

## BUSINESS TRAVEL AGREEMENT

This Business Travel Agreement (“**Agreement**”) is a legal agreement between:

- (1) Booking.com B.V., a limited liability company incorporated under the laws of the Netherlands, and having its registered address at Herengracht 597, 1017 CE, Amsterdam, the Netherlands (“**Booking.com**”, “**us**”, “**we**” or “**our**”); and
- (2) the organisation or person which has registered for the Service on our Platform (“**Business Customer**”, “**you**”, “**your**”),

each a “**Party**” and together the “**Parties**”.

This Agreement sets out the terms and conditions that apply to your use of our Service.

You can apply to become a Business Customer by completing the online business customer registration procedure on our Platform. By completing all necessary fields of the online form and clicking the ‘Submit’ button, you are making an offer to become a Business Customer. However, you will only become a Business Customer when Booking.com confirms your registration at which point this Agreement shall come into existence. This Agreement will then continue until it is terminated in accordance with clause 3.

Please note that we do not provide the Service exclusively to you and may provide the same or similar services to any other person.

### 1. Definitions

- 1.1 “**Effective Date**” means the date upon which Booking.com confirms your application to become a Booking.com business customer.
- 1.2 “**Distribution Partners**” means a third-party (distribution) affiliate that promotes Suppliers listings on the Platform.
- 1.3 “**Platform**” means the website and app (including mobile) on which the Service is made available by Booking.com and which is owned, controlled, managed, maintained and/or hosted in accordance with the [Terms of Use](#).
- 1.4 “**Reservation**” has the meaning given to it in clause 2.2.
- 1.5 “**Service**” means the online reservation service (including the facilitation of payments) for business customers of various products and services for business travel as from time to time made available by Suppliers on the Platform.
- 1.6 “**Supplier**” means the provider of a Travel Arrangement.
- 1.7 “**Travel Arrangements**” means accommodation (e.g. hotel, motel, apartment, bed & breakfast), transport (e.g. flights, rail and coach travel and transfers) tour operators, insurances, and any other travel or related product or service as from time to time available for reservation by business customers on the Platform.

### 2. This Business Travel Agreement

- 2.1 Through the Platform, we (Booking.com B.V. and its Distribution Partners) provide an online platform through which:
  - (a) Suppliers can advertise Travel Arrangements for reservation; and
  - (b) Business customers can make reservations of such Travel Arrangements for business purposes.

- 2.2 As a Business Customer, you may submit requests to book Travel Arrangements for business purposes through our Platform. Each such reservation request that you make, and each reservation that is confirmed by us on the Supplier's behalf (a "**Reservation**"), is made on and subject to the terms and conditions of this Agreement.
- 2.3 The Service that we provide to you in respect of each Reservation shall form part of this Agreement and shall not form a separate contract to it.
- 2.4 Booking.com may from time to time update and adjust this Agreement, subject to prior communication (e.g. email or system notice) to the Business Customer with due observance of a notice period of 15 days. Any updated or adjusted version shall replace and supersede the existing (current) version.

### **3. Term and termination**

- 3.1 This Agreement shall commence on the Effective Date and shall continue until terminated in accordance with the terms of this clause 3.
- 3.2 Either Party may terminate this Agreement upon giving 7 days' written notice to the other Party.
- 3.3 Either Party may terminate this Agreement immediately upon written notice to the other Party if:
- (a) the other Party has committed a material breach of its obligations under this Agreement and has failed to cure such material breach within fourteen (14) calendar days of receipt by the other Party of written notice thereof;
  - (b) the other Party suspends or ceases trading or indicates that it intends to cease trading or becomes unable to pay its debts as they fall due; or
  - (c) the other Party has a receiver, liquidator or administrator appointed, or passes an effective resolution for its winding up (except for the purpose of amalgamation, reconstruction or reorganisation) or a Court makes an order to that effect or a similar event occurs.
- 3.4 Termination of this Agreement in accordance with clauses 3.2 and 3.3 shall not affect any confirmed but unfulfilled Reservations which exist at the date of termination, which shall continue to be governed by the terms of this Agreement.

