national identity document. Additional charges may apply for credit card transactions. In the event of chargebacks, Party B guarantees to assist Party A by reaching out to the cardholder and supplying all relevant documentation

proving the legitimacy of the transaction, including but not limited to, the credit card holder's signed authorization form. Party B is liable for and will indemnify Party A for all chargebacks associated with bookings made by Party B. The parties recognize that costs, losses, and damages from fraudulent bookings or chargebacks will be borne by Party B. If a fraudulent booking or chargeback occurs after commission payment, Party A has the right to deduct such amounts from future commission payments, notifying Party B of this action.

- 6.4. Party A must receive the net payment promptly, with Party B covering any related costs or expenses. Therefore, Party B is responsible for any shortfall in payment due to bank fees or currency conversion.
- 6.5. Party A is entitled to claim and receive any additional expenses incurred by Party A, plus full settlement with interest of 8% points per annum, for any unpaid amounts regarding the services provided, excluding disputed charges.
- 6.6. If required by law to deduct or withhold taxes from payments due to Party A under this Agreement, Party B will (i) timely and accurately prepare and file necessary documents and pay such taxes to the relevant tax authority, (ii) provide Party A

with government receipts showing Party B's tax withholdings and payments in a timely manner, and (iii) increase each payment related to this Agreement to ensure Party A receives the full amount it would have received had the payment not been subject to tax.

## **7. TAXES**

- 7.1. The Parties agree to comply with any and all applicable Tax laws and regulations. For the transactions contemplated hereunder, Party A shall be liable for any Taxes which must be paid to Irish tax authorities and Party B shall be liable for any Taxes which must be paid to tax authorities where Party B is established. Should there be a material change in tax laws or regulations which affect the transactions hereunder, the Parties shall discuss in good faith possible changes to their respective tax obligations pursuant this clause.

## **8. WARRANTIES DISCLAIMER/LIMITATIONS**

- 8.1. DISCLAIMER OF ALL OTHER WARRANTIES AND REMEDIES. PARTY A MAKES NO WARRANTIES TO PARTY B UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OR COMPLETENESS OF THE DATA

DERIVED FROM THE SYSTEM, NON-INFRINGEMENT, OR ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE, OR THAT PARTY A WILL MAKE THE DATA OF ANY PARTICULAR PROVIDER AVAILABLE TO PARTY B.

8.2. Clear errors (such as misprints, typographical mistakes, miscalculations in currency conversion, general pricing errors, etc.) are not considered binding. In instances where a pricing error affects the cost of a confirmed reservation, Party A has the explicit right to alter the Booking to reflect the accurate price, following prior notification to Party B. If Party A proposes a cancellation option to Party B and Party B fails to cancel within the specified timeframe, it will be deemed as acceptance of the adjusted rate and any potential discount that Party A, at its own discretion and as a gesture of goodwill, might choose to offer (if any). Nevertheless, Party A or the Provider maintains the right to cancel the Booking. In such a case, Party A shall have no liability towards Party B and will reimburse any payments made by Party B concerning that Booking (if applicable).

### 8.3. LIABILITY LIMITATIONS

A. Dishonored Reservations. IF A PROVIDER DOES NOT HONOR A RESERVATION BOOKED THROUGH THE SYSTEM DUE TO OVER SALE OR LACK OF A RECORD OF THE RESERVATION, THE SOLE REMEDY WILL BE AS SET FORTH IN THE PROVIDER'S TARIFF OR THE PROVIDER'S APPLICABLE POLICIES AND PROCEDURES.

B. Limitation of Liability. EXCEPT FOR (A) ACCRUED SUMS EXPRESSLY OWED UNDER THIS AGREEMENT BY EITHER PARTY TO THE OTHER; (B) ANY EXPRESS INDEMNITY OBLIGATIONS HEREIN; (C) ANY PAYMENT OBLIGATIONS PURSUANT TO AN EXHIBIT; AND (D) DIRECT DAMAGES FOR BREACHES OF CONFIDENTIALITY, GROSS NEGLIGENCE OR WILFUL MISCONDUCT, NEITHER PARTY WILL BE LIABLE TO THE OTHER, UNDER ANY THEORY OF LIABILITY OR ANY FORM OF ACTION FOR ANY OTHER DAMAGE INCLUDING LOSS OF PROFITS OR BUSINESS OR ANY INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT, CONSEQUENTIAL, INTEREST, REVENUE, SAVINGS OR ANY OTHER ECONOMIC LOSS, OR THE COMPILATION, COMMUNICATION, DELIVERY OR LOSS OF USE OF ANY DATA, EVEN IF THE DEFAULTING PARTY HAD BEEN ADVISED OF, KNEW, OR SHOULD HAVE KNOWN OF THE POSSIBILITY THEREOF.

