

Travelbuzzes- Booking Platform

Travel Booking Terms of Service

These terms of service and any document referred to within them (collectively, the "Terms of Service") set out the terms on which NegoS – the TravelBuzzes Company ("Travelbuzzes", "we", "us" or "our") provides third party hotel and holiday booking services through our website www.Travelbuzzes.com or any app we release which allows you to access the booking services we provide (collectively, the "Service").

Please read these Terms of Service carefully before using the Service. When you use the Service to book a hotel or a holiday, you will be invited to agree to these Terms of Service. If you do not agree to these Terms of Service you must not use the Service.

1. WELCOME TO TRAVELBUZZES

1.1 Travelbuzzes is portal that promotes and advertises hotel accommodation, hotel packages, events, tours and holiday deals with hotels, tour operators, travel agencies, DMCs, tour guides, event agencies etc. Travelbuzzes provides you the functionality to upload your services, book or request a travel service from third party providers with whom you would contract with for the provision of that hotel accommodation or holiday, quote for requests and sell your services to agencies and consumers.

2. YOUR RELATIONSHIP WITH US

2.1 These Terms of Service govern your relationship with us in respect of your use of the Service and how bookings that you wish to make with third party hotels, travel operators etc. (collectively, "Travel Providers") as well as consumers and travel agencies (clients) are processed by Travelbuzzes. It is important that you read and understand the Terms of Service before using the Service. If there is anything within the Terms of Service that you do not understand, then please contact us at support@Travelbuzzes.com to discuss what this means for you.

2.2 By setting up an account or otherwise using or accessing our website or app you agree to these Terms of Service. If you do not agree to these Terms of Service, please do not use the Service.

3. INFORMATION ABOUT US

3.1 NegoS is a company registered in Germany with VAT ID: DE300831447

4. TRAVELBUZZES' SERVICE

4.1 Travelbuzzes allows account holders to make bookings with Travel Providers for hotel stays, package holidays, events and excursions advertised on our website and app ("Travel Offers"). All Travel Offers displayed on our website or app are subject to availability. Travelbuzzes does not guarantee that any Travel Offers will remain available for any period of time.

5. TRAVELBUZZES ROLE AS AGENT FOR TRAVEL PROVIDERS

5.1 We act as portal for the Travel Providers whose Travel Offers are featured on our website or app. This means that we act on behalf of the Travel Providers and provide a

platform through which you can enter into a contract with the Travel Providers for the provision of the Travel Offers. We do not directly enter a contract with you to provide any Travel Offer you purchase, your contract for the Travel Offer is with the Travel Provider. As such, these Terms of Service govern your use of our Service but all Travel Offers you purchase will be subject to the terms and conditions displayed on the Travel Offer page, the booking conditions made available to you just before you pay for a Travel Offer through our website or app and the terms and conditions of the Travel Provider where these are made available to you during the booking process (the "Offer T&Cs").

5.2 By using the Service to purchase a Travel Offer from a Travel Provider, you agree to the Offer T&Cs and you agree that you are contracting directly with the Travel Provider in relation to the Travel Offer purchased.

5.3 While Travelbuzzes uses reasonable endeavours to carefully select the Travel Providers for whom it acts as an agent, Travelbuzzes is not responsible in any way for the provision of the Travel Offers from a Travel Provider. If, after purchasing a Travel Offer, you have any queries or concerns about the Travel Offer, please contact the Travel Provider directly.

5.4 As your contract for the Travel Offer will be between you and the Travel Provider, we will not be in any way responsible for the delivery of the Travel Offer. As such, we do not accept any responsibility or liability for any loss you suffer as a result of availing of the Travel Offer.

5.5 You can find out more about our dispute resolution procedure at clause 18 below.

6. ACCOUNT AND MEMBERSHIP

6.1 To access the Service, you must register with us and set up an account (your "Account").

6.2 You may set up your Account with an email address and password.

6.3 When creating your Account using an email and password, we encourage you to use "strong" passwords (passwords that use a combination of upper and lower case letters, numbers and symbols). You are responsible for maintaining the confidentiality of your login details and any activities that occur under your Account. If you have any concerns that your Account may have been misused, you should contact us at support@Travelbuzzes.com straight away to let us know.