### **4. Scope of our Service**

- 4.1 Booking.com does not own, control or operate the Travel Arrangements or the Suppliers.
- 4.2 By making a reservation through the Platform, you enter into a direct (legally binding) contractual relationship with the Supplier(s) of the Travel Arrangement(s). From the point at which you make your Reservation, we or our Partners act solely as an intermediary between you and the Supplier, transmitting the details of your Reservation to the relevant Supplier(s) and sending you a confirmation email for and on behalf of the Supplier.
- 4.3 When rendering our Service, the information that we or our Partners disclose is based on the information provided to us by Suppliers. As such, the Suppliers are given access to an extranet through which they are fully responsible for updating all rates, availability and other information which is displayed on our Platform. Although we will use reasonable skill and care in performing our Service, we will not verify if, and cannot guarantee that, all information is accurate, complete or correct, nor can we be held responsible for any errors (including manifest and typographical errors), any interruptions (whether due to any (temporary and/or partial) breakdown, repair, upgrade or maintenance of our Platform or otherwise), inaccurate, misleading or untrue information or non-delivery of information. Each Supplier remains responsible at all times for the accuracy, completeness and correctness of the (descriptive) information (including the rates and availability) displayed on our Platform. Our Platform does not constitute and should not be regarded as a recommendation or endorsement of the quality, service level, qualification or (star) rating of any Supplier (or its facilities, venue, products or services) made available.

4.4 Our Service is made available solely for the Business Customer to arrange business travel for its own use. Therefore, you are not allowed to re-sell, deep-link, use, copy, monitor (e.g. spider, scrape), display, download or reproduce any content or information, software, reservations, tickets, products or services available on our Platform for any commercial or competitive activity or purpose.

## 5. **Prices, crossed-out rates and Best Price Guarantee**

5.1 The prices on our Platform are highly competitive. All room prices are per room for your entire stay and all prices are displayed including VAT/sales tax and all other taxes (subject to change of such taxes), unless stated differently on our Platform or the confirmation email/ticket. Ticket prices are per person or group and subject to validity as indicated on the ticket, if applicable. Applicable fees and taxes (including tourist/city tax) may be charged by the Supplier in the event of a no-show or cancellation fee. Applicable taxes may be charged by the Supplier in the event of a no-show or cancellation fee.

5.2 Sometimes cheaper rates are available on our Platform for a specific stay, product or service, however, these rates made available by Suppliers may carry special restrictions and conditions, for example non-cancellable and non-refundable. Please check the relevant product, service and reservation conditions and details thoroughly for any such conditions prior to making your reservation.

5.3 The crossed-out rate shown for rooms is based on the third highest current price of the Supplier for your product or service with the same booking conditions in a 30-day window around your check-in date (15 days before and 15 days after check-in date; if less than 15 days are between today and the check-in date, we will use the corresponding number of days after the check-in date to result in a 30-day total). To ensure we are making a fair comparison, we always use the same reservation conditions (e.g. meal plan, cancellation policy and room type). This means that you get the same room for a lower price compared to other check-in dates at the same time of year.

5.4 We want you to pay the lowest price possible for your product and service of choice. Should you find your product or service of choice booked through the Platform, with the same reservation conditions, at a lower rate on the Internet after you have made a Reservation through us, we will match the difference between our rate and the lower rate under the terms and conditions of the Best Price Guarantee.

5.5 The currency converter is for information purposes only and should not be relied upon as accurate and real time; actual rates may vary.

5.6 Obvious errors and mistakes (including misprints) are not binding.

5.7 All special offers and promotions are marked as such.

## 6. **Privacy and personal data protection**

6.1 Parties shall use commercially reasonable efforts to safeguard the confidentiality and privacy of any personal data processed in the context of this Agreement and to protect it from unauthorized use or release. Save as otherwise provided in this Agreement, each Party agrees to comply with the applicable (data and ePrivacy) laws, rules and regulations of the jurisdiction where such Party is incorporated (including (if applicable) the General Data Protection Regulation 2016/679 (the "GDPR") and the EU member state law implementing the GDPR and the Directive on privacy and electronic communications (2002/58/EC), as amended or replaced.