C. PARTY A OPERATES AS THE REPRESENTATIVE OF PARTY B AND FUNCTIONS AS AN AUTONOMOUS INTERMEDIARY IN THE ARRANGEMENT OF BOOKINGS. AS SUCH, IT IS NOT RESPONSIBLE FOR ANY ACTIONS, FAILURES, VIOLATIONS, OR NEGLIGENCE COMMITTED BY ANY INDEPENDENT ENTITIES, NOR FOR ANY RESULTING HARM OR COSTS. THIS INCLUDES, BUT IS NOT LIMITED TO, HARMS ARISING FROM DEATH, INJURY, SICKNESS, DAMAGE, LOSS, ACCIDENTS, THEFT, DELAYS, OR ANY OTHER DISCREPANCIES OR QUALITY ISSUES (SUCH AS DELAYS, OVERBOOKINGS, ETC.). THESE ISSUES MAY OCCUR EITHER DIRECTLY OR INDIRECTLY DUE TO THE PROVISION OF THE BOOKINGS BY PROVIDERS THAT HAVE BEEN ENGAGED THROUGH.

## 9. CONFIDENTIALITY

9.1. The Parties will not disclose any of the terms and conditions of this Agreement, including but not limited to pricing, to any third party without the other Party's written consent.

9.2. Further, both Parties agree not to disclose the other Party's Confidential Information without written consent.

## 10. TERMINATION/EFFECT OF TERMINATION

10.1. Termination. The Agreement will be terminated in accordance with Clause 2 above. Neither Party may terminate this

Agreement for convenience. In addition to any other termination rights expressly provided for in this Agreement, this Agreement may be terminated by either Party:

- a. for a material breach of any term of the Agreement by the other Party, in the event that the other Party fails to cure such breach within thirty (30) days after receipt of notice;
- b. if the other Party becomes insolvent, makes an assignment for the benefit of creditors, suffers the appointment of a receiver, a trustee, a creditors committee, or a petition in bankruptcy or seeks reorganization, or readjustment of its debts or its dissolution or liquidation or for any other relief under any bankruptcy or insolvency law, or has entered against it a judgement or decree for its dissolution which remains undismissed or undischarged or unbonded for a period of thirty (30) days, or if the other party shall take any step leading to the cessation as a going concern, or ceases operations for reasons other than a strike.

10.2. Effect of Termination.

- a. In the event of termination of this Agreement, (a) the Parties will promptly return all Confidential Information to the Disclosing Party, and (b) Party B will no longer have access to Party A system.
- b. In the event that this Agreement is terminated during the Term or any Extension by Party B for any reason other than pursuant to Clause 10.1, Party B agrees to pay back to Party A, without the requirement for notice or demand, and within ten (10) days following the termination of this Agreement the Eligible Bookings remaining.

**11. INTELLECTUAL PROPERTY**

- 11.1. Party B acknowledges and agrees that all intellectual property items and rights (including, but not limited to, copyrights, patents, trademarks for products or services, and trade secrets) related to Party A System that Party B receives or accesses, are the exclusive property of Party A or its Providers.
- 11.2. Party A grants Party B, under the terms and conditions of this agreement, a non-exclusive, royalty-free, and non-transferable license to view and use the materials provided or included in the

content of the Bookings (such as texts, photographs, descriptions, maps) available through Party A's System (hereafter referred to as the Content). The duration of this license is dependent on the term of this Agreement.

- 11.3. Party B is authorized to use the supplied Content solely for the purpose of promoting and selling the services provided by the Providers in the Booking.
- 11.4. Party B acknowledges and accepts that it will not acquire any rights to the Content other than those expressly granted herein, with Party A or its providers remaining the sole proprietors of the Content.
- 11.5. To the extent allowed by law, Party A disclaims any warranty regarding the truthfulness, accuracy, or intellectual property (IP) rights of the materials and contents on its System. Party B acknowledges that Party A cannot assure that the information, pictures, or images are free from third-party IP rights, as such content is uploaded and provided by independent entities. Party A is not liable for any actions, omissions, negligence, or violations of third-party rights by the service providers promoted



in our XML integration system, nor for any damages or expenses arising from such violations.

## **12. NOTICES**

12.1. Notices and consents under this Agreement must be in writing, and will be deemed delivered: (1) five (5) business days after being sent by first class mail to the address below (or identified on the form attached as Exhibit 1); or (2) two (2) business days after being sent by way of a nationally recognized overnight delivery service to the address below (or identified on the form attached as Exhibit 1); or (3) immediately upon hand delivery, in each case to the legal representative of each Party.

12.2. Either Party may give written notice to the other Party of such other address(es) to which notices shall be sent, and thereafter notices shall be sent to such new or additional addresses.