6.4 If you create your Account using a social media service you give us permission to access and use your information from that service as permitted by that service, and to store your log-in token for that service as set out in our Privacy Policy.

6.5 Once you have created your Account and we have informed you of this, you become a member of Travelbuzzes (a "Member").

6.6 You must be at least 18 years of age and capable in your country of residence of entering into a legally binding agreement to become a Member.

6.7 In the event that you breach these Terms of Service, Travelbuzzes may suspend or terminate your access to the Service and your Account. If your access is suspended or terminated you must not attempt to use the Service under any other name or by using the access credentials of another person even where you have the permission of that person to do so.

7. BOOKING TRAVEL OFFERS

7.1 You can book Travel Offers from Travel Providers by following the process outlined on the Service. You acknowledge that by booking with a Travel Provider you will be under an obligation to pay for the Travel Offer booked by you.

7.2 The booking process on the Service allows you to check and amend any errors before submitting your booking for a Travel Offer. Please take the time to read and check your booking at each stage of the booking process.

7.3 Please make sure that you (and any travel companions) are eligible for any Travel Offer and able to travel on the dates for which you have booked the Travel Offer before making a booking.

7.4 If you (or any travel companions) have any special requests you must let us know during the booking process. Travelbuzzes will attempt to pass on all reasonable requests to Travel Providers, but cannot guarantee that such requests will be met by the Travel Providers. Travelbuzzes does not accept bookings that are conditional on the fulfilment of a special request.

7.5 If you have a medical condition which may affect your booking, please let us know before making a booking so we can find out if the Travel Offer is suitable before you make a booking.

7.6 All bookings are subject to acceptance by the Travel Provider. We will send you an email, as agent for the Travel Provider, to confirm acceptance of your booking. The contract between you and the Travel Provider will only be made when we send you this email, as agent for the Travel Provider, to confirm acceptance. We will charge your chosen payment method after we accept your booking. The Travel Provider will send you a further email when your booking has been processed containing the details of the Travel Offer booked, including all relevant confirmation documentation as may be required if you have booked a package holiday with a Travel Provider.

7.7 You must keep the contact details we hold for you up-to-date so that either we or the Travel Provider can contact you if necessary about your Travel Offer.

7.8 Once your booking request has been accepted by the Travel Provider and this has been communicated to you by us, acting as agent for the Travel Provider, and you have paid for your Travel Offer, Travelbuzzes will send you:

(a) in the case of a hotel only Travel Offer, an email booking receipt setting out the details of the Travel Offer and the Travel Provider supplying the Travel Offer. This email confirms receipt of your booking request and payment and contains all details of your Travel Offer;

(b) in the case of package Travel Offer, an email booking receipt setting out the details of the Travel Offer and the Travel Provider supplying the Travel Offer. This receipt is not a complete booking confirmation with all details of your itinerary. The Travel Provider will send you a separate email or postal correspondence including your travel voucher and any other necessary information for your Travel Offer. In such cases, our booking receipt merely confirms receipt of your payment for the Travel Offer and details of the dates your Travel Offer has been booked for and will let you know that the Travel Provider will contact you. The Travel Provider will then issue you with confirmation documentation

providing details about the package travel Offer you have booked within three days of the booking being made and you having received your booking receipt email.

7.9 When you receive documentation for your Travel Offer, please ensure you check that your personal details are correct and in the event that the Travel Offer involves travelling abroad, that they match the names and ages on the passport(s). If this is not the case, please contact the Travel Provider as soon as possible.

7.10 In the event that tickets and/or travel documents do not arrive by post or email, Travelbuzzes will not be responsible. Please contact the Travel Provider identified in the booking receipt email directly should you not receive these documents.

8. AVAILABILITY

8.1 All bookings for Travel Offers are subject to the availability of those Travel Offers as notified by the relevant Travel Providers. We will inform you as soon as possible after placing a booking if, for any reason, the Travel Offer you have sought to book with a Travel Provider is not available.

8.2 If a Travel Provider is unable to accept your booking because, for example, the Travel Provider has no more vacancies remaining on your chosen dates, or because of an error in the price (see clauses 9.3 and 9.4 below) we will inform you of this by email and we will not process your booking. If you have already paid for the Travel Offers we will arrange with the Travel Providers for monies paid to be refunded to you in full as soon as possible.