6.2 Each Party shall process personal data under this Agreement as a data controller within the meaning of the GDPR and shall be responsible for its own compliance under applicable data protection law for such processing activities.

6.3 Business Customer understands and agrees that Booking.com shall process any personal data collected and relating to Business Customer and/or any persons acting on its behalf in

accordance with the Booking.com privacy statement for business partners, and the Booking.com privacy statement.

## 7. **Free of charge**

7.1 Our service is free of charge because, unlike many other parties, we will not charge you for our Service or add any additional (reservation) fees to the rate.

7.2 Suppliers may pay a commission (being a small percentage of the product price (e.g. room price)) to Booking.com after the Travel Arrangement is complete.

## 8. **Credit card or bank transfer**

8.1 If applicable and available, certain Suppliers offer the opportunity for Reservations to be paid (wholly or partly and as required under the payment policy of the Supplier) to the Supplier during the reservation process by means of secure online payment (all to the extent offered and supported by your bank). For certain products and services, Booking.com facilitates (through third party payment processors) the payment of the relevant Travel Arrangement (i.e. the payment facilitation service) for and on behalf of the Supplier (Booking.com never acts nor operates as the merchant of record). Payment is safely processed from your credit/debit card or bank account to the bank account of the Supplier through a third party payment processor. Any payment facilitated by us for and on behalf of, and transferred to the Supplier will in each case constitute a payment of (all or part of) the booking price by you of the Travel Arrangement in final settlement (bevrijdende betaling) of such (full or partial) due and payable price and you cannot reclaim such paid monies.

8.2 For certain (non-refundable) rates or special offers, please note that Suppliers may require that payment is made upfront by wire transfer (if available) or by credit card, and therefore your credit card may be pre-authorized or charged (sometimes without any option for refund) upon making the Reservation. Please check the (Reservation) details of your Travel Arrangement thoroughly for any such conditions prior to making your Reservation. You will not hold Booking.com liable or responsible for any (authorized, (allegedly) unauthorized or wrong) charge by the Supplier and not (re)claim any amount for any valid or authorized charge by the Supplier (including for pre-paid rates, no-show and chargeable cancellation) of your credit card.

8.3 In the event of credit card fraud or unauthorised use of your credit card by third parties, most banks and credit card companies bear the risk and cover all the charges resulting from such fraud or misuse, which may sometimes be subject to a deductible (usually set at EUR 50 (or the equivalent in your local currency)). In the event that your credit card company or bank charges the deductible from you because of unauthorised transactions resulting from a reservation made on our Platform, we will pay you this deductible, up to an aggregate amount of EUR 50 (or the equivalent in your local currency). In order to indemnify you, please make sure that you report this fraud to your credit card provider (in accordance with its reporting rules and procedures) and contact us immediately by email ([customer.relations@booking.com](mailto:customer.relations@booking.com)). Please state 'credit card fraud' in the subject line of your email and provide us with evidence of the charged deductible (e.g. policy of the credit card company). This indemnification only applies to credit card reservations made using Booking.com's secure server and the unauthorised use of your credit card resulted through our default or negligence and through no fault of your own while using the secure server.

## 9. **Pre-payment, cancellation, no-show and fine print**

9.1 By making a Reservation with a Supplier, you accept and agree to the relevant cancellation and no-show policy of that Supplier, and to any additional (delivery or other) terms and conditions of the Supplier that may apply to your trip, visit or stay (including the fine print of the Supplier made available on our Platform and the relevant house rules of the Supplier), including for services rendered and/or products offered by the Supplier (the delivery terms and conditions of a Supplier can be obtained with the relevant Supplier). The general cancellation and no-show policy of each Supplier is made available on our Platform on the Supplier information pages, during the reservation procedure and in the confirmation email or ticket (if applicable). Please note that certain rates or special offers are not eligible for cancellation or change. Applicable city/tourist tax