## **13. GENERAL PROVISIONS**

13.1. Assignment. Party B may not assign this Agreement or any right or obligation under this Agreement without Party A' consent, which will not be unreasonably withheld. If Party A permits an assignment, the assignee will be deemed

to have assumed and be bound by all of Party B obligations under this Agreement. Subject to prior written approval given by Party B, which will not be unreasonably withheld, Party A may assign this Agreement to (i) a company within the Party A Group, and (ii) to any entity that acquires substantially all of Party A' assets.

13.2. Compensation: Each party has the right to offset credits against each other arising from this Agreement. Examples of offset items include, but are not limited to: claims from end consumers for which one party is responsible, claims by Providers that are the responsibility of Party B.

13.3. Force Majeure. Neither Party shall be responsible for, nor be deemed to be in default under this Agreement on account of, any failure to perform or delay in performance hereunder caused directly or indirectly by any fact beyond such Party's reasonable control including, but not limited to, acts of God, war, terrorism, criminal acts of third parties, embargo, strikes or other labour disputes, work stoppages, riots, civil unrest, fires or acts of government ("Force Majeure"). The Party claiming

that Force Majeure has occurred shall without unnecessary delay notify the other Party in writing of the cause and effect of the Force Majeure. The Parties shall use their best efforts to avoid, overcome and offset the effects of any cause or potential cause of an event of Force Majeure. The Party claiming Force Majeure shall notify the other Party immediately of the cessation of the Force Majeure. Upon cessation of the cause of the Force Majeure, this Agreement shall again become fully operative, provided that should such Force Majeure event continue for greater than thirty (30) days, either Party may terminate this Agreement upon written notice to the other Party, and the provisions of Clause 10 will apply.

13.4. Law and jurisdiction. This Agreement, along with any obligations not based in contract that arise from or relate to it, will be subject to the laws of the Ireland. Notwithstanding the foregoing, should a legal conflict arise, both Parties consent that the legal jurisdiction will default to domicile of the defendant.

Each Party consents to the exclusive authority of the judicial courts in the country where the respondent in the

relevant lawsuit resides to resolve any disputes stemming from or associated with this Agreement, including those related to non-contractual obligations. In determining the respondent, any counterclaims will be disregarded. In instances of multiple but connected lawsuits, jurisdiction will be established by the court where the first lawsuit is filed. Each Party irrevocably relinquishes any rights to challenge the jurisdiction of these courts, to argue that the lawsuit has been brought in an inappropriate forum, or to dispute the competence of these courts to adjudicate.

- 13.5. Change in Law/Regulation. The Parties understand that the travel industry in which they operate is constantly evolving due to technological advancements, regulatory overview and changes in Provider distribution policies. The Parties desire the flexibility to address material changes in the industry. Accordingly, in the event there is a material change in any law or regulation governing or applying to the Parties and/or Providers which have or will have a direct or indirect material adverse effect upon the benefits of this Agreement to either Party, then the

affected Party may notify the other Party of such material change in law or regulation, as well as proposed changes to this Agreement (the "Notice"). The Parties will then meet as appropriate with the goal of addressing the proposed changes in good faith. If the Parties do not agree to such changes within forty-five (45) days after the date of the Notice, then the affected Party may terminate this Agreement upon ninety (90) days written prior notice to the other Party and the provisions of Clause 10 will apply.

- 13.6. No waiver of any provision or of any breach of this Agreement shall constitute a waiver of any other provision or of any subsequent breach.
- 13.7. Independence. In no event shall either Party act as an agent of the other. The Parties are entirely independent from the other and this Agreement in no manner creates a partnership, joint venture or similar relationship.
- 13.8. Entire Agreement / Modification. This Agreement constitutes the entire agreement between the Parties with respect to this subject matter and supersedes and cancels all prior agreements or understandings, oral or

written. This Agreement may not be modified or amended except in writing, signed by authorized representatives of each Party.

- 13.9. Third Party Beneficiary. This Agreement is for the benefit of the Parties only. It does not confer any rights or benefits on any other party.
- 13.10. Severability. If any provision of this Agreement shall be invalid, illegal, or unenforceable in any respect, it shall be ineffective only to the extent of such invalidity, illegality or unenforceability and shall not in any way affect or impair the validity, legality and enforceability of the balance of such provision or any other provision of this Agreement. The Parties shall endeavour in good faith negotiations to replace the invalid, illegal or unenforceable provision(s) or such portion thereof with such valid, legal and enforceable provision(s) the economic effect or which is as close as possible to that of the invalid, illegal or unenforceable provision(s).
- 13.11. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.



IN WITNESS THEREOF, the Parties hereto have executed this Agreement as of the dates below.