9. PRICE OF TRAVEL OFFERS

9.1 The price of any Travel Offer will be as quoted on the Service, except in cases of obvious error. The price of a Travel Offer includes VAT, together with any other relevant taxes such as Air Passenger Duty (where it applies).

9.2 The price of any Travel Offer may change from time to time, but changes will not affect any booking that a Travel Provider has already accepted.

9.3 Due to the large number of Travel Offers on the Service, it is always possible that some of the Travel Offers listed on the Service may be incorrectly priced, despite our reasonable efforts to make sure that they are accurately priced. We will normally verify prices with Travel Providers as part of our booking-handling procedure so that, where a Travel Offer's correct price is less than the stated price, we will charge the lower amount when accepting the booking from you, as agent for the Travel Provider. If the Travel Offer's correct price is higher than the price stated on the Service, we will normally, and at our discretion, either contact you for instructions before processing your booking, or reject your booking on behalf of the Travel Provider and notify you of the rejection.

9.4 Please note that the Travel Provider is under no obligation to agree to supply the Travel Offer to you at the incorrect (lower) price, even after we have sent you a booking receipt, if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mispricing.

10. BOOKING FEE

10.1 We may charge a booking fee for providing you with the Service which includes the platform we provide for you to purchase the Travel Offer from the Travel Provider. The

booking fee will be set out with the other payment details on the final page before you pay for the Travel Offer you wish to purchase.

10.2 You agree that by making a booking with a Travel Provider through our Service you are under an obligation to pay us the booking fee.

11. PAYMENT

11.1 We don't act as a payment agent for the Travel Provider. Payment is done to the Travel Provider's account directly.

11.2 By making a booking through the Service, you are confirming that the payment details provided on booking are valid and correct. If any payment method is rejected, we may contact you requesting an alternative payment method or we may cancel your booking.

11.3 If you have any query about an amount that has been charged to your credit or debit card, please contact us straight away. In the event that we find a payment has been taken in error we will refund the amount immediately to your credit or debit card.

11.4 If you pay for the Travel Offer with a credit card or Paypal, a processing fee applies. This processing fee will not be greater than the cost to us of processing your payment. The amount of the processing fee will be displayed before you pay for the Travel Offer.

11.5 Travelbuzzes acts solely as an agent between the customer and the hotel or tour operator, and therefore cannot issue an invoice for a sale made by Travel Provider. Travelbuzzes does provide a booking confirmation which can be used as a receipt as it shows the amount paid at the time of booking. Travelbuzzes are only able to provide a VAT invoice for your booking fee or card surcharge.

12. ALTERATIONS BY YOU

12.1 Purchased Travel Offers cannot be changed by you nor can they be refunded, unless otherwise stated in the Offer T&Cs.

12.2 Notwithstanding this, if a Member wishes to make a change to their purchased Travel Offer, then Travelbuzzes may, at its sole discretion, use reasonable endeavours to assist a Member in the Member's attempts to liaise with the Travel Provider to make a change to the details of their purchased Travel Offer. Travelbuzzes gives no guarantee that any such attempts will be successful and will not be responsible for any charges that the Member may need to pay in order to give effect to any such change to a purchased Travel Offer.

13. CANCELLATIONS AND AMENDMENTS BY TRAVEL PROVIDERS

13.1 If a Travel Provider informs us of a change to your purchased Travel Offer, we will inform you. Most changes are minor changes, however, occasionally we have to notify Members of a "significant change" that a Travel Provider has made to a purchased Travel Offer. A significant change is a change made before the start of the Travel Offer which, taking account of the information given to us at the time of booking the Travel Offer and which the Travel Provider can reasonably be expected to know, the Travel Provider can reasonably expect to have a major effect on your purchased Travel Offer.