may still be charged by the Supplier in the event of a no-show or charged cancellation. Please check the (Reservation) details of your Travel Arrangement thoroughly for any such conditions prior to making your Reservation. Please note that a Reservation which requires down payment or (wholly or partly) prepayment may be cancelled (without a prior notice of default or warning) insofar the relevant (remaining) amount(s) cannot be collected in full on the relevant payment date in accordance with the relevant payment policy of the Supplier and the Reservation. Cancellation and prepayment policies may vary according to room or booking type. Please carefully read the fine print (below the room types or at the bottom of each Supplier page on our Platform) and important information in your Reservation confirmation for additional policies as may be applied by the Supplier (e.g. in respect of age requirement, security deposit, non-cancellation/additional supplements for group bookings, extra beds/no free breakfast, pets/cards accepted). Late payment, wrong bank, debit or credit card details, invalid credit/debit cards or insufficient funds are for your own risk and account and you shall not be entitled to any refund of any (non-refundable) prepaid amount unless the Supplier agrees or allows otherwise under its (pre)payment and cancellation policy.

9.2 If you wish to review, adjust or cancel your Reservation, please revert to the confirmation email and follow the instructions therein. Please note that you may be charged for your cancellation in accordance with the Supplier's cancellation, (pre)payment and no-show policy or not be entitled to any repayment of any (pre)paid amount. We recommend that you read the cancellation, (pre)payment and no-show policy of the Supplier carefully prior to making your Reservation and remember to make further payments on time as may be required for the relevant Reservation.

9.3 If you have a late or delayed arrival on the check-in date or only arrive the next day, make sure to (timely/promptly) communicate this with the Supplier so they know when to expect you to avoid cancellation of your Reservation or room or charge of the no-show fee. Our customer service department can help you if needed with informing the Supplier. Booking.com does not accept any liability or responsibility for the consequences of your delayed arrival or any cancellation or charged no-show fee by the Supplier.

## 10. **(Further) correspondence and communication**

10.1 By completing a Reservation, you agree to receive (i) an email which we may send you shortly prior to your arrival or commencement date, giving you information on your destination and providing you with certain information and offers (including third party offers to the extent that you have actively opted in for this information) relevant to your Reservation and destination, and (ii) an email which we may send to you promptly after your stay inviting you to complete our review form. Please see our privacy and cookies policy for more information about how we may contact you.

10.2 Booking.com disclaims any liability or responsibility for any communication with the Supplier on or through its Platform. You cannot derive any rights from any request to, or communication with the Supplier or (any form of) acknowledgement of receipt of any communication or request. Booking.com cannot guarantee that any request or communication will be (duly and timely) received/read by, complied with, executed or accepted by the Supplier.

10.3 In order to duly complete and secure your Reservation, you need to use your correct email address. We are not responsible or liable for (and have no obligation to verify) any wrong or misspelled email address or inaccurate or wrong (mobile) phone number or credit card number.

10.4 Any claim or complaint against Booking.com or in respect of the Service must be promptly submitted, but in any event within 30 days after the scheduled end date of the Travel Arrangement (e.g. check out date or arrival at destination date in respect of flight bookings). Any claim or complaint that is submitted after the 30 days period, may be rejected and the claimant shall forfeit its right to any (damage or cost) compensation.

10.5 Due to the continuous update and adjustments of rates and availability, we strongly suggest that you make screenshots when making a Reservation to support your position (if needed).

## 11. **Ranking, preferred programme, stars and guest reviews**

- 11.1 The default setting of the ranking of Suppliers on our Platform is 'Recommended' (or any similar wording) (the "Default Ranking"). For your convenience we also offer other ways to rank Supplier. Please note that the Default Ranking is created through a fully automatic ranking system (algorithm) and based on multiple criteria, which include not only the popularity of a Supplier among our visitors, but also customer service history and certain booking-related data (number of bookings, cancellations, conversion rate, etc). On-time payment of commission by a Supplier and the commission percentage are also included in the algorithm; however, they are two of the several (but definitely not leading) factors in the Default Ranking.
- 11.2 In certain cities and regions, Booking.com operates a preferred partnership program, allowing certain Suppliers that meet and maintain the preferred program terms to be listed ahead of the rest of the Suppliers in the default "Recommended" ranking for the relevant city/region. The preferred Suppliers are marked with a "thumbs-up" symbol and in return for this high ranking, the preferred Supplier pays a higher commission. Only Suppliers that meet and maintain certain qualification criteria can be listed as preferred.
- 11.3 The stars used for non-hotel accommodations (e.g. bed & breakfasts) do not correspond to the star ranking system as may be applicable to hotel accommodations.
- 11.4 A completed review may be (a) uploaded onto the relevant Supplier's information page on our Platform for the sole purpose of informing (future) customers of your opinion of the service (level) and quality of the Supplier, and (b) (wholly or partly) used and placed by Booking.com at its sole discretion (e.g. for marketing, promotion or improvement of our service) on our Platform or such social media platforms, newsletters, special promotions, apps or other channels owned, hosted, used or controlled by Booking.com and our business partners. We reserve the right to adjust, refuse or remove reviews at our sole discretion. The review form should be regarded as a survey and does not include any (further commercial) offers, invitations or incentives whatsoever.

