

## **Terms and conditions Bookdifferent for Travelers**

### **1. Definitions**

1.1 Bookdifferent B.V.: a limited liability company incorporated under the laws of the Netherlands, and having its registered address at Arendstraat 16, 1223 RE, Hilversum, the Netherlands.

1.2 bookdifferent.com: online booking system for business or private trips, which indicates how responsible the various hotels, hostels, accommodations or travel organizations are, enabling Travelers to make a sustainable choice.

1.3 Platform: the (mobile) website and (future) app on which the Trip Service is made available owned, controlled, managed, maintained and/or hosted by Bookdifferent.

1.4 Trip: various different travel products and services that can be ordered, acquired, purchased, bought, paid, rented, provided, reserved, combined or consummated by you from the Trip Provider.

1.5 Trip Provider: professional provider of accommodation (e.g. hotel, motel, apartment, bed & breakfast), attractions (e.g. (theme) parks, museums, sightseeing tours), transportation provider (e.g. car rentals, cruises, rail, airport rides, coach tours, transfers), tour operators, travel insurances, and any other travel or related product or service as from time to time available for Trip Reservation on the Platform (whether B2B or B2C).

1.6 Trip Service: online purchase, order, (facilitated) payment or reservation service as offered or enabled by Bookdifferent in respect of various products and services as from time to time made available by Trip Providers on the Platform.

1.7 Trip Reservation: order, purchase, payment, booking or reservation of a Trip.

1.8 Traveler = anyone who visits the Bookdifferent website or uses any information on the Bookdifferent Site, both natural persons and legal persons, both consumers and business persons and both persons acting for themselves and persons acting for someone else.

1.9 Information = all data, address details, offers, services, documents, images, quality marks, trade names, word and image marks, logos, ratings, files or other content on the Bookdifferent Site.

1.10 Bookdifferent Site = all pages of [www.bookdifferent.com](http://www.bookdifferent.com), in any language.

1.11 Terms and conditions = the conditions as specified below.

## **2. Applicability**

2.1 These Terms and conditions apply to the use of the Bookdifferent Site and/or the Information displayed on it. As a Traveler you accept the application of these conditions. Bookdifferent does not accept any general terms and conditions of Travelers, unless explicitly agreed in writing.

2.2 Bookdifferent has the right to amend or change the Terms and conditions unilaterally and without prior notice. Agreements that have already been concluded but have not yet been fulfilled, can be dissolved in writing within a period of two weeks if the Terms and conditions are changed.

## **3. Ownership and user rights**

3.1 The Bookdifferent Site and the Information have copyright protection. Unless otherwise indicated, all rights to the Bookdifferent Site and the Information displayed on it, including all intellectual property rights, belong to Bookdifferent BV, or to a third party that has given Bookdifferent permission to use it.

3.2 The Information may not be modified in any way and images may not be used separately from the accompanying text. No part of the Bookdifferent Site may be stored or reproduced on any other website and it is not permitted to frame the site.

3.3 No person may, other than by means of a hyperlink or deep link which is recognizable to third parties as redirecting to Bookdifferent, make a link or gateway between the Bookdifferent Site and any other site, search engine or computer network without prior written permission from Bookdifferent.

3.4 It is not permitted to take Information from the Bookdifferent Site into other data collections, whether or not for mailings. The simultaneous sending of messages to more than one address, collected from the Information, is explicitly not permitted.

3.5 When using Information for mailings without permission of Bookdifferent, the infringing party will owe a fine of € 5,000 (or € 1,000 in the case of a consumer) without notice or other prior declaration, plus € 500 , - (or € 100, - in the case of a consumer) for each individual mailing message. In the event of any other use or reproduction of the Information in violation of these provisions, the infringing party will owe a (possibly additional) penalty of € 12.500, - Euro (or € 2.500, - in case of a consumer) without any notice or other prior declaration. The infringing party must immediately cease its infringing actions and for each day that this infringement persists, after being informed of this by Bookdifferent, an amount of € 1,250.00 (or € 250 - in the case of a consumer) will be

charged on top of the previous penalty. In addition to the fines, the damage actually incurred by Bookdifferent can be claimed.

#### **4. Liability**

4.1 Bookdifferent has compiled the contents of the Bookdifferent Site with the utmost care, but can not give any guarantees with regard to the correctness of the Information.

Bookdifferent is in no way responsible or liable for the content of this information.

4.2 The Traveler is responsible for the use of the information and the Traveler will check the information for accuracy and completeness.

4.3 Bookdifferent is not liable for any damage resulting from: (i) the use or the content of the Information; (ii) the use or content of information on any site to which the Bookdifferent Site includes a link, or any site that links to the Bookdifferent Site; (iii) any breach by Travelers of (the use of) the Bookdifferent Site or the Information on the rights of third parties.

4.4 If agreements are made between the Traveler and third parties via the Bookdifferent Site, Bookdifferent is in no way involved in such transactions. These Terms and conditions do not apply to such transactions and BookDifferent is not liable for damages resulting from such agreements, transactions or the consequences thereof.

4.5 Although Bookdifferent strives to have the Bookdifferent Site usually available 24 hours a day, Bookdifferent is not liable for any damages resulting from the unavailability of the Bookdifferent Site. Access to the Bookdifferent Site may be suspended temporarily or permanently without prior warning. Bookdifferent has the right at all times to deny a Traveler or other party access to the Bookdifferent Site without stating reasons and reserves the right to make technical provisions for this purpose. Bookdifferent is not liable for any damage as a result.

4.6 The Traveler is responsible and liable for the correctness and completeness of information that the Traveler provides to Bookdifferent.

#### **5. Equipment**

5.1 The Traveler is responsible for the purchase, use and maintenance of all telephony, computer hardware and other equipment required to visit and use the Bookdifferent Site. Bookdifferent is not liable for damage to the equipment of the Traveler caused by the use of or visiting the Bookdifferent Site.

## **6. Personal information**

6.1 During the visit to the Bookdifferent Site, personal information from the Traveler is collected and processed by Bookdifferent for internal knowledge growth. This personal information is anonymised as much as possible, is not shared with third parties and is used according to the rules of the law.

## **7. Applicable law and disputes**

7.1 Only Dutch law applies to these Terms and conditions and any (other) agreement between the Traveler and Bookdifferent.

7.2 The Traveler is responsible for complying with the applicable legislation of the country from which the Traveler consults the Bookdifferent Site, and/or the country that the Traveler visits via the Bookdifferent Site.

7.3 If these Terms and conditions are wholly or partially non-binding or voidable, then the legally valid regulations applicable to parties that most closely fit in with the invalid part of these Terms and conditions shall apply to the parties.

7.4 Disputes, which cannot be mutually arranged, will be submitted to the qualified court in Amsterdam, unless the Traveler has a statutory mandatory right to submit this to another court.