13.2 In the unlikely event of a Travel Provider cancelling, amending or making any other significant change to your purchased Travel Offer we will tell you as soon as possible. If

there is time to do so before the start of your purchased Travel Offer, we will use reasonable efforts to seek (but cannot guarantee) to secure from the Travel Provider an offer to you of one of the following options (depending on the nature of the purchased Travel Offer):

(a) accepting the changed arrangements; or

(b) for hotel only Travel Offers only: a choice of accepting an alternative reservation or cancelling your reservation together with a full refund of all monies you have paid. In the event of no alternative being available from the Travel Provider, they may instruct us to cancel the Travel Offer and give a full refund; or

(c) for package Travel Offers only:

(i) choosing a replacement Travel Offer of a lower, similar or higher standard to that originally booked if available. In the event you accept a Travel Offer of a lower standard you will be entitled to recover the price difference between the price you paid and the price of the lower standard Travel Offer. If you accept a Travel Offer of a similar standard, there will be no extra charge. If you accept a Travel Offer of a higher standard, you must pay the price difference between your purchased Travel Offer and the higher priced Travel Offer; or

(ii) cancelling the purchased Travel Offer together with a full refund of all monies you have paid.

13.3 Travel Providers may not give Members any of the above options in the event that a change to the purchased Travel Offer is a minor change. Please note that a change of flight time of less than 12 hours, a change of airline or aircraft (if advised) or a change of a destination airport usually qualify as minor changes.

13.4 Where a Travel Provider cancels or makes changes to the purchased Travel Offer, Travelbuzzes will not be responsible for any costs incurred by you.

13.5 In the rare cases that a Travel Provider cancels your booking after it has been accepted, you will be notified by the Travel Provider or Travelbuzzes acting on the Travel Provider's behalf. As Travelbuzzes is an agent acting on behalf of Travel Providers, and your contract for the Travel Offer is with the Travel Provider, we will use reasonable endeavours to assist you in getting a refund or changing your dates. However, Travelbuzzes will not be responsible for any costs associated with a cancellation by the Travel Provider.

14. CANCELLATIONS BY YOU

14.1 As all Travel Offers available through the Service are for specific dates, once a Travel Offer is purchased, you will generally have no statutory right to cancel. The provisions of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 relating to the cancellation of contracts do not apply to purchased Travel Offers.

14.2 However, as your contract for the Travel Offer is with the Travel Provider, the Offer T&Cs may permit you to cancel the Travel Offer. We will provide you with reasonable assistance in contacting the Travel Provider in the event that you wish to cancel a Travel Offer. Please note that, if cancellation is possible, charges may apply and will be set out in the Offer T&Cs.

15. Travel Providers

Travel Providers can use the TravelBuzzes Backend system to upload their services to the TravelBuzzes booking portal (www.travelbuzzes.com).

15.1 TravelBuzzes is a software and as such we cannot guarantee that it always works without a fault. Travel Providers must therefore, upon activation of their services, test whether the service is displayed and calculated correctly and the forms of payment with its fees are assigned, booking and pricing rules etc. are shown as intended. TravelBuzzes is not liable for the correctness of the service display in any case.

15.2 Travel Providers can choose different forms of payment, credit card, Paypal, on site and invoice. In any case, Travel provider is reliable for inputting the correct payment details and checking on the customer's payment. TravelBuzzes is not creating or sending invoices to Travel provider's customers. Travel providers are therefore reliable for sending invoices, travel vouchers or other travel documents to their customers as needed.

15.3. TravelBuzzes does not provide support to customers regarding bookings. Travel Providers need to provide contact data to their customers and take care of questions and complaints themselves.

15.4. TravelBuzzes will charge Travel Providers a transaction fee in case of bookings. Upon receiving of an invoice, Travel Provider has 10 days to pay. If he does not fully pay the invoice on time, TravelBuzzes retains the right to terminate this contract without further notice and remove all Travel Provider's data from the system and close his account.

16. OUR LIABILITY TO YOU

16.1 If Travelbuzzes fails to comply with these Terms of Service, we will be responsible for the loss or damage you suffer that is a foreseeable result of our breach of these Terms of Service or our negligence, but we will not be responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if the loss or damage was an obvious consequence of our breach or if the loss or damage was contemplated by you and us at the time we entered into the contract.

16.2 The maximum loss or damage we will be responsible for under clause 16.1 is limited to the booking fee you paid us when using the Service to purchase a Travel Offer to which the loss or damage you suffer relates.