## 12. **Disclaimer**

- 12.1 Subject to the limitations set out in this Agreement and to the extent permitted by law, we shall only be liable for direct damages actually suffered, paid or incurred by you due to an attributable shortcoming of our obligations in respect to our Service, up to an aggregate amount of the aggregate cost of your Reservations confirmed and paid for during the 12 months prior to your claim arising as set out in your confirmation emails (whether for one event or a series of connected events).
- 12.2 However and to the extent permitted by law, neither we nor any of our officers, directors, employees, representatives, subsidiaries, affiliated companies, distributors, affiliate (distribution) partners, licensees, agents or others involved in creating, sponsoring, promoting, or otherwise making available the Platform and its contents shall be liable for (i) any punitive, special, indirect or consequential loss or damages, any loss of production, loss of profit, loss of revenue, loss of contract, loss of or damage to goodwill or reputation, loss of claim, (ii) any inaccuracy relating to the (descriptive) information (including rates, availability and ratings) of the Supplier as made available on our Platform, (iii) the services rendered or the products offered by the Supplier or other business partners, (iv) any (direct, indirect, consequential or punitive) damages, losses or costs suffered, incurred or paid by you, pursuant to, arising out of or in connection with the use, inability to use or delay of our Platform, or (v) any (personal) injury, death, property damage, or other (direct, indirect, special, consequential or punitive) damages, losses or costs suffered, incurred or paid by you, whether due to (legal) acts, errors, breaches, (gross) negligence, wilful misconduct, omissions, non-performance, misrepresentations, tort or strict liability by or (wholly or partly) attributable to the Supplier or any of our other business partners (including any of their employees, directors, officers, agents, representatives or affiliated companies) whose products or service are (directly or indirectly) made available, offered or promoted on or through the Platform, including any (partial) cancellation, overbooking, strike, force majeure or any other event beyond our control.
- 12.3 Whether or not the Supplier has charged you for your Travel Arrangement, or if we are facilitating the payment of the price, you agree and acknowledge that the Supplier is at all times responsible

for the collection, withholding, remittance and payment of the applicable taxes due on the total amount of the price to the relevant tax authorities. Booking.com is not liable or responsible for the remittance, collection, withholding or payment of the relevant taxes due on the price to the relevant tax authorities. Booking.com does not act as the merchant of record for any product or service made available on the Platform.

- 12.4 By uploading photos/images onto our system (for instance in addition to a review) you certify, warrant and agree that you own the copyright to the photos/images and that you agree that Booking.com may use the uploaded photos/images on its (mobile) website and app, and in (online/offline) promotional materials and publications and as Booking.com at its discretion sees fit. You are granting Booking.com a non-exclusive, worldwide, irrevocable, unconditional, perpetual right and license to use, reproduce, display, have reproduced, distribute, sublicense, communicate and make available the photos/images as Booking.com at its discretion sees fit. By uploading these photos/images the person uploading the picture(s) accepts full legal and moral responsibility of any and all legal claims that are made by any third parties (including, but not limited to, accommodation owners) due to Booking.com publishing and using these photos/images. Booking.com does not own or endorse the photos/images that are uploaded. The truthfulness, validity and right to use of all photos/images is assumed by the person who uploaded the photo, and is not the responsibility of Booking.com. Booking.com disclaims all responsibility and liability for the pictures posted. The person who uploaded the photo warrants that the photos/images shall not contain any viruses, Trojan horses or infected files and shall not contain any pornographic, illegal, obscene, insulting, objectionable or inappropriate material and does not infringe any third party (intellectual property right, copyright or privacy) rights. Any photo/image that does not meet the aforesaid criteria will not be posted and/or can be removed/deleted by Booking.com at any time and without prior notice.