**By selecting the "I Accept" option on the RatesPro website and providing the required information, Party B expressly agrees to be bound by the terms and conditions of this Agreement. This action constitutes Party B's electronic signature and their explicit consent to enter into this Agreement on the date of such action.**

The electronic signature provided by Party B via this method is legally binding and considered by both Party A and Party B to be the equivalent of a handwritten signature. This electronic signature is in full compliance with the Electronic Identification, Authentication and Trust Services (eIDAS) Regulation in the European Union, in addition to compliance with other applicable laws such as the Electronic Signatures in Global and National Commerce Act (E-SIGN Act), the Uniform Electronic Transactions Act (UETA), or other relevant legislation.

Party B's action of entering personal and payment information on the RatesPro website and clicking the "I Accept" button constitutes an affirmative, conscious decision to opt into this Agreement and all associated terms, including but not limited to, rates, services, and policies as described on the website at the time of acceptance.

RatesPro reserves the right to modify these terms or any additional terms that apply to a service,

provided that Party B is notified before the changes take effect. By continuing to use the service after such changes are made, Party B agrees to be bound by the revised terms.

## SERVICE LEVEL AGREEMENT

### 1. Customer Service Standard Procedure

Party A shall act and respond to Party B's requests as stated in the table below, following the check-in time frame:

Days Before Check-In	0 Day	1-3 Days	3+ Days
Hotel Confirmation Number	2-4 h	24h	48 h
Book-Outs	1-2 h	24h	24 h
Amendment	2-4h	12h	48 h
Special Request	2-4h	24h	24 h
Cancellation	1-2h	24h	24 h
Waiver	6h	24h	24 h
Refund	6h	24h	24 h

### 2. Book-outs, Disputes, and compensations

2.1 Party A, in its role as an intermediary, will provide support to Party B in managing incidents

and complaints. This support will include notifying the Provider about the complaint and making every effort to ensure that the Providers acknowledge responsibility and compensate for any claims from Party B's end consumers related to the intermediation of Party A's Bookings. Consequently, Party B agrees to encourage end consumers, whenever feasible, to directly file any claims with the Provider, who is primarily responsible for the complaint. Party B

acknowledges, however, that Party A does not have control over the services delivered by the Provider. Under no circumstances, shall a booking be canceled by Party A without prior notice to Party B, unless in breach of clause 6.

Party A will take all necessary action by offering Party B an alternative accommodation as follows:

- Accommodation Category: Equal or higher standard;
- Location: Same area or within the distance of 1km the most;
- Meal Plan: Equal or upgraded;
- Cancellation policy: Same as mentioned in the original booking (Non-Refundable or Refundable).

In case of any booking disputes Party B reserves the right to follow their standard booking procedure.

### 2.2 Overbooking

- PARTY A will assist PARTY B with alternative hotel accommodation respecting the conditions stated in this Agreement.
- In the case of FORCE MAJEURE, the PARTY A will rebook and follow the PARTY B's original booking rate;
- In case of any refusal, the original booking will be canceled free of charge.

### 2.3 Mapping Issues

- If PARTY A identifies a mapping issue the reservation will be canceled FREE of charge

### 2.4 Non-existing reservation upon check-in

- In case of non-existing reservations upon check-in, PARTY A must either relocate the guests or execute a proper solution respecting the time frame and conditions mentioned in Article 1 of this Agreement.

### 2.5 Compensations

- In case of the customer's non-acceptance of the provided alternative solution/relocation, the PARTY B will cancel the existing booking;
- The customer is entitled to be compensated with a maximum of 50% of the original booking rate if mutually agreed.

## 3. Amendments

The term Amendments shall include the following items: number of guests, guest name, number of

rooms, meal plan, length of stay, etc. The following categories shall apply:

- Before Cancellation Deadline – All cancellations and re-booking requests shall be amended by PARTY A accordingly;
- After the cancellation Deadline - Any amendments or cancellations won't be accepted and would lead to a 100% penalty according to the refund policies of both parties involved;
- Force majeure booking amendments may be negotiated and solved timely between the two parties.

## 4. Special Requests

- Special requests of any kind cannot be guaranteed at any time and are subject to hotels' availability and policy.

## 5. Cancellations

- Bookings will be processed as per the Cancellation Policy agreed upon between the two parties;
- Non-refundable bookings shall be treated on a case-by-case basis;
- Any waivers for booking cancellations, no-shows, early departures, etc., are to be treated on a case-by-case basis;
- PARTY A cannot guarantee the positive resolution of any cancellations involved

## 6. Refund

- Bookings made via Credit card – Might take up to 14 days realization after the request is made via the STRIPE payment gateway;
- Bookings made via Wire transfer - Might take up to 7 days to be refunded, from the moment the request is made

## 7. Operation Support

Operation support working hours:

- Monday to Friday – Non-Stop
- Saturday and Sunday – 08:00 till 23:59
- Support is guaranteed and can be reached by: email, phone
- Support is currently offered in English language.