16.3 We do not in any way exclude or limit our liability for:

- (a) death or personal injury caused by our negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) any other limitation that is excluded by law from time to time.

16.4 This does not affect your statutory rights. Advice about your statutory rights is available from your local Citizens' Advice Bureau or Trading Standards office.

17. EVENTS OUTSIDE OUR CONTROL

17.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a contract that is caused by events outside our reasonable control including (but not limited to) acts of god, fire, flood, severe weather, explosions, war (whether declared or not), acts of terrorism, industrial disputes (whether or not involving our employees), or acts of local or central Government or of any other competent authorities.

18. RESOLVING DISPUTES

18.1 If you are unhappy with any aspect of the Travel Offer that you have booked through the Service and wish to complain, then please raise this with the relevant Travel Provider directly at the time so that they can try to address any issues raised by you.

18.2 However, if you have a dispute with Travelbuzzes, relating to our contract with you, in the first instance please contact us at support@Travelbuzzes.com and attempt to resolve the dispute with us informally.

18.3 In the unlikely event that we are not able to resolve the dispute informally, we will discuss with you the most effective way of resolving the dispute using mediation or arbitration based on the nature of the dispute.

19. INSURANCE

19.1 It is important that you have sufficient insurance in place to cover you (and your group) whilst you are away. Most Travel Providers require you to have suitable travel insurance in place as a condition of your booking. Please ensure that you have a valid travel insurance policy in place from the time of booking, to cover you for the countries and activities you may be undertaking on your holiday.

20. TRAVEL INFORMATION

20.1 Please note that we can provide general information about the passport and visa requirements for your trip, but your specific passport and visa requirements, and other immigration requirements are your responsibility and you should confirm these with the relevant embassies and/or consulates. Any information supplied by us on these or related matters (such as climate, when to travel, clothing, baggage, personal items etc.) is given as general guidance and in good faith but we do not accept liability for any decisions made on the basis of the information supplied.

20.2 The passport, visa and health requirements at the time of booking can be viewed on the relevant embassy's websites. It is your responsibility to ensure that you and all members of your party are in possession of all necessary travel and health documents, and in compliance with any other immigration requirements, before you travel. Neither we, nor the Travel Providers, accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements. Please ensure that all your travel, passport, visa and insurance documents are in order and that you arrive in plenty of time for checking in at the airport. It may be necessary to reconfirm your flight with the airline prior to departure.

21. EACH OF THESE TERMS OPERATES INDEPENDENTLY

21.1 Each of the paragraphs of these Terms of Service operates separately. If any court or any other relevant authority decides that any of these paragraphs are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

22. ENTIRE AGREEMENT

22.1 These Terms of Service set out the written terms of our contract with you for the provision of the Service. If part of these Terms of Service cannot be enforced then the remainder of these Terms of Service will still apply to our relationship.

23. UPDATING THESE TERMS OF SERVICE

23.1 We may modify or update these Terms of Service from time to time for reasons including:

- (a) changes in how our business operates;
- (b) changes in the legal or regulatory requirements that we must comply with; or
- (c) changes in how we accept payment from you.

23.2 We will notify you of any material changes to these Terms of Service either using either the usual method of communication we use to contact you or using a notice on our website or app.

24. RIGHTS OF THIRD PARTIES

24.1 Any contract made between you and us is only made between you and us. No third party will have any rights to enforce any of its terms.

25. TRANSFER OF OUR RIGHTS

25.1 We may transfer our rights and obligations under our contract with you to another organisation, and we will do our best to notify you if this happens, but this will not affect your rights or our obligations under the contract.

26. LAW AND JURISDICTION

26.1 These Terms of Service are governed by German law. This means that the contract between us and you allowing you to use the Service and any dispute or claim arising out of or in connection with it will be governed by German law.

26.2 You and we both agree that the courts of Germany will have non-exclusive jurisdiction.

27. CONTACTING YOU

27.1 If we must contact you or give you notice in writing, we will do so by e-mail or by pre-paid post to the address you provide to us in your booking.

28. CONTACT US

28.1 If you have any queries about these terms, please send us an email at support@Travelbuzzes.com We'll be here to help.