### 13. Intellectual property rights

- 13.1 Unless stated otherwise, the software required for our Service or available at or used by our Platform and the intellectual property rights (including the copyrights) of the contents and information of and material on our Platform are owned by Booking.com B.V., its suppliers or providers.
- 13.2 Booking.com exclusively retains ownership of all rights, title and interest in and to (all intellectual property rights of) (the look and feel (including infrastructure) of) the Platform on which the service is made available (including the guest reviews and translated content) and you are not entitled to copy, scrape, (hyper-/deep)link to, publish, promote, market, integrate, utilize, combine or otherwise use the content (including any translations thereof and the guest reviews) or our brand without our express written permission. To the extent that you would (wholly or partly) use or combine our (translated) content (including guest reviews) or would otherwise own any intellectual property rights in the Platform or any (translated) content or guest reviews, you hereby assign, transfer and set over all such intellectual property rights to Booking.com. Any unlawful use or any of the aforementioned actions or behaviour will constitute a material infringement of our intellectual property rights (including copyright and database right).

### 14. Travel Regulations

- 14.1 Booking.com and the Business Customer agree that this Agreement is a "**General Agreement**", as this term is defined in Article 2(2)(c) of the EU Package Travel Directive 2015/2302 (as transposed by each Member State and as may be amended from time to time) and Regulation 10(3) of The Civil Aviation (Air Travel Organisers' Licensing Regulations 2012 (collectively, the "**Travel Regulations**"). As such, the Parties agree that the Travel Regulations shall not apply to any Reservations made under the terms of this Agreement.

### 15. Miscellaneous

- 15.1 To the extent permitted by law, this Agreement and the provision of our Service shall be governed by and construed in accordance with Dutch law and any dispute arising out of this Agreement and our Service shall exclusively be submitted to the competent courts in Amsterdam, the Netherlands.

- 15.2 The original English version of this Agreement may have been translated into other languages. The translated version is a courtesy and office translation only and you cannot derive any rights from the translated version. In the event of a dispute about the contents or interpretation of this Agreement or inconsistency or discrepancy between the English version and any other language version of this Agreement, the English language version to the extent permitted by law shall apply, prevail and be conclusive. The English version is available on our Platform (by selecting the English language) or shall be sent to you upon your written request.
- 15.3 If any provision of this Agreement is or becomes invalid, unenforceable or non-binding, you shall remain bound by all other provisions hereof. In such event, such invalid provision shall nonetheless be enforced to the fullest extent permitted by applicable law, and you will at least agree to accept a similar effect as the invalid, unenforceable or non-binding provision, given the contents and purpose of this Agreement.
16. **About Booking.com and the support companies**
- 16.1 The online reservation service is rendered by Booking.com B.V., which is a private limited liability company, incorporated under the laws of the Netherlands and having its offices at Herengracht 597, 1017 CE Amsterdam, the Netherlands and registered with the trade register of the Chamber of Commerce in Amsterdam under registration number 31047344. Our VAT registration number is NL805734958B01.
- 16.2 Booking.com has its headquarters in Amsterdam, the Netherlands and is supported by various affiliated group companies (the "support companies") throughout the world. The support companies only provide an internal supporting role to and for the benefit of Booking.com. Certain designated support companies render limited customer care support services. The support companies do not have any Platform (and do not in any way control, manage, maintain or host the Platform). The support companies do not have any power or authority to render the Service or to enter into any contract in the name of, for or on behalf of Booking.com. You do not have a (legal or contractual) relationship with the support companies. The support companies do not operate and are not authorised to act as any form of process or service agent of Booking.com. Booking.com does not accept nor assume any domicile at any place, location or office in the world (also not at the office of its support companies), other than its registered office in Amsterdam.